

Regular Meeting of the City Commission
Tuesday, July 5, 2022
7:30 p.m.
Huntington Woods City Hall
Agenda

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

All items listed under the Consent Agenda are considered routine by the City Commission and will be enacted in one motion. There will be no separate discussion on these items unless a Commission member so requests, in which event the item(s) will be removed from the Consent Agenda and added to the Regular Agenda at the end of the items of business.

1. Regular Meeting Minutes of June 7, 2022
2. Approval of Warrant 390
3. Reports and Minutes
 - a. Historic District Commission – April 6, 2022
 - b. Zoning Board of Appeals – April 11, 2022
 - c. Anti-Racism Advisory Committee – May 11, 2022
 - d. Planning Commission – May 23, 2022
 - e. Library Advisory Board – May 16, 2022
 - f. Arts and Garden Board – March 16, 2022

COMMUNICATIONS

1. Letter to the City of Berkley regarding the proposed Butter Provisioning Center.

COUNTY COMMISSIONER AND ELECTED OFFICIAL REMARKS

PUBLIC PARTICIPATION

ITEMS OF BUSINESS

1. Resolution R- 2022: Matter of consideration to approve the City Manager to execute Quote VC3Q22459 from IT Right in an amount not to exceed \$14,383.28 for server upgrades and installation.
2. Resolution R- 2022: Matter of consideration to receive and file the MERS Annual Actuarial Valuation as of 12/31/2022.
3. Resolution R- 2022: Matter of consideration to approve the WideOpenWest Michigan, LLC Active Uniform Video Service Local Franchise Agreement Renewal ("Video Franchise Agreement").
4. Ordinance No.- : Matter of consideration of the Adoption of an Ordinance to amend the Chapter 40, Zoning, Article 9, Sustainable Design and Environmental Standards, to Replace in its entirety Section 9.03, Solar Structures and Easements; and to Provide Penalties for Violations thereof.
(Second Reading)

CITY MANAGER'S REPORT

ADJOURNMENT OF REGULAR CITY COMMISSION MEETING

Public Expression is encouraged. Comments are invited on each Agenda item when that item comes up for consideration. Matters not listed on the Agenda may be addressed under "Public Participation". Please be advised that the Commission Meetings are usually attended by the media and cablecast live, in addition to being re-cablecast following the meeting. The City of Huntington Woods will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed material being considered at the meeting, to individuals with disabilities attending the meeting upon three working days' notice to the City. Individuals with disabilities requiring auxiliary aids or services should contact the City by writing or calling: Tim Rowland, ADA Coordinator, Huntington Woods City Hall, 26815 Scotia, Huntington Woods, MI 48070, (248 581-2640). Deaf-Tel (1-248-541-1180).

Consent Agenda #1

Regular City Commission Meeting Minutes

June 7, 2022

7:30 p.m.

Minutes will be emailed to the Commission early July 5, 2022.

They were not proofed at the time of packet assembly.

Consent Agenda #2

**AGENDA ITEM
WARRANT #390**

RESOLUTION

Moved by Commissioner _____ Supported by Commissioner _____ that the attached transfers and disbursements as listed on the Accounts Payable Distribution Report due by June 30th, 2022 and paid between June 3rd and June 30th, 2022 on pages 1 through 9 in the amount of \$426,554.90 to be approved and paid, subject to full audit.

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 6 FLAGSTAR BANK - AP ACCT						
06/09/2022	6	43622	MISC	180 CONTRACTING LLC	BD Bond Refund	167.00
06/09/2022	6	43623	07860	21ST CENTURY NEWSPAPERS	ADVERTISEMENTS	390.00
06/09/2022	6	43624	11424	AARON TURNER	CONCERT IN THE PARK MUSICIAN	700.00
06/09/2022	6	43625	00004	MICHIGAN AFSCME COUNCIL 25	UNION DUES	166.00
06/09/2022	6	43626	10951	AMAZON CAPITAL SERVICES INC	COPY PAPER	61.39
					TIME CARDS	51.27
					JUNETEENTH FLAG	16.99
					JUNETEENTH FLAG	6.55
					HEAVY DUTY TRIMMER	55.95
					SHIPPING FEE REFUND	(26.49)
						165.66
06/09/2022	6	43627	11427	AMBER HARTE	CREDIT CARD REFUND	10.00
06/09/2022	6	43628	09447	APPLIED IMAGING	COPIER METER FOR PARKS AND REC	49.74
					COPIER METER	604.31
						654.05
06/09/2022	6	43629	11313	TERESA BECKERMAN	MUSIC INSTRUCTOR PAYMENT	1,078.00
06/09/2022	6	43630	00024	BILLINGS LAWN EQUIPMENT	EQUIPMENT MAINTENANCE	124.99
					EQUIPMENT MAINTENANCE	(50.56)
						74.43
06/09/2022	6	43631	09650	BLUE BIRD LANDSCAPING LLC	LAWN CUTTING	180.00
06/09/2022	6	43632	11426	BUTTERFLY BAKE SHOPPE	COOKIES FOR NEW RESIDENTS RECEPTION	100.00
06/09/2022	6	43633	MISC	CHAPMAN, JAMES	BD Bond Refund	700.00
06/09/2022	6	43634	07736	CINTAS CORPORATION #31	BUILDING SUPPLIES	62.30
06/09/2022	6	43635	10586	CMP DISTRIBUTORS INC	VEST AND CARRIER FOR PSO PRIEST	1,089.00
					VEST AND CARRIER FOR PSO ZIMMERMAN	1,089.00
						2,178.00
06/09/2022	6	43636	11097	COLLISION SIX	CONCERT IN THE PARK MUSICIAN	1,500.00
06/09/2022	6	43637	11041	CORE & MAIN	WATER EQUIPMENT	385.74
06/09/2022	6	43638	07501	CRANDALL-WORTHINGTON INC	WINDEX AND DISINFECTANT	118.92
06/09/2022	6	43639	09839	DETROIT BUILD	CANCELLED PERMIT (PB21130)	331.00
06/09/2022	6	43640	00047	DTE ENERGY-STREETLIGHTING	STREETLIGHTING	12,003.48
06/09/2022	6	43641	00056	DURST	BUILDING SUPPLIES	929.84
06/09/2022	6	43642	10120	EHIM	MEDICAL WRAP FEE	516.00
06/09/2022	6	43643	02358	FIRE DEFENSE EQUIPMENT CO	LIBRARY SPRINKLER INSPECTION	305.97
06/09/2022	6	43644	09670	FIRST MICHIGAN COLONIAL PIPE & DRUM	4TH OF JULY PARADE - FIFE AND DRUMS	1,000.00
06/09/2022	6	43645	10950	DUAINE FRANKS LLC	BUILDING INSPECTIONS	1,000.00
06/09/2022	6	43646	05194	GORDON FOOD SERVICE	PARK RIBBON CUTTING SUPPLIES	98.04
06/09/2022	6	43647	09059	HUNTINGTON NATIONAL BANK	PAYING AGENT FEES	500.00
06/09/2022	6	43648	10953	IDEAL ELECTRICAL INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	650.00
06/09/2022	6	43649	11418	JANE KAMINSKI	TRAVEL REIMBURSEMENT	14.14
06/09/2022	6	43650	11422	JEFFREY CARPENTER	CLASS REFUND	331.00
06/09/2022	6	43651	04943	JOE'S AUTO PARTS	AUTO PARTS	619.95
					AUTO PARTS	45.58
						665.53
06/09/2022	6	43652	10903	DAVID JONES	4TH OF JULY PARADE BAGPIPES	950.00
06/09/2022	6	43653	05374	LB OFFICE PRODUCTS	OFFICE SUPPLIES	21.53

CHECK REGISTER FOR CITY OF HUNTINGTON WOODS
CHECK DATE FROM 06/03/2022 - 06/30/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/09/2022	6	43654	10764	LEXISNEXIS RISK SOLUTIONS	MONTHLY SUBSCRIPTION FEE	50.00
06/09/2022	6	43655	11003	LINGO COMMUNICATIONS	ALARM LINES	133.93
06/09/2022	6	43656	11419	JACQUELINE EVANS	HAND OUT ITEMS AT FERNDALE SCHOOL EVENT	53.76
06/09/2022	6	43657	11420	MACQUEEN EMERGENCY	FIRE GEAR FOR ZIMMERMAN AND PRIEST	6,671.95
06/09/2022	6	43658	11354	MEENAKSHI HANDA	YOGA INSTRUCTOR PAYMENT	861.00
06/09/2022	6	43659	11415	MIA CEASER	FRIENDS OF THE LIBRARY SCHOLARSHIP	1,000.00
06/09/2022	6	43660	10606	MICHIGAN RECREATIONAL CONSTRUCTION	REYNOLDS PARK IMPROVEMENTS	5,140.00
06/09/2022	6	43661	06373	MIDWEST TAPE	HOOFIA MEDIA	1,383.32
06/09/2022	6	43662	MISC	MILTENBERGER, VERA E	BD Bond Refund	75.00
06/09/2022	6	43663	MISC	MR ROOF HOLDING CO LLC	BD Bond Refund	128.00
06/09/2022	6	43664	10971	NATURAL COMMUNITY SERVICES	STATUE PARK WATER AND WEED	175.00
					SCOTIA PARK TRIMMING AND WEEDING	425.00
						600.00
06/09/2022	6	43665	03979	NORTHWEST POOLS, INC.	POOL CHEMICALS	467.50
					POOL CHEMICALS	270.00
					POOL CHEMICALS	723.90
						1,461.40
06/09/2022	6	43666	05376	CITY OF OAK PARK	SOCMA DINNER REIMBURSEMENT	464.76
06/09/2022	6	43667	00166	OAKLAND COUNTY	SEWAGE DISPOSAL CHARGES	98,984.32
06/09/2022	6	43668	02997	OAKLAND COUNTY MEDICAL CONTROL AUTH	PUBLIC SAFETY MEDICAL WEBSITE SUPPORT	75.00
06/09/2022	6	43669	00163	OAKLAND COUNTY PARKS & RECREATION	STAGE RENTAL FOR CONCERT IN THE PARKS	3,300.00
06/09/2022	6	43670	00586	OFFICE DEPOT	OFFICE SUPPLIES	181.59
06/09/2022	6	43671	09835	OVERHEAD DOOR WEST COMMERCIAL INC.	OVERHEAD DOOR REPAIR	155.00
06/09/2022	6	43672	11421	PHIL HILLIARD	CLASS REFUND	266.00
06/09/2022	6	43673	00181	POLICE OFFICERS ASS'N OF MICH	UNION DUES	390.48
06/09/2022	6	43674	10630	POLICE OFFICERS LABOR COUNCIL	UNION DUES	452.25
06/09/2022	6	43675	11006	PREMIER GROUP ASSOCIATES	HW WEEKLY CUT	1,038.00
					HW WEEKLY CUT	1,038.00
						2,076.00
06/09/2022	6	43676	MISC	RAMTRA REMODELING	BD Bond Refund	437.00
06/09/2022	6	43677	11414	REGINALD HAWKINS MUSIC, LLC	JUNETEENTH SONG FEE MINUS DEPOSIT	375.00
06/09/2022	6	43678	00108	RKA PETROLEUM COMPANIES, INC.	REGULAR FUEL	3,187.82
06/09/2022	6	43679	11425	ROBERT BRUNHILD	CONCERT IN THE PARK MUSICIAN	1,200.00
06/09/2022	6	43680	MISC	SCULPTURE CABINETRY RENOVATION	BD Bond Refund	505.00
06/09/2022	6	43681	11143	SHARE CORPORATION	DEODORIZER	194.22
06/09/2022	6	43682	02506	SIGNS-N-DESIGNS	GARAGE SALE SIGNS	85.00
06/09/2022	6	43683	11323	STEVEN H. SCHWARTZ & ASSOCIATES	LABOR ATTORNEY WORK	175.00
06/09/2022	6	43684	11423	STUART TUCKER	CONCERT IN THE PARK MUSICIAN	700.00
06/09/2022	6	43685	11400	TASTE: A COOK'S PLACE	INSTRUCTOR PAYMENT - JUNE 16TH PROGRAM	300.00
06/09/2022	6	43686	10161	RALPH TAYLOR	MUSICAL ACT- 4TH OF JULY PARADE	1,200.00
06/09/2022	6	43687	09178	THE RAGBIRDS LLC	CONCERT IN THE PARK MUSICIAN	1,500.00
06/09/2022	6	43688	09143	TREE OF LIFE CULTURAL ARTS STUDIO	4TH OF JULY PARADE PERFORMANCE	550.00
06/09/2022	6	43689	01927	UNIVERSAL PLUMBING SUPPLY	HARDWARE AND TUBING	5.86
06/09/2022	6	43690	11009	VAVOON BAND	CONCERT IN THE PARK MUSICIAN	1,100.00
06/09/2022	6	43691	07255	WOW INTERNET AND CABLE	INTERNET	232.98
06/09/2022	6	43692	11417	ZACH KIRKWOOD	LEAGUE PAY	24.00
06/09/2022	6	43693	11416	ZACH MAURICE	LEAGUE PAY	32.00
06/16/2022	6	43694	11430	BAORAB FARE	CATERING FOR JUNETEENTH EVENT	2,088.20
06/21/2022	6	43695	11362	ST SABBAS	RUSSIAN HIGH TEA	290.00
06/21/2022	6	43696	11431	STAGE NATURE CENTER	CAMP FIELD TRIP	120.00
06/21/2022	6	43697	09117	TROY GYMNASTICS	RECREATION FIELD TRIP	460.00
06/21/2022	6	43698	05605	ZAP ZONE	CAMP FIELD TRIP	526.00

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Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/23/2022	6	43699	10833	ABSOPURE WATER COMPANY	WATER FOR PUBLIC SAFETY	55.90
					WATER FOR PUBLIC SAFETY	12.00
					WATER FOR PUBLIC SAFETY	55.90
						123.80
06/23/2022	6	43700	11228	ACCURATE BACKFLOW TESTING LLC	BACKFLOW TESTING REC CENTER	1,180.00
06/23/2022	6	43701	11436	AWANDA ZIMMERMAN	CPR TRAINING FINAL PAYMENT	225.00
06/23/2022	6	43702	10951	AMAZON CAPITAL SERVICES INC	BOARD ACCENTS FOR CLASSROOM	13.34
					LIBRARY PROGRAM SUPPLIES	47.30
					COLOR COPY PAPER	50.97
					FOIL AND SOIL FOR REC CENTER PLANTS	16.17
					DEPOSIT BAGS	20.70
						148.48
06/23/2022	6	43703	MISC	ANTO GLASS BLOCK INC.	BD Bond Refund	75.00
06/23/2022	6	43704	10924	AXON ENTERPRISES, INC	DYNAMIC BUNDLE	8,916.48
06/23/2022	6	43705	MISC	B DRY SYSTEMS OF S.E. MICHIGAN	BD Bond Refund	75.00
06/23/2022	6	43706	00017	BAKER & TAYLOR BOOKS	BOOKS	136.24
					BOOKS	61.84
					BOOKS	52.01
					BOOKS	167.04
					BOOKS	16.53
					BOOKS	293.63
					BOOKS	952.19
					BOOKS	5.99
					BOOKS	32.77
						1,718.24
06/23/2022	6	43707	11333	AMY BERRY	MEETING MINUTE RECORDING	150.00
06/23/2022	6	43708	00023	BIG D LOCK CITY	KEYS	20.10
06/23/2022	6	43709	00024	BILLINGS LAWN EQUIPMENT	EQUIPMENT MAINTENANCE	83.60
					EQUIPMENT MAINTENANCE	109.02
						192.62
06/23/2022	6	43710	11284	BLACKSTONE PUBLISHING	AUDIO BOOKS	233.19
06/23/2022	6	43711	07754	BLUE CROSS BLUE SHIELD OF MICH	RETIREE HEALTH CARE	11,262.57
					ACTIVE INSURANCE	54,320.40
					INSURANCE OVER 65	2,273.26
					INSURANCE UNDER 65	10,323.38
						78,179.61
06/23/2022	6	43712	04117	BOB'S SANITATION SERVICE	PORTA POTTY	90.00
06/23/2022	6	43713	11010	LAUREN BROOKS	SIT AND FIT INSTRUCTOR PAYMENT	236.60
06/23/2022	6	43714	11392	BRYNNE BARNES	JUNETEENTH BOOK READING	150.00
06/23/2022	6	43715	08779	BS & A SOFTWARE	BS&A BUILDING SERVICES	1,000.00
06/23/2022	6	43716	10705	CANFIELD EQUIPMENT SERVICE, INC	BUILD OUT FOR PATROL VEHICLE	16,305.87
06/23/2022	6	43717	11429	CARLA BIBART	CLASS REFUND	276.00
06/23/2022	6	43718	11229	CENGAGE LEARNING INC	BOOKS	151.95
06/23/2022	6	43719	10945	CAL CHAMPINE	PIANO TUNING	150.00
06/23/2022	6	43720	MISC	CHRISTOPHER THOMAS CONSTRUCTION	BD Bond Refund	1,900.00
06/23/2022	6	43721	07736	CINTAS CORPORATION #31	BUILDING SUPPLIES	73.65
06/23/2022	6	43722	10586	CMP DISTRIBUTORS INC	EXTERNAL VEST CARRIER	214.00
06/23/2022	6	43723	10542	COOL THREADS EMBROIDERY	PUBLIC SAFETY SHIRTS	387.00
06/23/2022	6	43724	05237	CRANBROOK INSTITUTE OF SCIENCE	KIWI FIELD TRIP	496.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/23/2022	6	43725	07501	CRANDALL-WORTHINGTON INC	RECREATION SUPPLIES	36.00
					GENERAL SUPPLIES	457.93
						493.93
06/23/2022	6	43726	11437	DEBORAH HECHT	GALLERY ART SALE	332.50
					GALLERY ART SALE	700.00
						1,032.50
06/23/2022	6	43727	11134	EASTON TELECOM SERVICES, LLC	ALARM LINES	77.39
06/23/2022	6	43728	MISC	FATHER & SON CONSTRUCTION	BD Bond Refund	420.00
06/23/2022	6	43729	00932	CITY OF FERDALE	LEAF SEASON- FERDALE YARD USAGE	5,701.41
06/23/2022	6	43730	02358	FIRE DEFENSE EQUIPMENT CO	REC CENTER INSPECTION	245.11
06/23/2022	6	43731	11307	SCOTT GLOWINSKI	PLUMBING AND MECHANICAL INSPECTIONS	3,630.00
06/23/2022	6	43732	10754	GREAT LAKES WATER AUTHORITY	INC CHARGES	284.97
06/23/2022	6	43733	02237	CLAIRE GRECO	ADOPT-A-GARDEN SERVICES	83.38
06/23/2022	6	43734	02161	GUNNERS METER & PARTS	DWP SUPPLIES	1,001.00
06/23/2022	6	43735	10039	ALICE HAM	POTTERY INSTRUCTOR PAYMENT	903.00
06/23/2022	6	43736	10744	TARA HAYES	JUNE FILM DISCUSSION	200.00
06/23/2022	6	43737	05509	HERSCH'S, INC.	SINKER PARTS	37.70
06/23/2022	6	43738	00090	INDUSTRIAL BROOM SERVICE	SWEPPER SUPPLIES	1,112.00
06/23/2022	6	43739	11440	JAMIE MARX	FINGERPRINTS	64.25
06/23/2022	6	43740	10788	JAY'S SEPTIC TANK SERVICE	PORTA POTTY	270.00
					PORTA POTTY	140.00
						410.00
06/23/2022	6	43741	11434	JEN GURZICK	GIRLS VOLLEYBALL INSTRUCTOR PAYMENT	1,596.00
06/23/2022	6	43742	11435	JESSICA REAUME	FINGERPRINTS	64.25
06/23/2022	6	43743	11438	JOANNE JOHNSON	LIBRARY PROGRAM SUPPLIES	10.43
06/23/2022	6	43744	04943	JOE'S AUTO PARTS	AUTO PARTS	9.48
					AUTO PARTS	20.33
						29.81
06/23/2022	6	43745	00478	KELLER THOMAS	GENERAL MATTERS	43.75
06/23/2022	6	43746	05374	LB OFFICE PRODUCTS	OFFICE SUPPLIES	138.44
					OFFICE SUPPLIES	69.22
					OFFICE SUPPLIES	37.32
					OFFICE SUPPLIES	18.66
					OFFICE SUPPLIES	41.05
					OFFICE SUPPLIES	19.87
						324.56
06/23/2022	6	43747	11428	LEO ABRAMSKY	CAMP FINGERPRINTS	64.25
06/23/2022	6	43748	00543	THE LIBRARY NETWORK	ANCESTRY SUBSCRIPTION	1,083.28
06/23/2022	6	43749	00110	LIGHTING SUPPLY CO	LIGHT BULBS	117.67
06/23/2022	6	43750	00049	MATHESON TRI-GAS INC	HAZARDOUS MATERIALS	223.72
06/23/2022	6	43751	11412	MATTHEW GRECKI	CAMP REFUND	290.00
06/23/2022	6	43752	06821	MCKESSON MEDICAL- SURGICAL	MEDICAL SUPPLIES	77.58
06/23/2022	6	43753	05225	BEVERLY MEYER	SUMMER READING OUTDOOR CONCERT	350.00
06/23/2022	6	43754	07721	MICHIGAN ASSOC OF PLANNING	MEMBERSHIP RENEWAL	65.00
06/23/2022	6	43755	06373	MIDWEST TAPE	MEDIA	71.97
					MEDIA	11.24
					MEDIA	129.68
					MEDIA	11.24
					MEDIA	335.03

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/23/2022	6	43756	MISC	MONROE, PAUL H	BD Bond Refund	559.16
06/23/2022	6	43757	00142	MOTOR CITY FASTENER, LLC	DPW SUPPLIES	420.00
						162.40
06/23/2022	6	43758	MISC	MURRAY BUILT CONST CO	BD Bond Refund	110.00
					BD Bond Refund	130.00
					BD Bond Refund	150.00
						390.00
06/23/2022	6	43759	03979	NORTHWEST POOLS, INC.	POOL CHEMICALS	1,680.90
06/23/2022	6	43760	07200	NYE UNIFORM	STAR COLLAR BRASS	34.00
06/23/2022	6	43761	00586	OFFICE DEPOT	OFFICE SUPPLIES	14.99
					OFFICE SUPPLIES	29.99
					OFFICE SUPPLIES	10.55
					OFFICE SUPPLIES	5.49
					OFFICE SUPPLIES	21.99
					OFFICE SUPPLIES	20.91
					OFFICE SUPPLIES	119.95
					OFFICE SUPPLIES	60.74
					OFFICE SUPPLIES	25.98
						310.59
06/23/2022	6	43762	06488	POOLS & SPAS A GO GO, INC.	POOL CHEMICALS	249.90
06/23/2022	6	43763	11006	PREMIER GROUP ASSOCIATES	HW WEEKLY CUT	1,349.40
					HW WEEKLY CUT	1,349.40
						2,698.80
06/23/2022	6	43764	10186	PRINCIPAL LIFE INSURANCE COMPANY	DENTAL INSURANCE	3,677.84
06/23/2022	6	43765	MISC	RAMTRA REMODELING	BD Bond Refund	162.00
					BD Bond Refund	780.00
						942.00
06/23/2022	6	43766	MISC	RENEWAL BY ANDERSON	BD Bond Refund	92.00
					BD Bond Refund	94.00
						186.00
06/23/2022	6	43767	00108	RKA PETROLEUM COMPANIES, INC.	DIESEL FUEL	2,203.55
					REGULAR FUEL	2,897.66
						5,101.21
06/23/2022	6	43768	00407	ROAD COMMISSION FOR OAKLAND COUNTY	COLD PATCH	507.28
06/23/2022	6	43769	MISC	ROCK SOLID EXTERIORS	BD Bond Refund	120.00
06/23/2022	6	43770	09914	ROSATI SCHULTZ JOFFPICH AMTSBUECHLER	RETAINER WORK	4,500.00
					CODE VIOLATION PROSECUTIONS	575.00
						5,075.00
06/23/2022	6	43771	MISC	SELECT RENOVATIONS	BD Bond Refund	135.00
06/23/2022	6	43772	08904	SKYHAWKS SPORTS ACADEMY INC	SKYHAWKS INSTRUCTOR PAYMENT	675.50
06/23/2022	6	43773	00209	SOC RESOURCE RECOVERY AUTHORITY	SPECIAL WASTE	325.05
					BASIC REFUSE, RECYCLABLES, & YARD WASTE	17,067.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/23/2022	6	43774	04095	SONITROL TRI-COUNTY	PUBLIC SAFETY CAMERAS	155.42
06/23/2022	6	43775	11433	SOPHIA PAPADOPOULOS	FRUIT CAMP STAFF TRAINING SUPPLIES FRUIT CAMP STAFF TRAINING SUPPLIES CAMP SUPPLIES FINGERPRINTS	19.99 166.85 115.15 64.25 <u>366.24</u>
06/23/2022	6	43776	05019	STATE OF MICHIGAN	DRY GAS	30.00
06/23/2022	6	43777	11441	STATE OF MICHIGAN	RACKHAM HISTORIC PLAQUE	4,400.00
06/23/2022	6	43778	11432	TECALEMIT	FUEL MONITORING SYSTEM	4,590.02
06/23/2022	6	43779	11439	TIRE WHOLESALERS COMPANY, INC	TIRES	108.00
06/23/2022	6	43780	MISC	TRADEMARK CONSTRUCTION	BD Bond Refund	420.00
06/23/2022	6	43781	09912	KRIS TRUZZI	CONCERT IN THE PARK/4TH OF JULY SERVICES	1,400.00
06/23/2022	6	43782	MISC	WALLSIDE WINDOWS	BD Bond Refund	75.00
06/23/2022	6	43783	MISC	WINDOW PRO	BD Bond Refund	163.00
06/23/2022	6	43784	07255	WOW INTERNET AND CABLE	CABLE	64.42
06/23/2022	6	43785	11417	ZACH KIRKWOOD	LEAGUE PAY	60.00
06/23/2022	6	43786	11416	ZACH MAURICE	LEAGUE PAY	16.00
06/24/2022	6	43787	11442	HOLLYWOOD MARKET	BOXED LUNCH FOR SENIORS	131.76
06/27/2022	6	43788	08558	CREATIVE ARTS STUDIO OF ROYAL OAK	FIELD TRIP PAYMENT	281.00
06/28/2022	6	67(E)	10956	CITY VISA CREDIT CARDS	BOOKS CATERPILLARS FOR INSECT THEME MOTHER'S DAY POTS PICTURES MOTHER'S DAY NECKLACE SUPPLIES LIGHT TABLE ITEMS CRAFT ITEMS FOR FATHER'S DAY SCREEN FOR BOY BAGS CABINET MINI CANVAS BOX FOR DECK BOX RETURN SAND PAILS CRAFT ITEMS PLANNING CONFERENCE REGISTRATION PLANNING CONFERENCE REGISTRATION PLANNING CONFERENCE REFUND PLANNING CONFERENCE REFUND BAGELS FOR ELECTION WORKERS PRELIMINARY BREATH TEST MACHINES INMATE PROPERTY BAGS EMT REGISTRY BEADS FOR LIBRARY ACTIVITY ZOOM SUBSCRIPTION SOFTWARE UPDATE POSTCARDS FOR EXHIBIT POSTCARDS FOR EXHIBIT FACEBOOK PROMOTION WIFI EXTENDER ADOBE INDESIGN SUBSCRIPTION FINANCE DIRECTOR JOB POSTING FINANCE DIRECTOR JOB POSTING TIM ROWLAND FAREWELL LUNCH PIZZA FOR ELECTION WORKERS COFFEE AND BAGELS FOR ELECTION WORKERS CITY HALL ZOOM SUBSCRIPTION POOL TEST CHEMICALS	55.46 39.15 16.96 5.37 17.77 25.18 117.09 19.49 349.79 26.49 50.35 10.60 66.72 100.00 100.00 (100.00) (31.25) 60.90 655.50 69.16 85.00 88.88 119.16 381.47 22.11 48.86 25.00 116.59 22.25 262.50 495.00 165.20 169.76 130.68 15.89 49.85
						17,392.05

CHECK REGISTER FOR CITY OF HUNTINGTON WOODS
CHECK DATE FROM 06/03/2022 - 06/30/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					POOL DESK UNIFORMS	564.23
					POTTERY CLASS SUPPLIES	480.89
					SHIFT SCHEDULING PROGRAM	216.00
					RECREATION ZOOM SUBSCRIPTION	15.89
					REC CENTER TEST	7.00
					STAFF UNIFORMS	352.11
					FOOD FOR NEW RESIDENTS RECEPTION	21.53
					FOOD FOR NEW RESIDENTS RECEPTION	69.60
					POOL BATTERIES	33.90
					NEW RESIDENTS RECEPTION SUPPLIES	30.71
					NEW RESIDENTS RECEPTION SUPPLIES	48.78
					PIZZA FOR LIFE GUARD TRAINING	124.15
					LATCHKEY SNACKS	24.90
					LATCHKEY PIZZA LUNCH	89.95
					CAMP HEAD STAFF EVENT	52.50
					PIZZA FOR HEAD STAFF MEETING	14.83
					HEAD STAFF OUTING	15.00
					RECREATION ADOBE SUBSCRIPTION	15.89
						<u>6,030.79</u>
06/30/2022	6	43789	MISC	2ND GEN PLUMBING	BD Bond Refund	1,000.00
06/30/2022	6	43790	11445	AARON ZEEVI	POOL REFUND	104.00
06/30/2022	6	43791	10951	AMAZON CAPITAL SERVICES INC	CAMP SUPPLIES	92.91
					OFFICE SUPPLIES	38.79
					CAMP SUPPLIES	47.34
					CAMP SUPPLIES	41.98
					CAMP SUPPLIES	111.98
					CAMP SUPPLIES	47.74
						<u>380.74</u>
06/30/2022	6	43792	11011	AMERICAN UNITED LIFE INSURANCE CO	LIFE INSURANCE	593.46
06/30/2022	6	43793	MISC	ANDERSON RESTORATION INC	BD Bond Refund	92.00
06/30/2022	6	43794	09447	APPLIED IMAGING	COPPER METER	263.47
06/30/2022	6	43795	08622	ASCENSION MICHIGAN AT WORK	PHYSICAL AND DRUG SCREEN - LOWERY	86.00
06/30/2022	6	43796	07736	CINTAS CORPORATION #31	MAT CLEANING	12.14
					MAT CLEANING	14.76
					MAT CLEANING	22.26
					BUILDING SUPPLIES	67.60
					MAT CLEANING	14.76
					MAT CLEANING	12.14
					MAT CLEANING	67.60
					MAT CLEANING	22.26
					MAT CLEANING	12.14
					MAT CLEANING	14.76
					BUILDING SUPPLIES	67.60
					MAT CLEANING	22.26
					MAT CLEANING	22.26
					BUILDING SUPPLIES	32.23
					MAT CLEANING	14.76
					MAT CLEANING	12.14
						<u>431.67</u>
06/30/2022	6	43797	00040	CONSUMERS ENERGY	NATURAL GAS	399.62
					NATURAL GAS	163.57
					NATURAL GAS	15.00
					NATURAL GAS	148.96

CHECK REGISTER FOR CITY OF HUNTINGTON WOODS
CHECK DATE FROM 06/03/2022 - 06/30/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/30/2022	6	43798	03648	CREATIVE AWARDS	NATURAL GAS	55.13
06/30/2022	6	43799	11447	DANIEL J BRIERE	NATURAL GAS	664.91
					NATURAL GAS	6,282.94
						<u>7,730.13</u>
06/30/2022	6	43800	00048	DTE ENERGY	TROPHIES	393.80
					CAMP ANIMAL FIELD TRIP - JULY 8, 2022	350.00
					ELECTRIC	16.06
					ELECTRIC	14.76
					ELECTRIC	62.31
					ELECTRIC	25.11
					ELECTRIC	379.52
					ELECTRIC	1,724.54
					ELECTRIC	15.27
					ELECTRIC	15.02
					ELECTRIC	18.33
					ELECTRIC	55.38
						<u>2,326.30</u>
06/30/2022	6	43801	10795	DYNAMIC SCHOOL ASSEMBLIES INC.	LIBRARY PROGRAM FOR JULY 7, 2022	495.00
06/30/2022	6	43802	06403	EAGLE LANDSCAPING & SUPPLY CO.	RESTORATIONS	125.00
06/30/2022	6	43803	10950	DUAINE FRANKS LLC	BUILDING INSPECTIONS	1,000.00
					BUILDING INSPECTIONS	1,000.00
						<u>2,000.00</u>
06/30/2022	6	43804	03798	GRAINGER	TURNSTILE BY POOL	317.40
					PUMP FOR LASALLE FOUNTAIN	242.00
						<u>559.40</u>
06/30/2022	6	43805	MISC	HARVARD HOMES LLC	BOND REFUND 10013 E. 11 MILE	75.00
06/30/2022	6	43806	MISC	HUFFMASTER, BRETT	BD Bond Refund	120.00
06/30/2022	6	43807	10953	IDEAL ELECTRICAL INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	650.00
					ELECTRICAL INSPECTIONS	650.00
						<u>1,300.00</u>
06/30/2022	6	43808	11072	J.M. MOTSCHALL	CAREER COUNSELING INTERVIEW	895.00
06/30/2022	6	43809	10788	JAY'S SEPTIC TANK SERVICE	PORTA POTTY	270.00
					PORTA POTTY	140.00
					PORTA POTTY	140.00
						<u>550.00</u>
06/30/2022	6	43810	04943	JOE'S AUTO PARTS	AUTO PARTS	81.50
					AUTO PARTS	77.39
						<u>158.89</u>
06/30/2022	6	43811	11443	KATIE BLAKE	CAMP REFUND	290.00
06/30/2022	6	43812	MISC	KENDALL PROJECT MANAGEMENT	BD Bond Refund	400.00
06/30/2022	6	43813	05374	LB OFFICE PRODUCTS	OFFICE SUPPLIES	42.33
06/30/2022	6	43814	00112	MADISON NATIONAL LIFE INS CO.	INSURANCE	2,149.42
06/30/2022	6	43815	11446	MARTY MADDIN	CAMP REFUND	145.00
06/30/2022	6	43816	11412	MATTHEW GRECKI	CLASS REFUND	266.00
06/30/2022	6	43817	MISC	MICHIGAN BASEMENT CONTRACTORS	BD Bond Refund	184.00

**CITY OF HUNTINGTON WOODS
HISTORIC DISTRICT COMMISSION
MINUTES
April 6, 2022
7:30 p.m.**

In Person Meeting – Huntington Woods Commission Room

Commissioner Chris Vogelheim called the Meeting to order at 7:32 p.m

PRESENT: Mark Fink, Jeffrey Abt, Michael Burshtein, Chris Vogelheim, Robert Lebow, Steve Behrmann

ABSENT: Jeff Jenks,

City Staff Present: Zoning Administrator, Hank Berry.

APPROVAL OF MINUTES:

Behrmann motioned to amend the minutes from March 17, 2022 to include, on page two, the reasoning behind the change in roofing material as a notice to proceed as it constitutes a hazard to the occupants.

Vogelheim motioned to amend the minutes from March 17, 2022 to include the inquisition about having the original drawings to determine whether or not the wood was original to the house.

Fink made a motion to accept the minutes as amended. The motion was seconded by Lebow.

Ayes: Mark Fink, Michael Burshtein, Chris Vogelheim, Robert Lebow, Steve Behrmann

Nays: None

Absent:

Absention: Jeffrey Abt

The Motion Carried.

AGENDA ITEMS:

Matter of a review for an addition for the Shore Residence at 26398 Hendrie Boulevard

Michael Ostrowski, of Ostrowski Design Group LLC: I am here tonight with my brother, and associate Peter Ostrowski. We are the firm that is representing David and Helen Shore. They are the owners of the home at 26398 Hendrie Boulevard, which is situated in the Historic District of Huntington Woods, which is the subject of the presentation tonight. Our firm is in charge of the preparation and designing of

documents, and is requesting a certificate of appropriateness regarding our proposal, which includes an addition to the exterior and interior renovations of the aforementioned residence. We submitted, as required, existing, as built, site and architectural floor plans and elevations as well as a proposed engineering site plan, dimensioned architectural floor, roof plans, and elevation plans for your review. You should be made aware that all original drawings of this residence were unavailable, as well as any documentation regarding original exterior or interior material specifications. Ostrowski Design Group LLC. has diligently researched and documented both on-site and literary inquiry, all reasonable and available resources regarding this property. There will be six main divisions to our presentation.

1. The existing site plan, principal elevation and history.
2. The characteristics of the building's architectural style.
3. The existing exterior elevations combined with site conditions.
4. The owners programming specifics
5. The design proposal including site, floor plans, exterior elevations including materials
6. Review the Huntington Woods planning and historic commission guidelines for additions and the secretary of the interior state of Michigan standards for appropriateness.

Ostrowski then referenced the site plans for the Shore Residence at 26398 Hendrie. The existing 2,555 square foot residence is situated approximately 100 feet south of the intersection of Hendrie Boulevard, and Dundee Road. It's 17,522 square foot lot is located in the Hill Historic District of Huntington Woods, and has an r1b single family residential zoning classification. The front entrance and the walkway to the house and its address are from Hendrie Boulevard, but due to it's site orientation the driveway and the unattached garage are located off of Dundee Road. It is obviously a very awkward circumstance when the occupants cannot enter the main front entrance from their driveway. The existing non-original, unattached 450 square foot garage with an asphalt drive and no separate walkway is located over 30 feet from the house and the ground. Our site grade is more than six feet below the residence's rear entrance and finished floor line. Here again, an existing awkward and unfortunately setting has now become a hazardous condition. The existing lot coverage is 2046 square feet, which is 11.7% lot coverage with the maximum allowable lot coverage of 30%, which equates to 5,257 square feet. The existing property setbacks are in compliance with zoning regulations, and the maximum size of allowable residential floor space on this lot cannot exceed 4,412 square feet. We were unable to find definite information or documentation regarding the original architect or construction company or when past renovations and/or additions including the existing garage were started, and/or completed. We do know however that the original residence was constructed in 1927 and was known as the Alvin Griffith house.

The structure has a brick exterior facade with limestone detailing with asphalt shingles low pitched, hip roof and two foot wide overhanging eaves. The original existing single paned, double hung windows have upper sash muntin bars, and are covered with non-original failing and/or inoperable combination aluminum storm screen units. The original eaves and lower window spandrel panels are covered with an unknown corrugated metal shrouding; which is foreign to construction materials and practices of the time of the build and that this material is blocking soffit venting which is critical for structural roof stability. There is considerable evidence of window removal, and brick infill - especially on the rear portion of the building, and the eastern side porch. The western side porch, which is to the right, has none of the non-original full-size single-paned aluminum sash glazing windows, which are terribly energy inefficient, and render that room unusable during many months of the year. Both side porches also show evidence of wrought iron railings that have been removed which were originally situated between the separated brick

columns which together formed a parapet surrounding the flat roofs on both porches. All in all, however, the house was well built, has a considerable and stately presence, and is regarded as a major asset with architectural significance in the historic district.

Next the characteristics of the residence's architectural style were presented, which is the Italian Renaissance revival style. For the renowned architectural preservation research team of Virginia, Lee McAllister, in their reference book, *A Field Guide to American Houses*, published in 1984 identifies that this residence is a prime example of the Italian Renaissance Revival Style, circa 1890-1930, published in New York. We also referenced John Blumenson's book identifying American architecture, a pictorial guide to the styles and terms from 1600-1945, also published in New York. As well as Herbert Pothorn's book, *Architectural Styles*, published by the Viking press in New York, also. The main characteristics which they know, and which we find on the Shore residence are as follows: as noted, a large-scale single-family residential building, a rectangular plan, simple low-pitched hip roof with wide overhanging eaves, symmetrical brick and stone facade with symmetrically placed side porches with flat roofs and surrounding short pair bits of brick, limestone, and wrought iron railings. I'd like to note here that an asymmetrical subtype called a hip roof, with projecting wings is characterized by a two-story center entry design which maintains symmetry while the projecting one or two-story wings are balanced by massing and/or forward of/or recessed back from the central mass. Prominently defined front entrance with classical detailing including columns and an entablature of painted wood and an upper wrought iron railing. A large, main front facade arch windows and/or enframements, smaller and non-uniform on the upper level. Continuous prominent belt string course of brick soldier coursing with limestone sills and corner medallions which defined the upper floor and the limestone window sills. Finally, under window spandrel panels. The evidence of the removal of the wrought iron railings exists. There is no remaining railing, nobody knows when they were removed, they're just stubs sitting in the brick columns. Next, the large front arched windows and/or enframements which are therefore across the front. Next is the under window spandrel panels which are also covered in that unknown metal.

Next we would like to present the existing, as built documents which include the four main elevations of the Shore residence, as well as photos depicting the existing site conditions. There is a reference to sheet A4, which is visible on the screen, has the existing front elevation. The side porch windows, the right spandrel panels are also seen as missing character in material, as well as missing wrought iron railings. The window above the entablature or the architrave is a sliding window which we do not know when it was installed but it is foreign to the structure, to the type of style and also the window itself. The existing side elevation facing Dundee is the bottom elevation. This shows that the site and garage grade over six feet below the existing finished floor. If you look from the left, the garage is the finished grade and you can see where the main finished floor is six feet up, and is just below the spandrel panels showing on the side porch. Non-original brick infill on the side porch, which is left of those two windows, as well as a four spandrel material under the original windows with combination storm and screen units. Showing the missing wrought iron parapet, the foreign material on the roof dormer which is at the top of the roof, which is also that metal corrugated material, and the dilapidated wood deck with failing roof structure is the dotted line to the left of the main building, and as you can see there is a major proportional discrepancy between the non-original garage and the main structure.

Another photo showing the existing Dundee elevation was presented to the commission.

Sheet A5 was presented to the commission showing the existing rear elevation from behind the garage. It shows the non-original garage with cementitious panel siding that whole, 75% of that garage has a cementitious panel of some sort that is nailed to the stud walls that are about 10 ft. tall - obviously that is

not original to the house. The right side porch has non-original brick infill, which is just to the right of the garage. The side porch on the left side has non-original full-size single paned aluminum sash glazing. The missing wrought iron parapet on both side porches, however there is an error there being shown. They are not there, but we were planning to put them there. There's the foreign material on the roof dormer. There is the dilapidated wood deck with the failing wood structure. Ostrowski then shows all of the issues previously stated in pictures taken of the home.

The design proposal consists of four main elements: Owners program, Plans, Elevations, Materials. The proposed site plan is shown for the commission and public. The proposed site plan shows our proposed addition located directly behind the main residence abutting both the existing house and garage. The lot coverage footprint of the proposed residential addition is 1,116 square feet and the garage is 215.1 square feet, for a total additional lot coverage of 1331.1. This amount added to existing lot coverage of 2046 square feet equates to a proposed total of 3,342.1 square feet which is a total lot coverage of 19.1% where 25% is allowed. All required setbacks of the proposed structure are within allowable parameters. We are proposing new walkways from the Dundee roadside of the property to the entrance of the proposed addition and the existing residence in two locations. The first, so as to keep safe pedestrian passage from the public sidewalk to the residence, will be placed adjacent to the driveway. The second to allow pedestrian traffic from the front entrance of the house to the Dundee roadside of their property in a safe and secure manner and to allow the Shore's and any visitors to safely travel to their front door in a secure and convenient manner, instead of walking up, across and over 70 feet of lawn. We are proposing a replacement retaining wall, which will surround the proposed covered side entrance porch. This 30 inch high wall, also on the Dundee roadside, is to be constructed of brick with the limestone cap which is designed to protect the existing 40 foot tall pine, as well as other mature landscaping. We want to create a walk out or small courtyard for the porch and we feel it enhances the existing streetscape. We are also proposing a concrete patio area approximately 325 square feet placed immediately adjacent to the rear yard of the proposed addition to allow for dry egress from the renovated garage and basement egress areas. Finally we are proposing a 664 square foot elevated deck on the Hendrie Boulevard side of the property which will attach to the existing residence and the proposed addition. This deck will replace the existing structurally failing and rotting deck and will allow for family gatherings, scenic viewing of the existing cascading water feature and pond, and a direct access from the first floor to the lower grade by way of an outside stair.

Next, we would like to present our first floor garage and basement plans. The proposed first floor attachment plan, is raised six feet above the existing ground grade to align with the existing main floor. This construction will allow for uninterrupted and safe passage throughout the entire primary living space of the residence. This type of arrangement is extremely important for elderly residents who want to remain in their homes and continue a viable and active lifestyle. The proposed additional square footage is calculated at 1,103 square feet. This amount combined with the existing residences 2,555 square feet, will increase the livable space to 3,608 square feet. The maximum allowable floor area for an r1b residence combined bonuses and property sizes is 4,412 square feet. In our main floor plan proposal, we have integrated the entrance walkway and steps, covered porch vestibule, stairs and landings into a seamless transition which allow the Shore's to travel from grade to the main level over a height of six feet in gradual and measured heights. They will also be able to enter their garage from the residence in an enclosed and secured space, as well as the basement from the same passageway. This side entrance corridor, which we're calling it, is located at the front of the Dundee Road elevation and will be bathed in natural light from windows which echo the large arched, front facade windows and enframements that are distinct features of the Italian Renaissance Revival Style. We've also enlarged the existing kitchen to meet their Kosher kitchen

requirements, and have also provided a first floor master suite complete with dressing room and a bathroom which can be retrofitted at any time with any and all ADA specifications if the need arises. The garage on the left has been lengthened by 13 feet which is also in a very light shade. To allow for side entrances, both the interior and exterior, ingress and egress activity. The total garage square footage will be 684 square feet. We are also proposing to add a rear garage door to allow for grade level access to the rear of the property which is almost impossible at this time. The garage roof will be lifted approximately six and a half feet to provide loft storage above the vehicles and will be accessed from the new rear addition. The proposed basement plan will provide open storage space, mudroom, bathroom, with a zero clearance shower, laundry room, separate mechanical room, and a four foot wide opening to connect the new basement with the existing. There's also proposed a direct egress stairway to the rear yard for ease of access for the Shore's. In the future, if necessary, the basement stairs between the garage foundation, and bathroom leading up to the earlier mentioned side entrance corridor. Next we would like to present our second floor and roof plan. There are no changes, or proposed additions to the existing second floor that is on the right. Our proposal is for a one-story addition only. We are presenting this plan to demonstrate how the proposed roof operates. We are proposing to attach the addition to the existing flat over the existing rear deck area. This is important because it allows space for required and adequate egress from the existing second floor bedrooms, which are located at the rear of the residence. This action will also allow natural light to enter the second floor, as it has since 1927. We are adding approximately 120 square feet of flat roof on the Hendrie Boulevard side of the property. All flat roofs will be receiving new EPDM covering. This location is also where, if in the future, the proposed addition were removed the "essential form and integrity of the historic property and its environment would be unimpaired" per the Secretary of the Interior's Standards. All of the roofs are simple low hips, low pitch hips with 18 inch wide overhanging eaves which are in keeping with the expressed Italian Renaissance Revival Style. These roofs will be seen architectural asphalt shingles. We are also proposing standing seam metal roofing over the proposed side entrance, which will highlight the central mass of the entrance, which balances the overall additions asymmetric design. Its use also indicates the interior position of the side entrance corridor and stairways. Standing seam metal is being proposed for awnings over both of the front and rear garage door entrances and is being reinstalled on the existing side porch, flat roof parapet extensions on both the Dundee Road and Hendrie Boulevard elevations.

Next we would like to present the four main elevations. The upper elevation shows the existing residence with proposed new metal clad replacement windows with upper sash muntins and insulated glass in place of the non-original windows and storms. It also depicts the replacement painted wood spandrel panels under the windows in both side porches. We're also looking at installing new windows above the entrance architrave versus the non-original non-muntin slider unit. This elevation also shows the re-installation of the parapet metal railings on both side porches are approached by this appropriate replacements and repairs will enhance and reinforce the pure symmetry massing and detailing of the Italian Renaissance Revival Style. Also of importance for HW HDC guidelines, this elevation shows that the proposed new addition is not visible from the main front elevation.

On the lower half of the drawing, is the Dundee road side elevation. It is "the second front" of the property. Our proposed addition portrays a classical Italian Renaissance Revival asymmetrical subtype called hipped roof with projecting wings, which is characterized by one to two story center entry design, which maintains symmetry while the projecting one or two story wings are balanced by the massing forward of or recessing back from the central mass. Our proposed addition does that exactly. The garage on the left of the entry is smaller and closer to our center mass while the existing residence on the right is larger and more forward. While we have embraced the overall revival style, we have incorporated a somewhat more

eclectic approach. We are proposing a covered porch area with columns with a more contemporary feel, which support a full balcony with a metal railing echoing the railings of the original residence's side porch parapets. We are also proposing fully glazed arch windows with lower painted wood spandrels and eight inch thick limestone sills unlike the existing residence's front facade which has arched enframements with brick spandrels and thinner limestone sills. We are introducing more string coursing, brick soldier coursing, and more limestone corner medallion details not only on this elevation but more defined and numerous on the rear and back elevations. Our upper windows in the Italian Renaissance Revival Style are of different size but still muntined and in proportioned to the addition's height and overall massing. The recess connecting breezeway which is between the addition and the house is set back approximately 25 feet from the outermost edge of the original house reinforcing the guideline requirement to maintain a setback from the original building plan. Please note that even though the proposed addition is six feet lower than the main floor, we have diligently maintained a consistency incorporating existing and proposed cornice detailing and inherent architectural language of the existing historic structure.

Finally, the rear and Hendrie Boulevard elevations express the commitment of the addition to maintaining the integrity of the proposed roof lines to the original residence. Also, even though these elevations will rarely be seen from the street, the massing, positioning, and use of materials are consistently expressed and maintained. The non-original windows removed from the Dundee Road side porch will be repurposed and incorporated into the lower level of the original garage. The non-original windows removed from the kitchen will be repurposed and incorporated into the proposed upper storage loft of the garage. Since the garage is unconditioned, these windows present no significant energy deficiency. Here, as earlier mentioned, is the more expressive and extensive use of brick soldier coursing, eight inch limestone sills, and limestone corner medallions. A slide showing the proposed building materials was shown. Metal window exterior cladding finish material and trim color, metal standing seam roofing, gutters, and downspout finish, material and color, modular brick texture and finish and architectural asphalt shingle are shown. The next slide shows the proposed all wood with exterior metal clad replacement window by Pella Window and Door Company. Finally, a proposed finished addition mock up was shown to the commission and public, as seen from Dundee Road.

Berry: When we have an addition of this size and substance, we do what we usually do with the planning commission and that is to compare the proposed addition to the houses next door. When you have 26398, which is a subject property, and an extremely irregular lot - that is 17,522 square feet. To the south, there is another irregular shaped lot 115 by 105, 12,075 square feet, so that one is a little bit smaller but still a very large lot, and that house is 2,533 square feet. The house next to it is 2957 square feet but the lot is significantly smaller at 7,375 square feet. This will require ZBA appearance if approved by the HDC - should you decide on a favorable motion, any motion that you make should include subject to the approval of the zoning board of appeals. The garage is over the required size of 650 square feet by 34 square feet. It is possible that they could choose to trim that and then not have to make an appearance in front of the ZBA. If we go through the standards of the secretary of the interior: property shall be used for its historic purpose or placed in a new use that requires minimal change to the defining characteristics of the building and its site environment. There is not change, the use is still single-family residential - it was and is. Number two: the historic character of the property shall be retained and preserved. The removal of historic materials or alteration or features and spaces that characterize property should be avoided. The front of the house has changed but as a peninsula home, there are a minimum of three sides that are highly visible - which you should take into consideration in your deliberations. Each property shall be recognized as a physical record

of its time, place and use. Changes that create a false sense of historical development such as adding conjectural features, or architectural elements from other buildings shall not be undertaken. An addition of any kind does not necessarily violate the standard, but you should pay attention to the transition from the old to the new, and the end product. The properties change over time. Those changes that have acquired historic significance in their own right shall be pertained or shall be retained and preserved. The significance of the properties as it exists now - Mr. Ostrowski has illustrated some of the features that have been changed over time, and some of the windows and other key features that have been replaced previously and other materials that would not be typical. Distinctive features, finishes and construction techniques are examples of craftsmanship that characterize the property shall be preserved. With an addition, it's pretty much to the extent possible. You can't preserve that which you're obscuring. It definitely obscures and removes but what is it obscuring and removing, so you have to consider the impact of the addition, the transition from the house to the garage and anything else that you would feel that would be obscured or anything that this would do that would be detrimental to the resource itself. A historic feature shall be repaired rather than replaced where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old design, color, texture, other visual qualities, and where possible materials. Replacement of missing features shall be substantiated by documentary physical or pictorial evidence. Again, in the case of an addition this is difficult to apply but you may want to revisit standards 2, 9 and 10 when you think about this. Seven is the chemical and physical treatments such as sandblasting that caused damage to the historic materials should not be used, they're not doing that. The significant archaeological resources affected by a project shall be protected and preserved, if such resources must be disturbed, mitigation measures shall be undertaken. Again, there's no archaeological dig going on here. There's footings and basic construction applications. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old, and shall be compatible with the massing size, scale and architectural features to protect the historic integrity of the property and its environment. Again, one could argue that any addition destroys some historic material. The discussion about differentiation needs to take place. You should consider mass and scale. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property in its environment would be unimpaired. This is a substantial addition, it would be unlikely that it would be removed at any point as it requires significant structural changes. What you do want to take into consideration is what is being proposed is correct for the standards, the guidelines from the city, which I have enclosed in your packets. If you have any questions at this point in time, I'm sure that Mr. Ostrowski, myself or the Shore's will be happy to answer to the best of our ability.

Behrmann: It's tremendously creative, again from Point A to point B. I don't fully understand the floor plans with all the different elevations. I just want a better understanding because it looks like this porch and vestibule are really on the first floor but they're really not.

Ostrowski: explained the floor plan as proposed, showed the floor plan as it currently is and what is proposed.

Behrmann: is this truly the backyard or is this the front yard of the house?

Berry: That's the side yard. The front yard is actually on Hendrie.

Behrmann: which windows of the main historical structures are going to be replaced?

Ostrowski pointed out on the watercolor mockup which windows are to be replaced.

Behrmann: You do believe those are original windows?

Ostrowski: No, those are not original windows.

Behrmann: How about the windows that are on the front of the house, that will be considered the front of the main structure, not the wings?

Ostrowski: Those are original windows, those windows will stay.

Behrmann: What about the window above the door?

Ostrowski: That is not original.

Lebow: Well since we're leaving off with windows, I'll start with windows. The windows that are - these two triple banks have been changed to double banks.

Ostrowski: Yes but those are not original windows

Lebow: The form is original to the house

Ostrowski: The form is original yes, but the windows are not. As is the panel plus the fact that they bricked in -

Lebow: I'll go right to panels. Are those not board and batten?

Ostrowski: No, they're metal. It's a metal covering, of the same material that is underneath the soffits. It's a 70s material. It is a corrugated cut that has been slapped onto -

Lebow: So you don't know what's underneath it?

Ostrowski: We know it's wood, we're assuming it's wood for sure.

Lebow: but you don't know what the decorative form is?

Ostrowski: No, we haven't pulled that off but we do know that it is underneath the soffits and it is also on the dormer on the roof, and it is haphazardly screwed onto that but it is -

Lebow: you frequently use the term non-original, as we don't have original plans - how do you know that everything you stated is not original isn't original?

Ostrowski: Just by our historic looking at homes from around the area -

Lebow: Can you tell me please how you know the garage is not original?

Ostrowski: The wood on the inside of the garage.

Berry: The garage is not original.

Lebow: Can we please go to, do you have a photograph of the rear of the house? These two windows. Can we go to a photograph or a drawing of the west elevation? I want to see the Hendrie side of the garage. There's the window.

Ostrowski: That's not a window, it's an artifact.

Lebow: I would like to see the plan which shows the first floor plan renovation. On this plan, where is the existing rear wall of the house?

Ostrowski: That heavy black line.

Lebow: Is that entire wall coming out?

Ostrowski: yes. Not the upper floor, just the lower level which is an infill brick and windows that are not original. The windows behind the living room are staying.

Lebow: You said that you were going to reinstall the standing seam roofs - how do we know that there were standing seam roofs there?

Ostrowski: Well we knew there were metal roofs. There's shingle there and under the shingle is metal. The metal was flashed up and goes down underneath and they put shingle over the top of it on both ends.

Lebow: and when you replicate, or when you reinstall the metal railings, of what pattern and design are those going to be?

Ostrowski: They will be consistent with an Italian Renaissance Revival Style, it would be a very simple, not overly ornate

Lebow: Will they not be the same as the existing railings over the front door?

Ostrowski: Hopefully, probably they will be.

Lebow: This needs to be a definite, this is what you're going to do, i'm going to replicate these precisely or these are going to be something similar to.

Ostrowski: Well all I can tell you Robert is that there is no definite information regarding that rail over the door, if it is matching because the one over the door is in smaller size than the ones over the parapets. I

can't definitely say that we can match that in proportion and size. But in the style that would be appropriate to the house.

Lebow: I understand. Going back to the "largest" elevation of the house is the front,

Ostrowski: The main elevation

Lebow: The main elevation, the Dundee side is not larger than the front of the house? The number one front. With the addition, is the Dundee side not larger than the main elevation? From the front, all the way back to the garage, is that dimension not greater than the existing front of the house?

Ostrowski: Our addition is not because it is sitting -

Lebow: Not the addition, the entire structure

Ostrowski: I would say yes. You can see, you can look right up there and say yes it is.

Lebow: The front of the house, the main elevation is smaller than the proposed new structure.

Ostrowski: I would not say smaller, I would say it's shorter in length but the main front of the house is more dominant and predominant. It's raised up higher than the addition. The side addition is lower. It's only a one story addition.

Lebow: but it's longer

Ostrowski: It is longer but it's not as mass, which mass proportion -

Lebow: Variance for a 20 foot setback in the front yard. It's a required 40-foot, and you're proposing 20 feet.

Ostrowski: Well, we have a deck that we are proposing, it does not have to be that big but we would like to have a deck that would be available for large family gatherings and an overlook of the pond.

Lebow: so you're proposing a 20-foot variance.

Berry: along with the garage, just for clarification.

Lebow: and you are proposing a two and a half foot setback on one side where there's a five foot setback, you want to reduce that to a two and a half foot setback in the side yard?

Berry: That already exists.

Lebow: Oh that's existing? In this agenda Hank, it says side yards required five foot on one side, 14 foot total.

Berry: that's correct, but the garage that's there is different than that

Lebow: so it says, proposed two feet five inches is not right?

Berry: it's proposed not to move.

Lebow: The rear yard requires a 35 foot setback, and it is existing at 24 feet, 4 inches. So that's the same, it's not moving.

Berry: You can't make him move what already exists.

Lebow: Well, it says proposed

Berry: Proposed is what is going to be there. So it is there now, it is proposed to stay there.

Lebow: Okay. It is confusing language.

Burshtein: I think that it is a very smart plan. First of all, you said that the garage, it's going to be a storage area. Where do you enter the storage area? Because it's not on the plan.

Ostrowski: The story area is from the back of the garage, it's a loft. You can only enter it from the garage.

Burshtein: You said if in the future, it could have some ramp from the garage to the basement?

Ostrowski: You can come into the garage, go into this door (shown on plan) which is inside the addition. At this point, we have stairs going down to the basement. In the future, at this point going down, this could be an elongated ramp that gets down in the basement space. Which will allow you to use the lift and come up to the main floor.

Abt: I too compliment you on the design. I think it's a very elegant solution to a whole bunch of what I can see are challenging, programmatic requirements. Going back to the non-original garage - was there any indication that the house was built without a garage?

Ostrowski: no

Abt: Okay, so in other words what's there now, replaced an earlier garage?

Dave Shore (homeowner): Thank you all for taking the time to go through this. We know there's a lot here. What we were told by the previous owners was that the original garage was destroyed by a tree that fell on it approximately 10-15 years ago. There was a garage there, I'm assuming it was more consistent with the original look and feel of the house than the current one. There's a little brick facade on the front of it and all the other three sides, they're similar - it's pink fake wood.

Abt: so in other words, it's the non-original garage is built in the same foundation of the original

Dave Shore: I actually think the foundation was changed because last year we have to pay somebody two thousand dollars to get thousands of pounds of concrete out of our backyard. So I am pretty sure that they changed, they put a new foundation in.

Berry: My understanding of this was that it absolutely was in the same place because the only way that you can rebuild it is if it has to be in exactly the same location, exactly the same spot for catastrophe or calamity - like a tree falling. I do remember the tree falling on this, and it was a monstrous tree. It obliterated the garage.

Abt: It's a minor point, but it's of curiosity in terms of just the placement of things. Was the dormer original?

Ostrowski: The dormer was original but the siding and the material surrounding it is not.

Abt: This is a design question. It is kind of getting into the contested territory here, I see. One of the things I like about the design is your use of setbacks, particularly on the Dundee side. I think that's probably really effective there in terms of that Italian Renaissance Revival Style look, you know where you break site lines. This is sort of a deliberate, architectural move. The one piece that I wonder about, which I think is overly dramatized, is that portrait the two columns that stick out, which feel to me very un-Italian Renaissance Revival. I am kind of curious about that -

Ostrowski: There's a reason. Number one, it is not that large. It only protrudes out I think about four feet. There's only a two foot porch, and then the awnings. This is like three and a half feet at most.

Abt: I wondered about that treatment from the Hendrie side, where you have a similar set of problems but the program isn't as extensive in the sense that you want to create a setback, you want to break site lines, you want to be clear about where the original house was, and where the addition begins. It seems like it's harder on the other side because you're so close to the facade.

Ostrowski explains more using the site plan, and elevation drawings.

Berry explains that they will not need approval of the planning commission for the use of brick on the proposed garage.

Berry: Anything else would be ZBA, and at point in time when they apply for that would go through the whole thing and see what it has to be, and the ZBA has to be noticed, it's a whole separate animal. HDC can act in lieu of the Planning Commission, but you cannot act as a Zoning Board of Appeals.

Vogelheim: I too appreciate a couple of moves such as the setbacks, and even that Hendrie elevation - you're showing it orthogonally. It will retain that prominent elevation from the corner - so I think those were some good moves. The only question I really have is about the garage. You mentioned a six-foot storage loft, but it's at a ten foot addition on top of the garage plus roof.

Ostrowski: The plates are at 10ft. 6in.

Vogelheim: That is the only piece I guess that I don't necessarily love. It's a nine and a half foot addition. It looks like a second story massing, and it's large. Just a little odd, that's all from me.

Ostrowski: Our idea is this again, the massing from the asymmetrical front or the symmetrical front of the addition is that massing that really has blend with this and this (motions to watercolor drawing of proposed addition). Otherwise, if you look initially, that roof line of the garage is approximately here (another motion to watercolor). All we're doing is adding a 6 foot loft, and then the roof which is again, pushed way back. It's a hip roof.

Dave Shore: Thank you again members of the commission. We moved into Huntington Woods three and a half years ago. What originally started out as my wife who has had hip replacement, and is terrified to go down the stairs, to the garage because for some reason now that we're in our 60's for the first time we had a garage that wasn't attached, and didn't even think about the stairs out to it. We started thinking about how we could deal with that, and then thinking about how if we really want to be here until we need to go into a nursing home, that what else would we want to do to really make this house something we can be in for decades. That's when we started thinking about the first floor master, we always wanted the kitchen to be enlarged as we have a kosher kitchen. The kitchen is small under normal circumstances, and especially for our purposes it really doesn't work. We need two of everything. That really expanded our thoughts around it. The only other comment that I will make is that as a couple of you have noted, the plan they came up with to give us an interior set of steps that would get us out to the garage without it looking like some awkward kludgy thing, is really quite impressive, and we were blown away when we saw the drawings because it really makes it look like one contiguous property, even though there's significant elevation difference between the main house and the extended area.

Chairman Chris Vogelheim opened the floor for public participation.

Claire Greco, 26586 Dundee: I will be looking directly at that. When that tree fell at about two in the morning, it took that entire garage and split it right in half. It looks like it is very massive, compared to the house. When I look at it from the side it looks as if the mass of the side is so much bigger than the mass in the front. I just wanted to know by the architectural details that are on the addition, are they going to match the house? Are you going to be adding more to the house? Because it looks like a lot more architectural details on the addition than on the original house. The original house is a rectangle that is balanced by two squares on the side. Whereas this thing kind of looks like a whole parcheesi puzzle put together. It just kind of looks to me like it is two separate buildings. Is it supposed to look like that? Is it supposed to look like it flows together?

Ostrowski: We feel it flows together.

Greco: Because I'm looking at it now, those two columns that are sticking out from that side door there. It does, maybe the drawing makes it look like it is sticking out a lot further than it will. That's not what the front door looks like.

Berry: just for a point of clarification on this, is that you are supposed to differentiate the old from the new.

Greco: I thought it was supposed to work all together.

Berry: you're supposed to differentiate the old from the new, and that's where the setbacks and that type of thing comes into play. It's actually a requirement that you differentiate the old from the new and the question becomes for the HDC to contend with is does it do enough, and still flow together enough? Does it make sense?

Greco: The garage is the one that gets to me, it just looks as if it is so massive compared to the rest of the house. I'm worried about the balance, how it's going to look from the side.

Sean Craig, 26573 Dundee: I live directly behind them. I really like it, and I think that it's something that adds a lot of character to the block and allows the Shore's who have been so nice since we moved in, that I do like the idea of them being able to age in the house and be around for a while. Everyone was commenting about the height of the garage, when I'm in my bathroom and I'm looking out the bathroom and I'm looking into the pond. I'm pretty sure the garage is now going to block the pond, and give them some more privacy in the backyard and more privacy in my bathroom - I think that's a great thing. I would consider the garage affecting me the most, so I really like that.

Chairman Chris Vogelheim closed public participation seeing no more.

Ostrowski: The rendering was oriented so that you could see the side of the garage on the left-hand side to show that we are installing windows, and brick, and making it part again of the original house. The other thing that I think you're talking about is this massing and the height is an interesting point again that I'd like to make is that you see this and again this is the grade, the main grade of the house, which is by itself quite high and massive.

Burshtein: I don't think you're correct by hiding it from this side. I think you're correct if we're looking on the other side, you're higher and you are actually, you hide the grade before. But here, the grade is going with the house so if you stand there, it's not like you don't see what is below the grade.

Ostrowski: What I am saying is, when you get around that corner, just at the edge of the house and you look back, that's the grade. You're barely going to see the garage from coming down this way. It's set back 25 feet. The addition is setback, it's out of the way. The height comparable to the house is in proportion.

Fink: I would first like to point out that the interior layout and the basement are absolutely no concern of this commission. We're not concerned with the inside. We're concerned with the outside of the house. What can be seen from the street. In that regard, what we look at is the elevations, not the renderings. There's one main point that I want to make out - in the guidelines on additions, specifically says on corner lots, the elevations facing both streets should be treated as fronts. So looking at this lot, it's not unique because my house has the same situation. It is very unusual. This house has a back, and three fronts. It has no side yards for our purposes. What you see on the Hendrie elevation, and the Dundee elevation are fronts. With that

being said, I think we need to look at the guidelines and the landscape guidelines that were attached to the Odell application and quote the Secretary of the Interior Standards for Rehabilitation Guidelines or rehabilitating historic buildings, recommend against introducing any new building, streetscape or landscape feature that is out of scale or otherwise inappropriate to the settings historic character. The setting is the lot. The historic setting of that lot is a simple, rectangular Italianate house. Going to the guidelines on additions, designing a new addition record, the guidelines recommend against designing a new addition so its size and scale in relation to the historic buildings are out of proportion this diminishing the historic character. I think here you have taken the historic character of a rectangular Italianate house and turned it into a mini mansion of sorts. It's not at all what was envisioned when that house was designed and built. I don't think at all it's in character for the neighborhood or the historic district. I think the plan grossly exceed what the guidelines reject. I'm totally against it.

Abt: Having worked in universities and museums most of my life, I feel as though it is hard to have this kind of conversation without having it become intertextual, meaning I'm not sure there's much that I can say that's not going to respond in some ways to what Mark just said. I do think that the design is an elegant solution given the architectural program that the Shore's have established. The only observation I have in terms of conforming with the guidelines is set up by the secretary of the interior and you know as we've come accustomed to, it really has to do with the facade that we see from the Hendrie side. This is more of an observation than a critique actually, I think one of the problems with historic preservation or heritage preservation in general is a kind of damned if you do, and damned if you don't. The design works really well from the Dundee side because of the setbacks and the brakes, so that it has the feeling of being like an Italian village, if you will, of buildings kind of crowded next to each other in a small area you know and that's very much in keeping with not only the Italian Revival but the sources for the Italian Revival. It's a little bit different on the other side, and I would invite you if you have time for reflection about it, but maybe some minor changes in the finishes that would give the illusion of more of that kind of change. I think the rigor of your conformance in terms of trying to keep the brick courses and everything so much the same all the way across that range of buildings because you don't have the benefit of the deep setbacks and the shadows, lines that it's going to create. Then maybe on the Hendrie side there may be an opportunity to create the illusion of those kinds of breaks that would be deeper. This is a general observation, not a requirement. It wouldn't cause me to vote against it, I mean I think it's fine the way it is. I've spent a fair amount of time in Europe and it's interesting how there are entire cities that could be called historic districts and people have altered and built and changed structures over hundreds of years, with no consideration to historic preservation. It's those changes that actually give those towns charm. I think there's all the danger of allowing perfection to become the enemy of the good. We want Huntington Woods to be a living community in which people are going to continue to want to move here and continue to value the neighborhood, and adapt to it as people's taste change, and I don't think it's entirely feasible to allow ourselves to be locked into a set of values and living standards that existed 100 years ago, but really are no longer suitable. If there has to be changes, what I like about the design is that you are building a large addition but I think it is being done in a way that is not so intrusive, and one of the benefits that comes with the renovation is a very significant, and important restoration of the original house and that is the baby that I would be hesitant to throw out with the bath water because I like all of the consideration that you're giving towards restoring the elegance of the original house because it doesn't look very good right now, actually. I think the changes you want to make, in terms of revealing the original woodwork, restoring that railing

up on the roof. I always wondered if there was a railing up there originally when I would walk by that house. I think that's all to the good, and I leave it at that.

Burshtein: I have two problems. One that I feel is that it looks too close to the original and for me, it is hard to distinguish between the original and the new. I would like to see more distinction between the parts. I agree with Mark, that the mass and the scaling is very overpowering of the addition to the original. On the other hand, I understand the plan, I understand the need to connect the garage and to make the changes that the Shore's wanted. I would suggest for the addition to have more glass or more so it will show the difference and also be less overpowering to the existing house.

Lebow: Mike, are you intending a brick match?

Ostrowski: Absolutely, yes.

Lebow: I have a number of things I'd like to talk about, things that make me uncomfortable. I agree with everything Mark said. I'm one of those guys who follows the standards, that is our charge. When we assume this position of being a Historic District Commissioner, we agree to follow the standards as set forth by the secretary of the interior, and not to reinterpret them - but to apply them. I am not at all comfortable with you resizing the window banks. Changing window banks from three to two on the Dundee side, that is changing a facade of the building, which we are prohibited from doing. That is the configuration as originally designed and built, and that's how it should stay. I think the critical massing of the entire project is out of scale for the site. A tremendous amount of open and green space is being lost. That green space is hugely important to the scale and how people perceive where they are, and how that volume occupies that lot. That isn't a good lot, that is the premier lot. That is the heart of the historic district, with some of the finest houses in the city. That house is one of them. I think that adding that vast amount of new construction to it changes the scale of the space, and alters the balance of the entire neighborhood, which is something that we are to consider. It is clearly stated that the value and significance of the resource and its relationship to the historic value of the surrounding area, that is open space. We are always to look at not only the structure, but the space around it. You have introduced design elements on the exterior of the house panels replacing what I am calling for lack of a better word, the board and batten effect - you don't know what is underneath there. To propose these design aspects without knowing what's there because we are supposed to be restoring, not recreating. Not creating a false sense of history of what was there. The same thing goes with the railings. Before I could approve this, I would want to know what are those railings going to look like, and why wouldn't they be a precise duplicate of what is over the entry scaled to that area to those two flat roof areas. There's plenty of metal work shops in Detroit that do that. I'm really uncomfortable with the separation of old and new. I don't see it. That is supposed to be a strong, easily seen separation so that anyone can look at it and say old, new. Here it is a melding. I wouldn't think that a person who doesn't have any type of architectural design background would even be able to distinguish old and new if you're doing your brick match, the windows are primarily the same, you're reproducing arches, roof lines, and columns. It is just more of what is there. The creation of a new garage door on the Hendrie side, that makes it very uncomfortable, there's nothing there now. To create a double-entry garage is what's happening. I don't think that's right. The standing seam roofs that you want to apply, there's no evidence of a standing seam roof. You said there was evidence of a metal roof, but not a standing seam roof. You're matching that all the way around from front to back. You're bringing the entire structure into one time period, you're a

false sense of history by doing that, and that is to be avoided. Are there trees coming out on the Hendrie side? There are some pine trees I think on the west side of the garage.

Ostrowski: no, no trees coming out there.

Lebow: You spoke about the addition hiding the garage, that it wouldn't be visible from some angles, and I find that worrisome. Here's an addition of such volume that it conceals part of the garage. Again, it goes to the mass, this entire massing in the size of the project. As Jeff said, it's like a village - we don't need a village. That's just total overkill in my mind. That's it for now.

Berhmann: I reserved some comments to the end here. Some are reflected in some other commissioners - I don't understand the need for any garage variance. I'm looking at the space in the garage and it doesn't look like it's particularly slotted for anything. I don't see why there would be any need for a garage variance with the garage square footage and the area above the garage, this loft area looks to me like it's an additional living space or constructed to look that way. It's almost like some of these condos that you look at where you drive into the garage and it's got a living area up above it. It looks like it's constructed, designed to look like a living area. I do feel that it's quite busy. This is just a facade to hide a staircase in a hallway. It's a very grand entrance, especially for a side entryway to a house. I think it looks more like the front entry. To that extent, it overwhelms the front entryway. This looks more intricate, more involved, more detail filled than the actual house itself. I do believe that the loft over the garage, the way it's being portrayed, actually looks like it's another living area.

Vogelheim: This is a complicated project so I appreciate the level of detail that's going into it and just a couple thoughts about some very successful strategies and some things that have been discussion points that I won't necessarily bring up again but it's a very unusual lot. I think if you bring the site plan up, I know we look at 2D elevations, but 2D elevations don't really tell the picture on this project at all. When you really look at the way the house is experienced, the way these corners are very prominent, and the way the house, the masses steps back on both sides. I do believe that those are successful architectural design interventions, that try to relegate the massing of an addition. A couple other things of note, I call it the slot. That is a well-known strategy to have the mass of an addition and the mass of the original connected with a flat roof slot, so I do believe those are proven strategies to help with massing when you do have additions because I am a big believer that the historic regulations do not prohibit additions. What they do, is they try to talk about sensitive additions. A lot of what everybody said, I agree on both sides whether or not it's a contemporary glass and a thing which would have a whole other set of commentary from the public but that is a successful strategy as well as in trying to balance some, you know, appropriate material, languages, and design languages. Other successful strategies when you start to look at the way things step, I do believe that when I look at the side elevation, because of the grades, the scale I think is of the primary volume is maintained. Everything you do is below the eave line, even the peaks of the roof. I have a little problem with the garage, I still do. It does look oversized. My calculation is that you had a thousand square feet added, is that correct? That is a 43% addition. How do we judge what's appropriate? If I saw a volume that was higher than the existing house, I would probably hold exception to it again, I even said the peak of the roof is under the eave. Everything steps back, plus the way it's sited on the site, it even helps because you're so far away from these vines. I can see some things things that are contemporized, I can see some forms that are similar. Those are good. Is that enough of a change from the historic or not? Those are going to be

some judgment calls that are going to be hard. The grade itself creates some challenges to this because by default you get at the building line an additional six feet of height, which is unusual.

Dave Shore: I want to make two comments here. First of all relative to those who have said it looks like a new main entrance. When we have people over, and ourselves, our guests would like to, they don't now, come to our driveway. Nobody does that today because the front entrance to the house is about 50 feet off the street and there's no garage over there. It's not comfortable for guests. The only other comment I have is that the area above the garage is really just there for cosmetic purposes. It's designed to provide balance to the layout and the structure of the side of the house. If you take that away and you just tried to picture it without that, you would have the entranceway, which has to have the height it has, because it's got to traverse stairs going up and stairs going down. It would look awkward without that area above the garage.

Ostrowski: the windows that you see here, is fully glass. This whole corner is glass, and it extends up 8 feet. This whole mass that you see, disappears in glass. The reason that we have this height is the fact that you have to walk off the stairs and you have to have a head room at this point just to start getting down per code. The other point that I want to make is that this lot is over 17,000 square feet. What we are filling in is a jumbled mess of stairway. We are not taking away any green space. We're accentuating the green space. We're also accentuating the green space on Dundee as well. That whole area will be opened up. We are not removing green space, we are creating the option to use green space because there is no green space between those two areas right now.

Fink: There's been some mention about the architectural aspects of the plan. As Chris pointed out, this is a very workable plan. We're not concerned here with workable, we're concerned here with historic preservation, and the appearance of the house - the property. We actually have to recognize the Shore's concerns in terms of aging in place, I mean, I face the same situation myself. I believe these issues can be addressed without this massive addition. For example, the plan is already to demolish the existing garage. Make it an attached garage next to the existing structure. This can be addressed to deal with the elevation. If necessary, a lift can be installed to avoid stairs. I think this is way more extensive than it needs to be. If this were not in the Historic District, it would probably be a great plan. But it is in the historic district, and I don't believe it's appropriate.

Abt: I think Robert made some good points with regard to the restoration of the main house with regard to the like the seamed roof, I think is a good point. The question about the railing, it's one of those things that you couldn't anticipate, I understand that. Pulling the metal back and seeing what is actually behind those spandrels, those are all actually valuable points because in some ways you really are talking about a historic property and then that balance between restoration consolidation, and so forth. So I agree with those points. I do appreciate the comments about the garage, and that little element. Is the storage space/loft space absolutely necessary? If there was some way for the architect to come up with a kind of elegant of maybe, I don't know what the solution would be. Maybe lowering the roof on the Dundee side, setting it back a little bit - there might be some solutions that would help make the garage part of it a little less massive.

Burshtein: I am agreeing with Mark that it is a very smart plan, and I think it is very cohesive. If it wasn't in a historic district, it would be great. I am still standing with the same thing that I said before, that I feel like it's overpowering the existing building. It's too cohesive.

Lebow: I may have misunderstood something so I would like to go back, please to the side entry. That's being constructed where there is nothing existing now, correct? I don't understand how you can say that we're not losing green space because that's green space, that's open. You're building over it. You're building on top of open land.

Ostrowski: Can I comment or make a question? How do you create a covered stairway -

Lebow: my point is simply that open land is being consumed by new construction, and that alters the historic aspect of the site. That is to be avoided, that is clearly stated throughout the standard several times. I see what we call the northwest elevation, which is the facade of the house, as becoming subservient to both the Hendrie and the Dundee sides, because they are both so substantially larger and architecturally present than as we see this house now. I think that if you made an overlay of the top drawing and placed it upon the bottom drawing, the bottom drawing would be larger.

Ostrowski: You don't see the addition from the front.

Lebow: This house has three fronts. This is how the city sees it. It has three fronts and a back. You read that standard, right Mark?

Berry: Mr. Chairman, what I might suggest rather than having a debate back and forth, I might suggest that we go ahead and take the comments from this and before any vote or anything is taken, I'd like to make a comment.

Behrmann: Chris, thank you for sharing as you walk around the house, what is going self-obscure some of the elements. I do believe that the Dundee side as I have expressed already looks more like the front of the house than the front of the house looks like the front of the house. I think that the addition has to be more, minor and not overpower the front elevation of the front of the house. I still believe that it has way too many design elements.

Vogelheim: The green space does indeed flow around the house, so I don't feel that this necessarily does - just a difference of opinion. A lot of the design features that are original to the house are maintained. I think there are a lot of successful elements, and my comments about the garage still stand.

Berry: What I might suggest is because there's been a lot of information that the HDC has offered Mr. Ostrowski, and the Shore's, what I might suggest is giving them the opportunity to ask for a table to have a discussion between themselves and perhaps take a look at modifying some of the things that the HDC has suggested. Procedurally, they would have to ask for a table in order to do that. Otherwise, the board would have to vote tonight. That is my suggestion. It would allow the designers, and the Shore's to take into consideration what the HDC has suggested and said this evening, perhaps make some modifications that may perhaps change some minds. Whatever they would like to do, but whatever it is, it would have to come from them. They would have to ask for a postponement /table.

Lebow: I have a question. If this is not tabled, and it is voted upon, and it is rejected, do the applicants need to pay a second fee to return to us?

Berry: They do.

Dave Shore: It appears that we don't have the votes here, so I believe that it would be foolish of us to ask for a vote this evening. One thing I am concerned about is a couple of you have expressed your objection to the concept of an addition. If we're going to get a no vote and we can't add a master suite to the first floor, something has to be behind that entrance, that entrance is simplified down and made to look more secondary, but if this group is going to say no to the majority of the idea of an expansion at all then we've wasted a bunch of time here. I didn't believe that you had the right to say no we can't add. I thought that was based on square footage, and lot coverage. Can I get some clarification on that before I ask for a table?

Fink: We're not opposed to additions per se. This commission has approved I don't know how many additions. That's not the question here. It's only the matter of the appropriateness of the proposed addition.

Lebow: I'd like to say one thing. There are ten standards that need to be met. All ten need to be met for a project to be approved. As long as your plans meet those ten standards, you're approved.

Dave Shore: If we were to come back with a garage that is less dominant than it is now, and with an entrance way that is either more subtle than it is today, or a drawing that more accurately depicts what it is - we had also introduced the idea of brick columns instead of wood columns, because the front is wood column and the side is brick column, might further distinguish it as being a different period and add-on. It sounds like the two major things we need to do is reduce the appearance of the size of the garage and then if the entryway looked a little less dominant than it does today - would this group, are those the two things that we ought to most think about when we come back?

Vogelheim: In my own crude way, I am going to make a quick summary of things that we think are important without going into too much detail. I'm going to call it the appropriateness of scale of the addition, so that could mean you lower the garage, that could mean how you treat the transition, there were some specific concerns on the historic structure itself to be a little bit more meticulous about what's proposed for the interventions on that or if you're truly restoring it to historic. Bring a little more research and thoughtfulness to those. I think the prominence of the entry was a comment. It goes back to the standard about a false sense of historicism so when you look at the design of the existing, how much is too literal where it creates a false sense of historicism versus a differentiation of the addition.

Dave Shore: I would like to ask that somebody make a motion to table this. I understand by doing so I waive my right to the 60 day codicil of the public act.

Vogelheim: There has been a request to table this, and I am just looking to see if the commission can accommodate that request and if someone can make a motion.

Lebow: I would make a different motion. I would make a motion to deny based upon not meeting standards 2, 3, 5, and 9. The denial does not create any type of time restriction or reapplying and for this commission

to deal with it. If it is tabled, time restrictions start ticking immediately and it could force us to possibly into a position of dealing with this in a manner in which it wouldn't be beneficial to the district or to the commission. I think the, we're always warned a tabled motion is the last motion a historic district commission wants to make and should make. We are much better off as a commission and the applicants are much better off, when we simply make a motion to deny and have them return with fresh plans.

Dave Shore: I understand that in asking for a table I forfeit my 60 days to default approval and am fine with that.

Vogelheim: Robert does that alleviate any of your concerns or does your motion still stand?

Lebow: My motion still stands.

Vogelheim: is there a second for that motion? Hearing no second, that motion fails for a lack of a second. We're still looking for a motion.

Abt: Motion to table to the next regular meeting.

Fink: Second.

Ayes: Mark Fink, Michael Burshtein, Chris Vogelheim, Steve Behrmann

Nays: Robert Lebow

Ostrowski: I'm a little confused tonight on what I have heard about the standards, and meeting these standards. We were never asked to, what we felt the standards were. We were never asked our opinion of, that we had met all the standards. I was also under the impression that additions which are listed in the Huntington Woods Historic Commission Guidelines are approved. However, some of the comments from the commission stated that if we put an addition, we'll be going into a green space which was emphatically denied by one of the commissioners and I'm just trying to get a feeling - why do we have then that an addition is going to take up green space and it seems like it's a foregone conclusion that that's not going to be approved. Am I under the wrong impression?

Berry: You are, and I will explain why. I think that what you're looking at is that there's a percentage of green space, and perhaps what needs to be addressed the next time that we look at this is perhaps more towards the fact that you're allowed at 25% and even after your addition, you're at 19.1%. So I think that that's the case that can be made for that. As far as whether or not they vote on that, because you and I don't get a vote, so I think that is one of the things that can be addressed as far as that goes. Also, where the green space is. These are things that can again be discussed and talk about it and perhaps you may be able to articulate some reasons that would be acceptable to the HDC. The other thing is that when you look at whether the standards are met to your interpretation or whether you believe you met the standards obviously you do, or you wouldn't have designed it that way. However, how they interpret the standards is going to be, and with all due respect, more important only from the standpoint that they're the ones that are charged with the interpretations of the standards. As a result, it's kind of like when you bet on a horse race, everybody may like a different horse but regardless of which, you still have the race. My suggestion is to

take a look at what they differed from on the standards than your opinion of what the standards do, and then maybe address some of those things either through design elements or through some form of discussion as to why it is, but clearly something has to be done and what the HDC did this evening was to give you an opportunity to do so.

Ostrowski: The other question that I have is fact of the somewhat of the ambiguity the fact that how to address the fact of respecting the existing structure, the existing style, and keeping that in context with the addition, and to a certain extent to where it is not looking as a continuation of the development and there seems to be ambiguity on the commission's part on what is and isn't acceptable. It seems to be, I am trying to get a feel of is this personal opinion or is this based on guidelines, or standards.

Berry: All of the above.

Ostrowski: Are there any points of the standards and guidelines that outweigh personal opinion?

Berry: If somebody has an opinion, that opinion is formed by their interpretations of the guidelines and the standards.

Fink: Historically, the commission has always tried to work with the applicants. We don't want to just say go away, denied. Which is why we granted your request to table. We want you to get something that you want that we can live with.

Shore: We were hoping for a different outcome this evening so we could move on with the project. I really do appreciate the amount of thought and energy that went into the discussion.

Matter of a review for a walkway addition and landscape for the O'Dell Residence at 26857 York.

Alex O'Dell, 26857 York Rd: There's an egress that is between the garage and the house. It is almost like this giant hole that is a pretty old grate on top of the egress. It is about ten feet wide. It would be nice to be able to have backyard access. It's also a safety hazard with moving back there. I wasn't 100% sure on how to approach this. I guess there could be - I don't plan to finish out the basement ever, or have a living space down there. One thought was just putting cinder block on the window and filling it up. I was curious of what you all think of potential solutions on the table for that. The front yard hasn't been redone in many years. I was thinking of doing landscaping in the front, and was looking for general parameters there. I am looking to do more of like natural grasses and something that feels a bit more natural.

Berry: I want to point out that the filling in, or the deck on top of it - the deck is actually above grade. Filling it in and having a walkway with that it's actually below grade.

A discussion was had as to what Mr. Odell is actually planning as his application was unclear and it was determined that the actual scope of work did not require HDC approval.

Mr. Odell withdrew his application.

ADJOURNMENT:

Moved by Behrmann and seconded by Burshtein to adjourn the special meeting of the Historic District Commission

Ayes: Ayes: Mark Fink, Michael Burshtein, Chris Vogelheim, Steve Behrmann, Robert Lebow

Nays: None

The Motion Carried, meeting adjourned at 10:29 pm.

Submitted

Amy Berry - Recorder

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE ZONING BOARD OF APPEALS
MINUTES

April 11, 2022

7:30 p.m.

In Person Meeting – Huntington Woods Commission Room – City Hall

Chairman Adam Wallace called the meeting to order at 7:30 p.m.

PRESENT: Andy Doctoroff, Ben Falik, Michael Wright, Adam Wallace, Bree Stocker Smart, Michael Brooks

CITY STAFF PRESENT: Hank Berry

ABSENT: Nick Fedorchak

APPROVAL OF AGENDA

Bree Stocker Smart motioned to approve the agenda with the removal of item 4b, as the applicants have asked for postponement.

The motion was seconded by **Michael Wright**.

Ayes: Andy Doctoroff, Ben Falik, Michael Wright, Adam Wallace, Bree Stocker Smart, Michael Brooks

Nays: None

Absent: Nick Fedorchak

The motion carried.

APPROVAL OF MINUTES

Chairman Adam Wallace asked for a motion to approve the March 14,, 2022 meeting minutes.

Ben Falik motioned to approve minutes as presented. **Michael Wright** seconded the motion.

Ayes: Andy Doctoroff, Ben Falik, Michael Wright, Adam Wallace, Bree Stocker Smart, Michael Brooks

Nays: None

Absent: Nick Fedorchak

The motion carried.

AGENDA ITEMS:

Principal Order of Business: Matter of an appeal from Michael Gordon on behalf of Chris Gross for a variance from the maximum lot coverage by 1.4% over the allowed 30% at 10464 Talbot.

Andy Doctoroff disclosed that he and his wife have a social relationship with the applicant. He stated that he does not believe it will impact his ability to be impartial but wanted to share on record that he does have a social relationship with Chris Gross.

Ben Falik motioned that **Andy Doctoroff** should be able to participate in the meeting. Michael Wright seconded the motion.

Ayes: Andy Doctoroff, Ben Falik, Michael Wright, Adam Wallace, Bree Stocker Smart, Michael Brooks

Nays: None

Absent: Nick Fedorchak

The motion carried.

Berry: What their appeal means is that they need some extra square footage to complete the project they are working on. The square footage does not come on the maximum house size, but on the maximum lot coverage.

Berry then showed pictures of what the house currently looks like, and what it will look like when it is completed.

Berry: you'll notice that on the image to the right (the completed projection) there is a porch that extends roughly from the middle of the house all the way to the right. That is there for a couple of reasons. The first one being to keep the rain off the porch and off of the house. The other thing is to balance the architectural design of the house. It was

originally noticed as 1.4% but that didn't take into consideration all of the conditions: the house main floor is 1,430 sq. ft., the garage (including set aside) is 440 sq. ft., proposed porch is 98 sq. ft. minus the 62.5 sq. ft. front porch allowed by code. That's 1%. Leaving 35.5 sq. ft. + 440 sq. ft. + 1430 sq. ft. = 1906 sq. ft. > 1875 by 30.5 sq. ft. or 1/2 of 1%, which is less than what was noticed, and is fine.

Berry then read the code section pertaining to this variance.

Berry: *Standard 1: Special or unique conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same district.* The lot is a standard lot in R-1D district. The garage is undersized, and the set aside guarantees a 2 car garage can be built on the site.

Standard 2: The variance will not be injurious to the neighborhood or otherwise detrimental to the general welfare. There have been no adverse communications and many favorable ones that are set before the commission. This comes with the approval of the planning commission subject to ZBA approval.

Standard 3: The special conditions and circumstances do not result from the actions of the applicant. The house, driveway, and configuration or location pre-existed the Gross ownership. The only house modifications would be the chimney and porch on the first floor. The second floor is over an existing foundation.

Standard 4: A literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance; and that the variance is the minimum necessary. This is a situation where the spirit of the ordinance can be interpreted. An issue here is the set aside and its relationship to the lot. The house was maxed out but the porch is allowed by code to exceed lot coverage leaving the chimney and set aside as the points of contention. The lot is normal sized for the R-1D Zone District. If you approve the variance you could find that the front porch meets the spirit of the ordinance by intent to encourage front porches and the design makes this a reasonable and minimal ask. You could also deny as these asks are insufficient ground for a dimensional variance.

Wallace: My question is the set aside for the garage is still there, they are 370 on the garage and the set aside is 440.

Berry: The 1% is only applicable to the front porch. If you were to approve these tonight, my suggestion would be to approve them according to the plan as submitted.

Wallace: The set aside allows for if they in the future, or future homeowners, if they want a two car garage, they won't have to ask for the variance?

Berry: Yes. What you don't want to do is you don't want to grant a variance if it gives them an automatic hardship or practical difficulty for the next variance.

Michael Gordon presented the board with a 3D picture of what the house will look like.

The meeting opened for public participation.

Terry Kutcher, at 10705 Talbot spoke in favor of the project.

Katie Kutcher, 10705 Talbot also spoke in favor of the project.

Kimberly Rott, 10434 Talbot, also spoke in favor of the project and spoke to the fact that a covered porch protects from sun/and other weathering processes as well that the covered porch would remedy.

Seeing and hearing no more public participation, public participation was closed.

Doctoroff: I walk that street a lot, it's a beautiful street, and I really do think that the design that we see is more than consistent with the neighborhood. It will enhance that side of the street. I think the exposed porch is not particularly appealing and I think that the design we've seen tonight will make it fit more in with the neighborhood than it already does.

Falik: Just to clarify, the garage was just sort of useful to understand holistically the lot coverage but we shouldn't factor it into --

Berry: You should factor it in to the extent that your motion, should it be favorable, should include that they be allowed to retain the set aside for the garage as well as the coverage for the porch as shown on the plan

Brooks: I'm looking here at the front of the house, here it looks like the porch does extend a little further out. The majority of the porch is actually in line, looking at the side elevation, with the current front of the house.

Stocker Smart: And like they said, if it wasn't covered - it would be no issue.

Andy Doctoroff motioned to approve the plans as submitted on March 3rd, 2022, which includes the porch and the variance for the set aside. **Bree Stocker Smart** seconded the motion.

Ayes: Andy Doctoroff, Ben Falik, Michael Wright, Adam Wallace, Bree Stocker Smart, Michael Brooks

Nays: None

Absent: Nick Fedorchak

The motion carried.

The meeting was opened again for public participation. Seeing none, it was closed.

ADJOURNMENT:

Andy Doctoroff motioned for adjournment. **Ben Falik** seconded the motion.

Ayes: Andy Doctoroff, Ben Falik, Michael Wright, Adam Wallace, Bree Stocker Smart, Michael Brooks

Nays: None

Absent: Nick Fedorchak

The motion carried.

The Motion Carried, meeting adjourned at 7:58 pm.

Submitted

Amy Berry - Recorder

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE
ANTI-RACISM ADVISORY COMMITTEE
MINUTES

Wednesday, May 11, 2022
7:00 p.m.
Huntington Woods City Hall

Beaulieu called the Meeting to order at 7:12 p.m.

PRESENT: Katie Beaulieu, Daniel Dena, Kia Essien, Mary LaLonde,
Brandon Mar, in person; Elizabeth Zerwekh by Zoom

ABSENT:

City Staff Present: City Manager Chris Wilson, Deb Hemmye, Library
Director

APPROVAL OF AGENDA

Moved by Essien and seconded by Dena to approve the May 11th agenda as
proposed.

Ayes: Dena, Beaulieu, Essien, LaLonde
Nays: None
Absent: None

The Motion Carried.

APPROVAL OF LAST MEETINGS MINUTES

Moved by LaLonde and seconded by Dena to approve the April 13th
minutes.

Ayes: Dena, Essien, and Beaulieu, LaLonde
Nays: None
Absent: None

The Motion Carried.
PUBLIC PARTICIPATION

David Sloan and Claire Galed, alongside rest of ARAC committee, shared thoughts about the social identity wheel provided with last week's agenda.

ITEMS OF REVIEW

a. Juneteenth Plans

- i. Many vendors are booked or non-responsive. Wilson suggests catering for the event in lieu of vendors. Idea would be to purchase plates from various black-owned vendors and sell plates to event goers.
 1. Concerns: not having the representatives from the vendors means having to know what's in the food, how to properly store it before sale. May be too much information and too much work for any small group of people
 2. Residents can pay via cash or by Venmo
- ii. Decision to make event from 2-5pm
- iii. Yard signs can be made under tight deadlines
- iv. Shaay can be available as a vendor
- v. Jamal Jordan busy all weekend, still need for a speaker. Can reach out Kyra Bolden, State House candidate for Southfield, or Marshall Bullock, state senator.
- vi. Library booked Brynne Barnes for book reading
- vii. Will also bring crafts for kids
- viii. As far as books, recommend against bags for environmental reasons. Could lay out books for kids to grab, would resolve issue of redundant books for households with multiple children
- ix. Expecting one to two books for children and about 50-60 children
- x. DJ is available, will double check can be available from 2-5pm
- xi. Still working on getting list of black-owned businesses to distribute for support
- xii. Presentation on plaque? Plaque may not be ready but presentation can still happen.
- xiii. Jane, Communications Officer has agreed to work on digital flier

- xiv. We will have to meet again at the location to scope out the area, make sure we know where tables will go, where speaking will take place from, and to prepare for possibility of rain.
- b. What's next?
 - i. Tabled for next meeting
- c. Other Business
 - i. Tabled for next meeting

ADJOURNMENT

Moved by Dena, and seconded by Beaulieu.

Ayes: Dena, Beaulieu, LaLonde and Essien

Nays: None

Absent:

The Motion Carried, meeting adjourned at 8:16PM.

Daniel Dena, Secretary

Kate Beaulieu, Chairperson

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE PLANNING COMMISSION
MINUTES

May 23, 2022

7:00 p.m.

In Person Meeting – Huntington Woods Commission Room

Chairman Michael Wright called the Meeting to order at 7:00 p.m

PRESENT: Bob Paul, Sheldon Kohn, Todd Sperl, Chris Golembiewski, Blake Moore, Gail Linden, Rick Polan* arrived 7:04

ABSENT: Jill Ingber

City Staff Present: Zoning Administrator, Hank Berry.

APPROVAL OF AGENDA

Moved by Gail Linden and seconded by Chris Golembiewski to approve the May 23, 2022, agenda.

Ayes: Paul, Kohn, Sperl, Wright, Golembiewski, Moore, Linden

Nays: None

Absent: Ingber, Polan

The Motion Carried.

APPROVAL OF MINUTES

Moved by Todd Sperl and seconded by Blake Moore to approve the April 25, 2022 minutes as presented.

AGENDA ITEMS:

Matter of Site Plan Review for an addition to the Lopatin Residence at 13345 Victoria.

Berry: The project was not ready for viewing for this meeting, so they have asked for the courtesy of a table to the following month, regularly scheduled meeting so that they can finish their revisions to the project. They have made progress, I have had communications with them. It is probably in the best interest if we could provide them with that courtesy at this point in time.

Sheldon Kohn motioned to table the Site Plan Review for the Lopatin Residence at 13345 Victoria to the following month's regularly scheduled meeting. Gail Linden seconded the motion.

Ayes: Paul, Polan, Kohn, Sperl, Wright, Golembiewski, Moore, Linden

Nays: None

The Motion Carried.

Matter of discussion of the Master Plan Priority List

Berry: Last meeting, we had a request to come up with a letter to the City Commission to discuss the city campus project and express a willingness for the planning commission to a leadership role in that. There are two copies of a letter for your viewing. In either case, you can vote up one, vote up the other, or you can make additional modifications but I would like to get this to the commission as soon as possible so they can at least understand the Planning Commission request because they're also going to need time to process the information and decide amongst themselves what, if any, part they want the Planning Commission to play in this.

Kohn: I just wanted to push it a little bit harder, and express some urgency. The city commission is going to do what the city commission is going to do, and we don't know what all the pieces are that have to go into this project, it's pretty complex.

Linden: The bottom of the page has Amy Sullivan's name still on it.

Berry: That will be fixed.

Sperl: I think Sheldon's addition to it is strong verbiage and again, like he said, the commission is going to do what the commission has to do but it at least puts us in the position that we strongly suggested this.

Todd Sperl motioned to approve and send the revised letter. The motion was seconded by Gail Linden.

Ayes: Paul, Polan, Kohn, Sperl, Wright, Golembiewski, Moore, Linden

Nays: None

The Motion Carried.

Berry: We've been working also on grant applications to fund the safe routes to school, so we have a submission coming up that we're going to be submitting for a SEMCOG grant. It might help pay for the cost, or the anticipated cost of the safe routes to school study. We have also had more communications with Oak Park and to that end, they are very anxious to get involved in this with us. We are also looking for additional funding sources, additional grants, for things that will further our priority list. If something comes up, I may ask the planning commission to change the list around if I can get money that's available for it. The other thing is just an update that we're going through what's called the RRC Certification process. It's a redevelopment ready certification. We are about halfway through that right now. As the planning commission docket has lightened up, we've been able to move a lot of things over columns. This whole thing is set up on a trello board. My anticipation for this is that this summer we will be very close to having our certification complete.

Seeing no public participation, Chairman Wright opened and then closed this portion of the agenda.

ADJOURNMENT:

Moved by Jill Ingber and seconded by Golembiewski to adjourn the Planning Commission meeting.

Ayes: Paul, Polan, Kohn, Sperl, Wright, Golembiewski, Moore, Linden

Nays: None

The Motion Carried.

The Motion Carried, meeting adjourned at 7:39 pm.

Submitted

Amy Berry - Recorder

MINUTES

Huntington Woods Library Advisory Board

Meeting Date: Monday, May 16, 2022

Meeting called to Order at 7:05 pm.

Present: Deb Hemmye, Marty Ferman, Nina Abrams, Beth Applebaum, Mia Ceaser, Stacey Stutcher, Mary Foreman, Judy Schram

- I. Agenda for meeting with two added items approved.
- II. The minutes of the meeting held on April 18, 2022 were approved.
- III. Friends of the Library liaison report: Judy Schram and Marty Ferman
 - a. Book sale successfully took place on Saturday, May 14, 2022.
Total receipts: \$1,410.00
 - b. Friends and Deb Hemmye are working together to buy new shelving and create an area inside the library for Friends to display/sell books.
 - c. Friends will host a party for Anne Hage at the home of Annmarie Sanderson on August 1.
- IV. Librarian's report
 - a. Deb Hemmye gave a report on the plans for library participation in the Huntington Woods Juneteenth celebration which will take place on June 18th.
 - b. Deb Hemmye gave a summary of plans for a "meet and greet" for all staff, volunteers, Library Advisory Board members and Friends members to take place on August 4th.
 - c. There was a discussion about the digital lending statistics. Deb Hemmye also provided background information about the process and policies involved with e-book lending. This included information about publisher platforms, pricing, cataloging, regulation, collections and cooperatives.
 - d. Internet Use Policy – updates to the draft policy were discussed. There will be further updates to the draft and further discussion at the next meeting.
 - e. Meeting Room Use Policy-Tabled to next meeting.
 - f. Study Room Updates-Deb Hemmye provided an update on the changes and improvements.

- g. Library Calendar (Added agenda item) -Deb Hemmye provided a proposed Library calendar for holiday closings. There was a discussion and Deb Hemmye will provide further information at the next meeting.
- h. Smithsonian Museum SPARK! (Added agenda item) – Deb Hemmye provided information about the SPARK! Program coming to Michigan in 2023.

V. Public Participation-none

VI. Comments-none

Next meeting: June 20, 2022

Adjournment at 8:35 pm

Minutes prepared by Beth Applebaum

**CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE ARTS & GARDEN BOARD**

March 16, 2022

7:00 p.m.

In-Person Meeting – City Hall

Meeting was called to order at 7:07 pm

PRESENT: Elaine Horowitz, Pam Haxton, Marci Bykat, Deborah Hecht

ABSENT: Robert Smeltekop (excused), Susan Warrow

City Staff Present: Amy Hood (DPW)

APPROVAL OF AGENDA

Approved 4-0

PUBLIC PARTICIPATION:

None

ITEMS OF BUSINESS:

1. Approved November 2021 Minutes, 4-0
2. Public Spaces
 - a. Discussed support from the City to invest in greenspaces in the most prominent locations, and maintaining parks generally
 - b. Discussed the Community Garden and its appearance from Eleven Mile. It is not part of Adopt-A-Garden, so A-A-G rules do not apply. DPW can provide some assistance, but park should be maintained at a higher level by its participants
 - c. Marci Bykat suggests renaming A-A-G something less stodgy. We'll vote on whether or not to change the name at a future meeting, and if YES prevails, choose a name.
3. Arbor Day Celebration
 - a. Arbor Day Celebration will be held on Arbor Day, April 29 on LaSalle Boulevard, with participation of Burton students. Arts & Garden Board members are encouraged to attend.

4. Public Art Project
 - a. There is unanimous approval of the totem art posts. Timing, rules, and placement are yet to be agreed upon.

OTHER BUSINESS

July 4th Parade

Marci Bykat would like to make sure that we are represented in the 4th of July Parade. She is willing to make a float and drive the truck (or other means of marching with a float. Amy will check with the city to get approval on the loan of a truck.

ADJOURNMENT:

The meeting was adjourned at 8:08 pm

The next meeting of the Board will be April 20, 2022



Communications

A D M I N I S T R A T I V E O F F I C E S

Mayor Robert F. Paul
Mayor Pro-Tem Michelle Elder
City Manager Chris Wilson

Commissioner Joe Rozell
Commissioner Jeff Jenks
Commissioner Jules B. Olsman

June 28, 2022

Megan Masson-Minock
Interim Community Development Director
City of Berkley
Planning Department
3338 Coolidge
Berkley, MI 48072

RE: Proposed Butter Provisioning Center

Ms. Masson-Minock:

Thank you for the opportunity to once again comment on the site plan approval request for the proposed Butter Provisioning Center at 2222 W. Eleven Mile. On behalf of the City Commission, I offer the following comments for the consideration of Planning Commission members:

- Per Section 138-528 (c) of the Berkley Code of Ordinances, marihuana businesses "...must not be within 1,000 feet of a pre-existing public or private school providing education in kindergarten of any of grades 1 through 12." Huntington Woods Lutheran Church, located at 12935 W. 11 Eleven Mile, currently operates a Child Care Facility licensed to provide care and instruction to pre-school and school-aged children.
- Huntington Woods Men's Club Field is located within 1000' of the proposed marihuana facility. This field is heavily used by children and adults for youth sports leagues and general recreation. The City of Huntington Woods does not believe the proposed use is compatible with an established and prominent area of youth-based recreation for both communities.
- Val Jones Skate Park is located across 11 Mile and adjacent to the proposed marihuana facility. This skate park is a heavily utilized recreational structure designed intentionally for used by youth of Huntington Woods and surrounding communities, including Berkley youth. The City of Huntington Woods does not



A D M I N I S T R A T I V E O F F I C E S

Mayor Robert F. Paul
Mayor Pro-Tem Michelle Elder
City Manager Chris Wilson

Commissioner Joe Rozell
Commissioner Jeff Jenks
Commissioner Jules B. Olsman

believe the proposed use is compatible with an existing recreational structure established for and predominantly used by area youth.

- The City of Huntington Woods has concerns about the amount of on-site parking in the proposed site plan and use of cross parking arrangements to meet demand created by this use. Cross parking arrangements will need to be maintained in perpetuity and may otherwise encumber commercial properties within the corridor. Failure to maintain cross parking arrangements or failure of customers to avail themselves to such off-site parking will result in stacking and traffic flow interruptions along the Eleven Mile corridor.
- The City of Huntington Woods desires to increase pedestrian and non-motorized access along the Eleven Mile corridor, including crosswalks across Eleven Mile into the City of Berkley. Improved pedestrian access along this corridor would be of benefit to residents of both communities due to the prominent location of many commercial, recreational, and religious facilities along this corridor. This would also allow much greater pedestrian access for Huntington Woods students to Berkley High School. The City of Huntington Woods does not believe that the proposed use is compatible with the goals of both community for increase pedestrian use for youth and families.
- The City of Huntington Woods does not object to the depicted elevations and cosmetic appearance of the proposed building at this location. The appearance of the building is in keeping with others in the area and an improvement over existing conditions. However, the benefits of an improved appearance do not outweigh the negative impact of an incompatible use that is inconsistent with existing facilities along this corridor and in conflict with future intended best uses of the corridor by both communities.
- The City of Huntington Woods has analyzed the site plan relative to other educational facilities in the City of Berkley. Our analysis shows that the current parcel for Rodgers Elementary School is within the 1000 foot boundary established in Section 135-528 (c) of the Berkley Code of Ordinances. The City of Huntington Woods asked for clarification of this point in our previous letter of February 11th. The City of Huntington Woods respectfully requests clarification of this fact.



A D M I N I S T R A T I V E O F F I C E S

Mayor Robert F. Paul
Mayor Pro-Tem Michelle Elder
City Manager Chris Wilson

Commissioner Joe Rozell
Commissioner Jeff Jenks
Commissioner Jules B. Olsman

The relationship between our two communities is a strong one based upon decades of good faith cooperation. Considering our history of cooperation and mutual benefit the City of Huntington Woods respectfully submits the above comments for consideration. The location of the Church and Child Care Facility at 12935 W. 11 Mile would disqualify this site for a marihuana dispensary were that location to be under the jurisdiction of the City of Berkley. That it happens to be across the street in Huntington Woods does not eliminate the need for spatial separation of these two uses, a need the City of Berkley implicitly acknowledges by inclusion of this standard in its ordinance.

The City of Huntington Woods requests that the Planning Commission consistently apply the 1,000 ft separation requirement regardless of municipal boundaries in keeping with the spirit of the ordinance. Consistent application of Section 138-528 (c) and full consideration of the other recreational facilities in the immediate area and traffic and pedestrian safety concerns along this corridor should result in a denial of this site plan request.

Respectfully,

Chris D. Wilson
City Manager
City of Huntington Woods



Agenda #1

MANAGER'S MEMO

To: Honorable Mayor Paul, City Commission; Ethan Haan, Interim City Treasurer

From: Chris D. Wilson, City Manager

Date: June 30, 2022

Subject: Server Upgrade

As part of integrating I.T. Right as our new IT Services provider the City needed to make some upgrades to our existing server. These upgrades are for purposes of security and upgrading our server capacity to meet current specifications for our software programs. I.T. Right has provided a quote for the necessary server upgrades and labor costs. Total costs for these upgrades is \$14,383.28. The City allocated \$18,000 for these upgrades in the budget for FY 2022-23.

Per Section 2-575 (a) of the City Charter, professional services are not subject to the City's procurement process. In discussion with the City Attorney I believe these services, as they are either labor or upgrades to existing City property, and are as recommended by our IT firm, qualify as a professional service. City Administration has reviewed the quote which is also attached for the Commission's review.

RECOMMENDATION -- *...be it so resolved that the Commission approves and authorizes the City Manager to execute Quote VC3Q22459 from IT Right in an amount not to exceed \$14,383.28 for server upgrades and installation. Funds for this purchase are available in Fund 402-400-970-171.*



Estimate For

City of Huntington Woods, MI
 Tim Rowland
 26815 Scotia Rd
 Huntington Woods, MI 48070
 United States

Phone (248) 541-4300

Fax

QUOTE

Number VC3Q22459

Date May 27, 2022

Here is the quote you requested.

From The Desk Of	Phone	Ship Via	Terms
Monique Allen	517-318-0350 opt 5		Net 15

Line	Qty	Description	Unit Price	Ext. Price
1	1	220516-15A SuperServer 110T-M - Supermicro SuperServer 110T-M - 1U - 8x 2.5" SATA (2x 2.5" NVMe hybrid) - 1x M.2 - Dual 1GbE - 400W 1+1 Redundant - Eight-Core Intel Xeon E-2378G Processor 2.8GHz 16MB Cache (80W) - 4 x 32GB PC4-25600 3200MHz DDR4 ECC UDIMM - 2 x 480GB Micron 5300 PRO Series 2.5" SATA 6.0Gb/s Solid State Drive - 4 x 1.92TB Micron 5300 PRO Series 2.5" SATA 6.0Gb/s Solid State Drive - Broadcom MegaRAID 9560-8i SAS3/SATA/NVMe 8-Port RAID Controller - 4GB Cache - PCIe 4.0 x8 - CacheVault Flash Cache Protection Module for 9460/9480/9560/9580 Series (CVPM05) - Broadcom NetXtreme 1-Gigabit Ethernet Network Adapter - PCIe 2.0 x4 - 4x RJ45 - Supermicro AOM-TPM-9670H - Trusted Platform Module - TPM 2.0 - X11 MBs - Not Provisioned - Horizontal - Supermicro Update Manager (SUM) (OOB Management Package) - 2 x AC Power Cord (North America), C13, NEMA 5-15P, 2.1m CAB-AC - Microsoft Windows Server 2022 Standard (16-core) - 3 Year Depot Warranty (Return for Repair)	\$9,263.28	\$9,263.28
2	32	Labor	\$160.00	\$5,120.00
3		Server Project Scope: HWBSA (DC & BSA Server) HWRecpro (Recpro) HWSERV1 (PDC, DHCP, File, Printers) HW16HOST1 (Host for HWBSA & HWRecpro) Scope: Move FSMO roels, dhcp, printers, and files to the main host. Move BSA, rts, mmsvp to main host. Redirect mydocs and implement logon scrip. Create a BDC and make it vm, move recpro to this. hoyle/tidy.		

*Quotes are Subject to Availability. Prices may vary if substitutions become necessary.
 Shipping charges included upon invoice.

5815 Clark Rd, Bath MI 48808
1.855.487.4448

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

Please contact me if I can be of further assistance.

SubTotal	\$14,383.28
Tax	\$0.00
Shipping	\$0.00
Total	\$14,383.28

**Quotes are Subject to Availability. Prices may vary if substitutions become necessary.
Shipping charges included upon invoice.*

**5815 Clark Rd, Bath MI 48808
1.855.487.4448**



Agenda #2

MANAGER'S MEMO

To: Honorable Mayor Paul, City Commission; Ethan Haan, Interim City Treasurer

From: Chris D. Wilson, City Manager

Date: June 29, 2022

Subject: MERS Annual Actuarial Valuation as of 12/31/22

The Municipal Employees' Retirement System of Michigan (MERS) has provided the City with our Annual Actuarial Valuation (AAV) Report. This report is as of December 31, 2021. The purpose of this report is to measure the City's current assets for Defined Benefit (DB) programs, or traditional pension programs, and gauge the current and long-term liabilities of these programs. These calculations will determine our required annual contributions and project those same contributions for future years.

On page six (6) of the report you will see that the City's funded ratio as of 12/31/21 was **71%**. This was a significant increase of the level of **64%** as of 12/31/20. The primary reason for this increase in our funded ratio was positive market returns for the 2021 calendar year. That same performance is not likely to be replicated in 2022. Page 20 of the report provides a historical analysis of the City's funded ratio. While the City has remained in a relatively narrow band for our funded ratio, 71% is our highest funded ratio since at least 2007.

As of December 31, the City had just over **\$20 million** in assets against just over **\$28.5 million** in liabilities. Our unfunded accrued liability (UAL) was around **\$8.4 million**. This represented the City's lowest UAL level since 2007. It should also be noted that all the City's DB plans are currently closed to new employees.

The City's annual contribution to the DB plan, inclusive of required employee contributions, are projected at just over **\$1 million dollars**. This assumes immediate acceptance of recent changes in assumptions. The estimated rate of return in all calculations is projected at **7.0%**. This rate is lowered from previous

years. MERS also shows, on pages 11 and 12, how lower rates of assumed returns of 5% and 6% would impact funded ratios and annual contribution requirements.

There are many other numbers and calculations contained within the AAV. The ones referenced above are, I believe, the most relevant in understanding the City's current funding situation and future contribution requirements. City Administration has reviewed the document and believes the figures to be accurate and would recommend that the City Commission receive and file the MERS Annual Actuarial Valuation Report as of December 31, 2021 as presented.



Municipal Employees' Retirement System of Michigan

Annual Actuarial Valuation Report

December 31, 2021 - Huntington Woods, City of (6303)





Spring, 2022

Huntington Woods, City of

In care of:
Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, Michigan 48917

This report presents the results of the Annual Actuarial Valuation, prepared for Huntington Woods, City of (6303) as of December 31, 2021. The report includes the determination of liabilities and contribution rates resulting from the participation in the Municipal Employees' Retirement System of Michigan ("MERS"). This report contains the minimum actuarially determined contribution requirement, in alignment with the MERS Plan Document, Actuarial Policy, the Michigan Constitution, and governing statutes. Huntington Woods, City of is responsible for the employer contributions needed to provide MERS benefits for its employees and former employees.

The purposes of this valuation are to:

- Measure funding progress as of December 31, 2021,
- Establish contribution requirements for the fiscal year beginning July 1, 2023,
- Provide information regarding the identification and assessment of risk,
- Provide actuarial information in connection with applicable Governmental Accounting Standards Board (GASB) statements, and
- Provide information to assist the local unit of government with state reporting requirements.

This valuation assumed the continuing ability of the plan sponsor to make the contributions necessary to fund this plan. A determination regarding whether or not the plan sponsor is actually able to do so is outside our scope of expertise and was not performed.

The findings in this report are based on data and other information through December 31, 2021. The valuation was based upon information furnished by MERS concerning Retirement System benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We checked for internal reasonability and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by MERS.

The Municipal Employees' Retirement Act, PA 427 of 1984 and the MERS' Plan Document Article VI Sec. 71 (1)(d), provides the MERS Board with the authority to set actuarial assumptions and methods after consultation with the actuary. As the fiduciary of the plan, the MERS Retirement Board sets certain assumptions for funding and GASB purposes. These assumptions are reviewed regularly through a comprehensive study, most recently in the Fall of 2021. The MERS Retirement Board adopted a Dedicated Gains Policy at the February 17, 2022 Board meeting. The Dedicated Gains Policy will automatically reduce the assumed rate of investment return in conjunction with recognizing excess investment gains to mitigate the impact on employer contributions the first year. The new policy is effective with this December 31, 2021 annual actuarial valuation, and is reflected in the funded status and fiscal year 2023 contributions as shown in the Executive Summary.

The Michigan Department of Treasury provides required assumptions to be used for purposes of Public Act 202 reporting. These assumptions are for reporting purposes only and do not impact required contributions. Please refer to the State Reporting page found at the end of this report for information for this filing.

For a full list of all the assumptions used, please refer to the division-specific assumptions described in table(s) in this report, and to the Appendix on the MERS website at:

<https://www.mersofmich.com/Portals/0/Assets/Resources/AAV-Appendix/MERS-2021AnnualActuarialValuation-Appendix.pdf>

The actuarial assumptions used for this valuation, including the assumed rate of investment return, are reasonable for purposes of the measurement.

This report reflects the impact of COVID-19 experience through December 31, 2021. It does not reflect the ongoing impact of COVID-19, which is likely to influence demographic and economic experience, at least in the short term. We will continue to monitor these developments and their impact on the MERS Defined Benefit and Hybrid plans. Actual future experience will be reflected in each subsequent annual valuation, as experience emerges.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of Huntington Woods, City of as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and with applicable statutes.

David T. Kausch, Rebecca L. Stouffer, and Mark Buis are members of the American Academy of Actuaries. These actuaries meet the Academy's Qualification Standards to render the actuarial opinions contained herein. The signing actuaries are independent of the plan sponsor. GRS maintains independent consulting agreements with certain local units of government for services unrelated to the actuarial consulting services provided in this report.



The Retirement Board of the Municipal Employees' Retirement System of Michigan confirms that the System provides for payment of the required employer contribution as described in Section 20m of Act No. 314 of 1965 (MCL 38.1140m).

This information is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting, or investment advice.

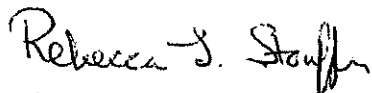
This report was prepared at the request of the MERS Retirement Board and may be provided only in its entirety by the municipality to other interested parties (MERS customarily provides the full report on request to associated third parties such as the auditor for the municipality). GRS is not responsible for the consequences of any unauthorized use. This report should not be relied on for any purpose other than the purposes described herein. Determinations of financial results, associated with the benefits described in this report, for purposes other than those identified above may be significantly different.

If you have reason to believe that the plan provisions are incorrectly described, that important plan provisions relevant to this valuation are not described, that conditions have changed since the calculations were made, that the information provided in this report is inaccurate or is in anyway incomplete, or if you need further information in order to make an informed decision on the subject matter in this report, please contact your Regional Manager at 1.800.767.MERS (6377).

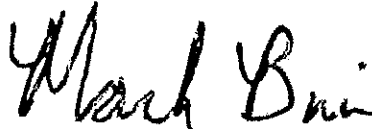
Sincerely,
Gabriel, Roeder, Smith & Company



David T. Kausch, FSA, FCA, EA, MAAA



Rebecca L. Stouffer, ASA, FCA, MAAA



Mark Buis, FSA, FCA, EA, MAAA



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Executive Summary

Funded Ratio

The funded ratio of a plan is the percentage of the dollar value of the actuarial accrued liability that is covered by the actuarial value of assets. While the funded ratio may be a useful plan measurement, understanding a plan's funding trend may be more important than a particular point in time. Refer to Table 7 to find a history of this information.

	12/31/2021	12/31/2020
Funded Ratio*	71%	64%

* Reflects assets from Surplus divisions, if any.

Throughout this report are references to valuation results generated prior to the 2018 valuation date. Results prior to 2018 were received directly from the prior actuary or extracted from the previous valuation system by MERS's technology service provider.

Required Employer Contributions

Your required employer contributions are shown in the following table. Employee contributions, if any, are in addition to the employer contributions.

Effective for the December 31, 2021 valuation, the MERS Retirement Board has adopted a Dedicated Gains Policy which allows for recognition of asset gains in excess of a set threshold in combination with lowering the assumed rate of investment return (discussed below). Changes to these assumptions and methods are effective for contributions beginning in 2023. Effective with the 2020 and 2019 valuations respectively, the MERS Retirement Board adopted updated demographic and economic assumptions. The combined impact of the prior demographic and economic assumption changes may be phased in. The remaining combined phase-in period is three years for all assumption changes.

By default, MERS will invoice you based on the amount in the "No Phase-in" columns. This amount will be considered the minimum required contribution unless you request to be billed the "Phase-in" rates. If you wish to be billed using the phased-in rates, please contact MERS, at which point the alternate minimum required contribution will be the amount in the "Phase-in" columns.

	Percentage of Payroll				Monthly \$ Based on Projected Payroll			
	Phase-in	No Phase-in	Phase-in	No Phase-in	Phase-in	No Phase-in	Phase-in	No Phase-in
Valuation Date:	12/31/2021	12/31/2021	12/31/2020	12/31/2020	12/31/2021	12/31/2021	12/31/2020	12/31/2020
Fiscal Year Beginning:	July 1, 2023	July 1, 2023	July 1, 2022	July 1, 2022	July 1, 2023	July 1, 2023	July 1, 2022	July 1, 2022
Division								
01 - Non Unio	-	-	-	-	\$ 6,303	\$ 9,283	\$ 9,342	\$ 13,812
02 - Pbl Sfty	-	-	-	-	20,362	21,912	18,306	20,631
10 - Gnr DPW	-	-	-	-	4,693	5,087	5,158	5,749
20 - P S Cmnd	-	-	-	-	45,310	47,724	41,258	44,879
21 - P S Cmd B	-	-	-	-	667	835	1,053	1,305
Total Municipality -								
Estimated Monthly Contribution					\$ 77,335	\$ 84,841	\$ 75,117	\$ 86,376
Total Municipality -								
Estimated Annual Contribution					\$ 928,020	\$ 1,018,092	\$ 901,404	\$ 1,036,512

Employee contribution rates:

Valuation Date:	Employee Contribution Rate	
	12/31/2021	12/31/2020
Division		
01 - Non Unio	6.00%	6.00%
02 - Pbl Sfty	5.00%	5.00%
10 - Gnr DPW	6.00%	6.00%
20 - P S Cmnd	5.00%	5.00%
21 - P S Cmd B	5.00%	5.00%

The employer may contribute more than the minimum required contributions, as these additional contributions will earn investment income and may result in lower future contribution requirements. Employers making contributions in excess of the minimum requirements may elect to apply the excess contribution immediately to a particular division, or segregate the excess into one or more of what MERS calls "Surplus" divisions. An election in the first case would immediately reduce any unfunded accrued liability and lower the amortization payments throughout the remaining amortization period. An election to set up Surplus divisions would not immediately lower future contributions, however the assets from the Surplus division could be transferred to an unfunded division in the future to reduce the unfunded liability in future years, or to be used to pay all or a portion of the minimum required contribution in a future year. For purposes of this report, the assets in any Surplus division have been included in the municipality's total assets, unfunded accrued liability, and funded status; however, these assets are not used in calculating the minimum required contribution.



MERS strongly encourages employers to contribute more than the minimum contribution shown above. With the implemented Dedicated Gains policy, market gains and losses will continue to be smoothed over five years; however, since excess return are being used to lower the investment assumption, there will be less gains to smooth in down markets. Having additional funds in Surplus divisions will assist plans with navigating any market volatility.

Assuming that experience of the plan meets actuarial assumptions:

- To accelerate to a 100% funding ratio in 10 years, estimated monthly employer contributions for the fiscal year beginning in 2023 for the entire employer would be \$107,058, instead of \$84,841.

How and Why Do These Numbers Change?

In a defined benefit plan, contributions vary from one annual actuarial valuation to the next as a result of the following:

- Changes in benefit provisions (see Table 2),
- Changes in actuarial assumptions and methods (see the Appendix), and
- Experience of the plan (investment experience and demographic experience); this is the difference between actual experience of the plan and the actuarial assumptions.

These impacts are reflected in various tables in the report. For more information, please contact your Regional Manager.

Comments on Investment Rate of Return Assumption

A defined benefit plan is funded by employer contributions, participant contributions, and investment earnings. Investment earnings have historically provided a significant portion of the funding. The larger the share of benefits being provided from investment returns, the smaller the required contributions, and vice versa. Determining the contributions required to prefund the promised retirement benefits requires an assumption of what investment earnings are expected to add to the fund over a long period of time. This is called the **Investment Return Assumption**.

The MERS Investment Return Assumption is **7.00%** per year. This, along with all of our other actuarial assumptions, is reviewed at least every five years in an Experience Study that compares the assumptions used against actual experience and recommends adjustments if necessary. If your municipality would like to explore contributions at lower assumed investment return assumptions, please review the “What If” projection scenarios later in this report.

Assumption and Method Change in 2021

Effective February 17, 2022, the MERS Retirement Board adopted a dedicated gains policy that automatically adjusts the assumed rate of investment return by using excess asset gains to mitigate large increases in required contributions to the Plan. Full details of this dedicated gains policy are available in the Actuarial Policy found on the MERS [website](#). Some goals of the dedicated gains policy are to:

- Provide a systematic approach to lower the assumed rate of investment return between experience studies, and



- Use excess gains to cover both the increase in normal cost and any increase in UAL payment the first year after implementation (i.e., minimize the first-year impact (i.e., increase) in employer contributions).

The dedicated gains policy has been implemented with the December 31, 2021 annual actuarial valuation. After initial application of the smoothing method, remaining market gains were used to lower the assumed rate of investment return from 7.35% to 7.00%. The December 31, 2021 valuation liabilities were developed using this new, lower assumption. Additionally, as a result of recognizing excess market gains, the valuation assets used to fund these liabilities are 7.2% higher than if there were no dedicated gain policy. The combined impact of these changes will minimize the first-year impact on employer contributions and may result in an increase or a decrease in employer contributions.

Comments on Asset Smoothing

To avoid dramatic spikes and dips in annual contribution requirements due to short-term fluctuations in asset markets, MERS applies a technique called **asset smoothing**. This spreads out each year's investment gains or losses over the prior year and the following four years. After initial application of asset smoothing, remaining excess market gains are used to buy down the assumed rate of investment return and increase the level of valuation assets, to the extent allowed by the dedicated gains policy. This smoothing method is used to determine your actuarial value of assets (valuation assets), which is then used to determine both your funded ratio and your required contributions. **The (smoothed) actuarial rate of return for 2021 was 17.04%, while the actual market rate of return was 13.97%.** To see historical details of the market rate of return compared to the smoothed actuarial rate of return, refer to this report's Appendix or view the "[How Smoothing Works](#)" video on the [Defined Benefit resource page](#) of the MERS website.

As of December 31, 2021, the actuarial value of assets is just below 100% of market value due to asset smoothing and dedicated gains. This means that rate of return on the actuarial value of assets should exceed the actuarial assumption in the next few years provided that the annual market returns meet or exceed the 7.00% investment return assumption. When all assumptions are met, contribution rates are expected to stay approximately level as a percent of payroll (dollar amounts are expected to increase with wage inflation of 3.0% each year).

As of December 31, 2021, the market value of assets and actuarial value of assets are very similar, resulting in a funded percentage that is not materially different.

Alternate Scenarios to Estimate the Potential Volatility of Results ("What If Scenarios")

The calculations in this report are based on assumptions about long-term economic and demographic behavior. These assumptions will never materialize in a given year, except by coincidence. Therefore, the results will vary from one year to the next. The volatility of the results depends upon the characteristics of the plan. For example:

- Open divisions that have substantial assets compared to their active employee payroll will have more volatile employer contribution rates due to investment return fluctuations.
- Open divisions that have substantial accrued liability compared to their active employee payroll will have more volatile employer contribution rates due to demographic experience fluctuations.
- Small divisions will have more volatile contribution patterns than larger divisions because statistical fluctuations are relatively larger among small populations.
- Shorter amortization periods result in more volatile contribution patterns.



Many assumptions are important in determining the required employer contributions. In the following table, we show the impact of varying the Investment Return assumption. Lower investment returns would generally result in higher required employer contributions, and vice versa. The three economic scenarios below provide a quantitative risk assessment for the impact of investment returns on the plan's future financial condition for funding purposes.

The relative impact of the economic scenarios below will vary from year to year, as the participant demographics change. The impact of each scenario should be analyzed for a given year, not from year to year. The results in the table are based on the December 31, 2021 valuation and are for the municipality in total, not by division. These results do not reflect a phase-in of the impact of the actuarial assumptions updated in the 2020 and 2019 valuations. There is no phase-in with dedicated gains.

It is important to note that calculations in this report are mathematical estimates based upon assumptions regarding future events, which may or may not materialize. Actuarial calculations can and do vary from one valuation to the next, sometimes significantly depending on the group's size. Projections are not predictions. Future valuations will be based on actual future experience.

12/31/2021 Valuation Results	Lower Future Annual Returns	Lower Future Annual Returns	Valuation Assumptions
Investment Return Assumption	5.00%	6.00%	7.00%
Accrued Liability	\$ 35,154,387	\$ 31,572,115	\$ 28,562,390
Valuation Assets ¹	\$ 20,141,072	\$ 20,141,072	\$ 20,141,072
Unfunded Accrued Liability	\$ 15,013,315	\$ 11,431,043	\$ 8,421,318
Funded Ratio	57%	64%	71%
Monthly Normal Cost	\$ 25,953	\$ 18,866	\$ 13,507
Monthly Amortization Payment	\$ 111,500	\$ 90,938	\$ 71,334
Total Employer Contribution²	\$ 137,453	\$ 109,804	\$ 84,841

¹ The Valuation Assets include assets from Surplus divisions, if any.

² If assets exceed accrued liabilities for a division, the division may have an overfunding credit to reduce the division's employer contribution requirement. If the overfunding credit is larger than the normal cost, the division's full credit is included in the municipality's amortization payment above but the division's total contribution requirement is zero. This can cause the displayed normal cost and amortization payment to not add up to the displayed total employer contribution.

Projection Scenarios

The next two pages show projections of the plan's funded ratio and computed employer contributions under the actuarial assumptions used in the valuation and alternate economic assumption scenarios. All three projections take into account the past investment experience that will continue to affect the actuarial rate of return in the short term.

The 7.00% scenario provides an estimate of computed employer contributions based on current actuarial assumptions, and a projected 7.00% market return. The other two scenarios may be useful if the municipality chooses to budget more conservatively and make contributions in addition to the minimum requirements. The 6.00% and 5.00% projection scenarios provide an indication of the potential required employer contribution if these assumptions were met over the long term.

Your municipality includes one or more Surplus divisions. Extra contributions in a Surplus division may be used



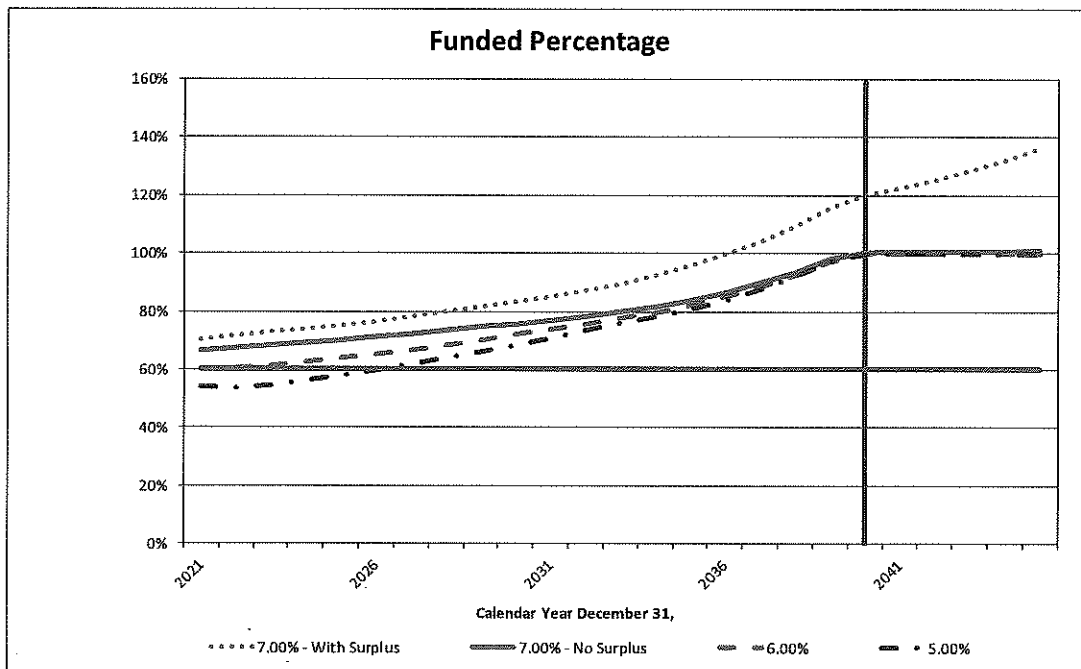
to reduce future employer contributions or to accelerate the date by which the municipality becomes 100% funded. The timing and use of these Surplus assets is discretionary. Certain employers have special funding arrangements that may differ from the Actuarial Policy.

The Funded Percentage graph shows projections of funded status under the 7.00% investment return assumption, both including the Surplus assets (contributed as of the valuation date), and without the Surplus assets. The graph including the Surplus assets assumes these Surplus assets grow with interest and are not used to lower future employer contributions. We modeled the projections including the Surplus assets in this fashion because the use of these assets is discretionary by the employer and we do not know when and how the employer will use them. Once the employer uses these Surplus assets, any future employer contributions are expected to be lower than those shown in the projections.

Valuation Year Ending 12/31	Fiscal Year Beginning 7/1	Actuarial Accrued Liability	Valuation Assets ²	Funded Percentage	Estimated Annual Employer Contribution
7.00%¹ - NO PHASE-IN					
2021	2023	\$ 28,562,390	\$ 19,000,430	67%	\$ 1,018,092
2022	2024	\$ 28,700,000	\$ 19,300,000	67%	\$ 982,000
2023	2025	\$ 28,800,000	\$ 19,700,000	68%	\$ 995,000
2024	2026	\$ 28,900,000	\$ 20,100,000	69%	\$ 1,010,000
2025	2027	\$ 29,000,000	\$ 20,400,000	70%	\$ 1,020,000
2026	2028	\$ 29,000,000	\$ 20,700,000	71%	\$ 1,060,000
6.00%¹ - NO PHASE-IN					
2021	2023	\$ 31,572,115	\$ 19,000,430	60%	\$ 1,317,648
2022	2024	\$ 31,700,000	\$ 19,200,000	61%	\$ 1,290,000
2023	2025	\$ 31,800,000	\$ 19,500,000	61%	\$ 1,310,000
2024	2026	\$ 31,900,000	\$ 20,000,000	63%	\$ 1,330,000
2025	2027	\$ 31,900,000	\$ 20,400,000	64%	\$ 1,340,000
2026	2028	\$ 31,800,000	\$ 20,800,000	65%	\$ 1,380,000
5.00%¹ - NO PHASE-IN					
2021	2023	\$ 35,154,387	\$ 19,000,430	54%	\$ 1,649,436
2022	2024	\$ 35,200,000	\$ 19,000,000	54%	\$ 1,630,000
2023	2025	\$ 35,300,000	\$ 19,300,000	55%	\$ 1,660,000
2024	2026	\$ 35,300,000	\$ 19,900,000	56%	\$ 1,670,000
2025	2027	\$ 35,300,000	\$ 20,500,000	58%	\$ 1,690,000
2026	2028	\$ 35,100,000	\$ 21,000,000	60%	\$ 1,730,000

¹ Represents both the interest rate for discounting liabilities and the future investment return assumption on the Market Value of assets.

² Valuation Assets do not include assets from Surplus divisions, if any.

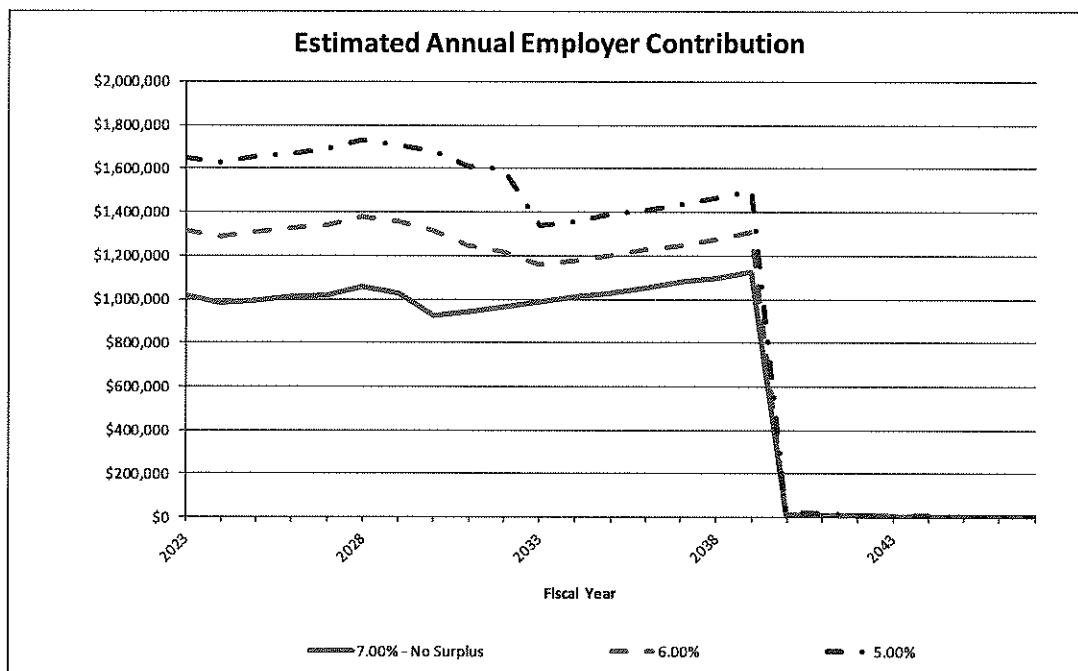


Notes:

All projected funded percentages are shown with no phase-in.

Assumes assets from Surplus divisions will not be used to lower employer contributions during the projection period.

The green indicator lines have been added at 60% funded and 19 years following the valuation date for PA 202 purposes.



Notes:

All projected contributions are shown with no phase-in.

Projected employer contributions do not reflect the use of any assets from the Surplus divisions.

Table 1: Employer Contribution Details for the Fiscal Year Beginning July 1, 2023

Division	Total Normal Cost	Employee Contribut. Rate	Employer Contributions ¹				Computed Employer Contribut. With Phase-In	Blended ER Rate No Phase-In ⁵	Blended ER Rate With Phase-In ⁵	Employee Contribut. Conversion Factor ²
			Employer Normal Cost ⁶	Payment of the Unfunded Accrued Liability ⁴	Computed Employer Contribut. No Phase-In					
Percentage of Payroll										
01 - Non Unio	14.00%	6.00%	-	-	-	-	-	-	-	-
02 - Pbl Sfty	15.65%	5.00%	-	-	-	-	-	-	-	-
10 - GnrI DPW	14.28%	6.00%	-	-	-	-	-	-	-	-
20 - P S Cmnd	16.09%	5.00%	-	-	-	-	-	-	-	-
21 - P S Cmnd B	0.00%	5.00%	-	-	-	-	-	-	-	-
Estimated Monthly Contribution ³										
01 - Non Unio			\$ 261	\$ 9,022	\$ 9,283	\$ 6,303				
02 - Pbl Sfty			5,253	16,659	21,912	20,362				
10 - GnrI DPW			828	4,259	5,087	4,693				
20 - P S Cmnd			7,165	40,559	47,724	45,310				
21 - P S Cmnd B			0	835	835	667				
Total Municipality			\$ 13,507	\$ 71,334	\$ 84,841	\$ 77,335				
Estimated Annual Contribution ³			\$ 162,084	\$ 856,008	\$ 1,018,092	\$ 928,020				

¹ The above employer contribution requirements are in addition to the employee contributions, if any.

² If employee contributions are increased/decreased by 1.00% of pay, the employer contribution requirement will decrease/increase by the Employee Contribution Conversion Factor. The conversion factor is usually under 1% because employee contributions may be refunded at termination of employment and not used to fund retirement pensions. Employer contributions will all be used to fund pensions.

³ For divisions that are open to new hires, estimated contributions are based on projected fiscal year payroll. Actual contributions will be based on actual reported monthly pays, and will be different from the above amounts. For divisions that will have no new hires (i.e., closed divisions), invoices will be based on the above dollar amounts which are based on projected fiscal year payroll. See description of Open Divisions and Closed Divisions in the Appendix.

⁴ Note that if the overfunding credit is larger than the normal cost, the full credit is shown above but the total contribution requirement is zero. This will cause the displayed normal cost and unfunded accrued liability contributions not to add across.

⁵ For linked divisions, the employer will be invoiced the Computed Employer Contribution No Phase-in rate shown above for each linked division (a contribution rate for the open division; a contribution dollar for the closed-but-linked division), unless the employer elects to contribute the Blended Employer Contribution rate shown above, by contacting MERS at 800-767-MERS (6377).

⁶ For divisions with a negative employer normal cost, employee contributions cover the normal cost and a portion of the payment of any unfunded accrued liability.

Please see the Comments on Asset Smoothing in the Executive Summary of this report.



Table 2: Benefit Provisions

01 - Non Unio: Closed to new hires

	2021 Valuation	2020 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25 55/15	50/25 55/15
Early Retirement (Reduced):	-	-
Final Average Compensation:	3 years	3 years
Employee Contributions:	6.00%	6.00%
DC Plan for New Hires:	7/1/1998	7/1/1998
Act 88:	Yes (Adopted 2/16/1965)	Yes (Adopted 2/16/1965)

02 - Pbl Sfty: Closed to new hires

	2021 Valuation	2020 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25	50/25
Early Retirement (Reduced):	55/15	55/15
Final Average Compensation:	3 years	3 years
Employee Contributions:	5.00%	5.00%
DC Plan for New Hires:	1/1/2019	1/1/2019
Act 88:	Yes (Adopted 2/16/1965)	Yes (Adopted 2/16/1965)

10 - Gnrl DPW: Closed to new hires

	2021 Valuation	2020 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25 55/15	50/25 55/15
Early Retirement (Reduced):	-	-
Final Average Compensation:	5 years	5 years
Employee Contributions:	6.00%	6.00%
DC Plan for New Hires:	7/1/1998	7/1/1998
Act 88:	Yes (Adopted 2/16/1965)	Yes (Adopted 2/16/1965)



20 - P S Cmnd: Closed to new hires

	2021 Valuation	2020 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	50/25	50/25
Early Retirement (Reduced):	55/15	55/15
Final Average Compensation:	3 years	3 years
COLA for Current Retirees:	2.00% (Compound)	2.00% (Compound)
Employee Contributions:	5.00%	5.00%
DC Plan for New Hires:	1/1/2019	1/1/2019
Act 88:	Yes (Adopted 2/16/1965)	Yes (Adopted 2/16/1965)

21 - P S Cmd B: Closed to new hires

	2021 Valuation	2020 Valuation
Benefit Multiplier:	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
Normal Retirement Age:	60	60
Vesting:	10 years	10 years
Early Retirement (Unreduced):	25 & Out	25 & Out
Early Retirement (Reduced):	55/15	55/15
Final Average Compensation:	3 years	3 years
Employee Contributions:	5.00%	5.00%
Act 88:	Yes (Adopted 2/16/1965)	Yes (Adopted 2/16/1965)



Table 3: Participant Summary

Division	2021 Valuation		2020 Valuation		2021 Valuation		
	Number	Annual Payroll ¹	Number	Annual Payroll ¹	Average Age	Average Benefit Service ²	Average Eligibility Service ²
01 - Non Unio							
Active Employees	1	\$ 76,992	2	\$ 127,698	57.9	31.4	31.4
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	25	809,171	25	768,095	71.4		
Pending Refunds	2		2				
02 - Pbl Sfty							
Active Employees	6	\$ 581,293	7	\$ 663,534	45.2	14.6	15.3
Vested Former Employees	1	23,079	1	23,079	43.5	11.3	22.6
Retirees and Beneficiaries	10	355,556	9	291,423	67.5		
Pending Refunds	0		0				
10 - Gnrl DPW							
Active Employees	2	\$ 146,039	2	\$ 134,345	52.4	23.0	25.8
Vested Former Employees	1	8,510	1	8,510	53.7	10.2	10.2
Retirees and Beneficiaries	6	138,486	6	138,486	73.8		
Pending Refunds	0		0				
20 - P S Cmd							
Active Employees	7	\$ 756,632	7	\$ 715,772	47.5	17.2	17.9
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	9	634,316	9	627,114	70.9		
Pending Refunds	0		0				
21 - P S Cmd B							
Active Employees	0	\$ 0	0	\$ 0	0.0	0.0	0.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	2	106,664	2	106,664	68.0		
Pending Refunds	0		0				
Total Municipality							
Active Employees	16	\$ 1,560,956	18	\$ 1,641,349	47.9	17.8	18.8
Vested Former Employees	2	31,589	2	31,589	48.6	10.8	16.4
Retirees and Beneficiaries	52	2,044,193	51	1,931,782	70.7		
Pending Refunds	2		2				
Total Participants	72		73				

¹ Annual payroll for active employees; annual deferred benefits payable for vested former employees; annual benefits being paid for retirees and beneficiaries.

² Descriptions can be found under Miscellaneous and Technical Assumptions in the Appendix.

Table 4: Reported Assets (Market Value)

Division	2021 Valuation		2020 Valuation	
	Employer and Retiree ¹	Employee ²	Employer and Retiree ¹	Employee ²
01 - Non Unio	\$ 8,031,167	\$ 193,338	\$ 7,354,232	\$ 185,161
02 - Pbl Sfty	3,057,850	412,899	2,602,696	476,879
10 - Gnrl DPW	2,040,179	161,275	1,842,946	151,920
20 - P S Cmd	3,591,180	566,702	3,242,371	526,815
21 - P S Cmd B	973,946	0	861,950	0
S1 - Surplus Unassociated	1,142,329	0	632,571	0
Municipality Total³	\$ 18,836,651	\$ 1,334,214	\$ 16,536,765	\$ 1,340,775
Combined Assets³	\$20,170,864		\$17,877,540	

¹ Reserve for Employer Contributions and Benefit Payments.

² Reserve for Employee Contributions.

³ Totals may not add due to rounding.

The December 31, 2021 valuation assets (actuarial value of assets) are equal to 0.998523 times the reported market value of assets (compared to 0.972357 as of December 31, 2020). Refer to the Appendix for a description of the valuation asset derivation and a detailed calculation of valuation assets.

Assets in the Surplus division(s) are employer assets that have been reserved separately and may be used within the plan at the employer's discretion at some point in the future. These assets are not used in calculating the employer contribution for the fiscal year beginning July 1, 2023.

Table 5: Flow of Valuation Assets

Year Ended 12/31	Employer Contributions		Employee Contributions	Investment Income (Valuation Assets)	Benefit Payments	Employee Contribution Refunds	Net Transfers	Valuation Asset Balance
	Required	Additional						
2011	\$ 847,536	\$ 207,009	\$ 108,039	\$ 577,869	\$ (1,570,721)	\$ 0	\$ 44,149	\$ 11,965,991
2012	739,033	326,954	106,047	508,995	(1,593,814)	0	0	12,053,206
2013	859,907	309,351	104,795	696,906	(1,693,659)	0	49,617	12,380,123
2014	1,024,157	567,460	102,566	718,327	(1,748,691)	(8,867)	0	13,035,075
2015	1,067,629	999,596	99,205	728,922	(1,747,437)	0	0	14,182,990
2016	1,289,154	187,492	105,983	754,027	(1,730,586)	0	2,834	14,791,894
2017	1,191,016	226,689	101,108	892,323	(1,807,228)	0	0	15,395,802
2018	1,198,096	229,237	102,648	570,954	(1,851,866)	0	0	15,644,871
2019	1,310,660	272,923	102,272	754,319	(1,824,843)	0	0	16,260,202
2020	1,468,236	198,096	88,389	1,311,978	(1,943,549)	0	0	17,383,352
2021	1,260,330	427,481	85,371	2,952,960	(1,968,422)	0	0	20,141,072

Notes:

Transfers in and out are usually related to the transfer of participants between municipalities, and to employer and employee payments for service credit purchases (if any) that the governing body has approved.

The investment income column reflects the recognized investment income based on Valuation Assets. It does not reflect the market value investment return in any given year.

The Valuation Asset balance includes assets from Surplus divisions, if any.

Years where historical information is not available will be displayed with zero values.



**Table 6: Actuarial Accrued Liabilities and Valuation Assets
as of December 31, 2021**

Division	Actuarial Accrued Liability					Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
	Active Employees	Vested Former Employees	Retirees and Beneficiaries	Pending Refunds	Total			
01 - Non Unio	\$ 639,901	\$ 0	\$ 8,317,816	\$ 20,346	\$ 8,978,063	\$ 8,212,357	91.5%	\$ 765,706
02 - Pbl Sfty	2,143,394	88,745	3,739,841	0	5,971,980	3,465,622	58.0%	2,506,358
10 - GnrI DPW	813,614	64,635	1,462,615	0	2,340,864	2,198,202	93.9%	142,662
20 - P S Cmnd	3,435,541	0	6,792,482	0	10,228,023	4,151,741	40.6%	6,076,282
21 - P S Cmnd B	0	0	1,043,460	0	1,043,460	972,508	93.2%	70,952
S1 - Surplus Unassociated	0	0	0	0	0	1,140,642		(1,140,642)
Total	\$ 7,032,450	\$ 153,380	\$ 21,356,214	\$ 20,346	\$ 28,562,390	\$ 20,141,072	70.5%	\$ 8,421,318

Please see the Comments on Asset Smoothing in the Executive Summary of this report.

The December 31, 2021 valuation assets (actuarial value of assets) are equal to 0.998523 times the reported market value of assets. Refer to the Appendix for a description of the valuation asset derivation and a detailed calculation of valuation assets.

Table 7: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2007	\$ 19,414,340	\$ 11,647,508	60%	\$ 7,766,832
2008	20,088,703	11,500,642	57%	8,588,061
2009	20,242,313	11,450,440	57%	8,791,873
2010	21,439,037	11,752,110	55%	9,686,927
2011	22,720,433	11,965,991	53%	10,754,442
2012	22,867,014	12,053,206	53%	10,813,808
2013	23,498,765	12,380,123	53%	11,118,642
2014	23,553,437	13,035,075	55%	10,518,362
2015	24,282,426	14,182,990	58%	10,099,436
2016	24,682,430	14,791,894	60%	9,890,536
2017	25,130,939	15,395,802	61%	9,735,137
2018	25,518,019	15,644,871	61%	9,873,148
2019	26,565,844	16,260,202	61%	10,305,642
2020	26,969,274	17,383,352	64%	9,585,922
2021	28,562,390	20,141,072	71%	8,421,318

Notes: Actuarial assumptions were revised for the 2008, 2009, 2010, 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

The Valuation Assets include assets from Surplus divisions, if any.

Years where historical information is not available will be displayed with zero values.

Throughout this report are references to valuation results generated prior to the 2018 valuation date. Results prior to 2018 were received directly from the prior actuary or extracted from the previous valuation system by MERS's technology service provider.

Tables 8 and 9: Division-Based Comparative Schedules

Division 01 - Non Unio

Table 8-01: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2011	\$ 8,092,107	\$ 6,127,547	76%	\$ 1,964,560
2012	8,096,881	5,970,845	74%	2,126,036
2013	8,113,407	5,952,209	73%	2,161,198
2014	8,206,577	6,036,620	74%	2,169,957
2015	8,604,756	6,263,037	73%	2,341,719
2016	8,557,280	6,423,762	75%	2,133,518
2017	8,584,587	6,612,124	77%	1,972,463
2018	8,424,726	6,667,263	79%	1,757,463
2019	8,649,805	6,885,741	80%	1,764,064
2020	8,816,818	7,330,981	83%	1,485,837
2021	8,978,063	8,212,357	91%	765,706

Notes: Actuarial assumptions were revised for the 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-01: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2011	7	\$ 416,641	\$ 21,623	6.00%
2012	7	416,641	\$ 26,829	6.00%
2013	6	365,768	\$ 32,780	6.00%
2014	6	391,803	\$ 36,520	6.00%
2015	6	385,991	\$ 46,909	6.00%
2016	6	384,714	\$ 48,767	6.00%
2017	4	254,246	\$ 52,263	6.00%
2018	4	260,614	\$ 56,572	6.00%
2019	2	135,121	\$ 10,683	6.00%
2020	2	127,698	\$ 13,812	6.00%
2021	1	76,992	\$ 9,283	6.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Division 02 - Pbl Sfty

Table 8-02: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2011	\$ 3,759,446	\$ 1,650,760	44%	\$ 2,108,686
2012	3,800,312	1,642,352	43%	2,157,960
2013	3,937,288	1,616,221	41%	2,321,067
2014	4,041,777	1,700,051	42%	2,341,726
2015	4,270,720	2,568,714	60%	1,702,006
2016	4,553,773	2,703,909	59%	1,849,864
2017	4,798,008	2,889,403	60%	1,908,605
2018	5,174,266	3,003,666	58%	2,170,600
2019	5,779,704	3,137,207	54%	2,642,497
2020	5,396,908	2,994,446	55%	2,402,462
2021	5,971,980	3,465,622	58%	2,506,358

Notes: Actuarial assumptions were revised for the 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-02: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2011	7	\$ 524,882	28.90%	5.00%
2012	7	512,139	32.38%	5.00%
2013	9	622,406	29.44%	5.00%
2014	10	678,991	28.05%	5.00%
2015	11	761,150	21.04%	5.00%
2016	11	846,121	21.76%	5.00%
2017	11	895,319	22.03%	5.00%
2018	11	965,950	\$ 19,758	5.00%
2019	10	939,216	\$ 23,607	5.00%
2020	7	663,534	\$ 20,631	5.00%
2021	6	581,293	\$ 21,912	5.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.



Division 10 - Gnrl DPW

Table 8-10: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2011	\$ 1,791,032	\$ 1,540,121	86%	\$ 250,911
2012	1,826,038	1,563,070	86%	262,968
2013	1,768,539	1,612,399	91%	156,140
2014	1,920,707	1,657,826	86%	262,881
2015	1,933,425	1,688,102	87%	245,323
2016	1,845,048	1,738,356	94%	106,692
2017	1,924,485	1,798,652	94%	125,833
2018	1,990,411	1,804,909	91%	185,502
2019	2,074,874	1,840,526	89%	234,348
2020	2,198,056	1,939,722	88%	258,334
2021	2,340,864	2,198,202	94%	142,662

Notes: Actuarial assumptions were revised for the 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-10: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2011	5	\$ 273,669	\$ 3,046	6.00%
2012	5	258,821	\$ 3,133	6.00%
2013	5	263,912	\$ 2,363	6.00%
2014	4	237,751	\$ 3,632	6.00%
2015	4	229,461	\$ 3,790	6.00%
2016	4	236,647	\$ 2,691	6.00%
2017	3	197,924	\$ 3,651	6.00%
2018	3	208,642	\$ 4,679	6.00%
2019	3	212,734	\$ 5,516	6.00%
2020	2	134,345	\$ 5,749	6.00%
2021	2	146,039	\$ 5,087	6.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Division 20 - P S Cmnd

Table 8-20: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2011	\$ 7,482,933	\$ 2,003,774	27%	\$ 5,479,159
2012	7,508,320	2,052,880	27%	5,455,440
2013	8,174,751	2,350,893	29%	5,823,858
2014	7,885,259	2,537,292	32%	5,347,967
2015	8,375,642	3,287,913	39%	5,087,729
2016	8,646,072	3,459,831	40%	5,186,241
2017	8,761,925	3,475,908	40%	5,286,017
2018	8,885,194	3,308,048	37%	5,577,146
2019	9,007,090	3,258,559	36%	5,748,531
2020	9,518,422	3,664,995	39%	5,853,427
2021	10,228,023	4,151,741	41%	6,076,282

Notes: Actuarial assumptions were revised for the 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-20: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2011	5	\$ 490,829	67.50%	5.00%
2012	4	364,116	97.88%	5.00%
2013	5	480,590	78.32%	5.00%
2014	4	400,515	85.87%	5.00%
2015	5	484,392	70.71%	5.00%
2016	5	499,149	72.50%	5.00%
2017	5	504,829	75.37%	5.00%
2018	5	523,881	\$ 37,183	5.00%
2019	4	426,480	\$ 39,661	5.00%
2020	7	715,772	\$ 44,879	5.00%
2021	7	756,632	\$ 47,724	5.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Division 21 - P S Cmd B

Table 8-21: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2011	\$ 1,115,525	\$ 127,285	11%	\$ 988,240
2012	1,099,535	141,438	13%	958,097
2013	1,082,477	170,535	16%	911,942
2014	1,065,238	237,402	22%	827,836
2015	1,097,883	375,224	34%	722,659
2016	1,080,257	466,036	43%	614,221
2017	1,061,934	549,243	52%	512,691
2018	1,043,422	616,636	59%	426,786
2019	1,054,371	706,837	67%	347,534
2020	1,039,070	838,123	81%	200,947
2021	1,043,460	972,508	93%	70,952

Notes: Actuarial assumptions were revised for the 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

The percent funded does not reflect valuation assets from Surplus divisions, if any.

Table 9-21: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution ¹	Employee Contribution Rate ²
	Number	Annual Payroll		
2011	0	\$ 0	\$ 9,530	0.00%
2012	0	0	\$ 10,913	0.00%
2013	0	0	\$ 13,282	0.00%
2014	0	0	\$ 12,784	0.00%
2015	0	0	\$ 12,848	0.00%
2016	0	0	\$ 13,305	5.00%
2017	0	0	\$ 13,924	5.00%
2018	0	0	\$ 14,867	5.00%
2019	0	0	\$ 1,191	5.00%
2020	0	0	\$ 1,305	5.00%
2021	0	0	\$ 835	5.00%

1 For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

2 For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

Note: The contributions shown in Table 9 reflect the employer contribution requirement without phase-in. If applicable, the current phase-in contribution is shown in Table 1.

See the Benefit Provision History, later in this report, for past benefit provision changes.

Years where historical information is not available will be displayed with zero values.

Division S1 - Surplus Unassociated

Table 8-S1: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2011	\$ 0	\$ 0		\$ 0
2012	0	0		0
2013	0	0		0
2014	0	0		0
2015	0	0		0
2016	0	0		0
2017	0	70,472		(70,472)
2018	0	244,349		(244,349)
2019	0	431,332		(431,332)
2020	0	615,085		(615,085)
2021	0	1,140,642		(1,140,642)

Notes: Actuarial assumptions were revised for the 2011, 2012, 2015, 2019, 2020 and 2021 actuarial valuations.

Years where historical information is not available will be displayed with zero values.

Table 10: Division-Based Layered Amortization Schedule

Division 01 - Non Unio

Table 10-01: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance ¹	Original Amortization Period ²	Amounts for Fiscal Year Beginning 7/1/2023		
				Outstanding UAL Balance ³	Remaining Amortization Period ²	Annual Amortization Payment
(Gain)/Loss	12/31/2016	\$ 15,860	10	\$ 11,526	5	\$ 2,568
(Gain)/Loss	12/31/2017	168,160	10	138,922	6	26,280
(Gain)/Loss	12/31/2018	209,624	10	191,213	7	31,584
(Gain)/Loss	12/31/2019	227,492	10	223,242	8	32,856
Assumption	12/31/2019	257,423	10	246,851	8	36,324
Experience	12/31/2020	253,798	10	266,785	9	35,532
Experience	12/31/2021	(421,128)	10	(466,112)	10	(56,880)
Total				\$ 612,427		\$ 108,264

¹ For each type of UAL (layer), this is the original balance as of the date the layer was established.

² According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

³ This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2021 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2021 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Division 02 - Pbl Sfty

Table 10-02: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance ¹	Original Amortization Period ²	Amounts for Fiscal Year Beginning 7/1/2023		
				Outstanding UAL Balance ³	Remaining Amortization Period ²	Annual Amortization Payment
Initial	12/31/2015	\$ 1,702,006	23	\$ 1,654,267	17	\$ 134,148
(Gain)/Loss	12/31/2016	181,073	22	202,010	17	16,380
(Gain)/Loss	12/31/2017	63,626	21	70,525	17	5,724
(Gain)/Loss	12/31/2018	235,009	20	259,267	17	21,024
(Gain)/Loss	12/31/2019	280,725	19	307,325	17	24,924
Assumption	12/31/2019	161,254	19	161,989	17	13,140
Experience	12/31/2020	(280,301)	18	(308,851)	17	(25,044)
Experience	12/31/2021	107,019	17	118,450	17	9,612
Total				\$ 2,464,982		\$ 199,908

¹ For each type of UAL (layer), this is the original balance as of the date the layer was established.

² According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

³ This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2021 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2021 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.



Division 10 - Gnrl DPW

Table 10-10: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance ¹	Original Amortization Period ²	Amounts for Fiscal Year Beginning 7/1/2023		
				Outstanding UAL Balance ³	Remaining Amortization Period ²	Annual Amortization Payment
Initial	12/31/2015	\$ 245,323	9	\$ 50,253	1	\$ 51,972
(Gain)/Loss	12/31/2016	(136,726)	10	(99,453)	5	(22,164)
(Gain)/Loss	12/31/2017	41,000	10	33,880	6	6,408
(Gain)/Loss	12/31/2018	76,177	10	69,495	7	11,472
(Gain)/Loss	12/31/2019	(4,362)	10	(4,277)	8	(624)
Assumption	12/31/2019	64,752	10	62,756	8	9,240
Experience	12/31/2020	45,525	10	47,853	9	6,372
Experience	12/31/2021	(85,642)	10	(94,790)	10	(11,568)
Total				\$ 65,717		\$ 51,108

¹ For each type of UAL (layer), this is the original balance as of the date the layer was established.

² According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

³ This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2021 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2021 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

Division 20 - P S Cmnd

Table 10-20: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance ¹	Original Amortization Period ²	Amounts for Fiscal Year Beginning 7/1/2023		
				Outstanding UAL Balance ³	Remaining Amortization Period ²	Annual Amortization Payment
Initial	12/31/2015	\$ 5,087,729	23	\$ 5,111,800	17	\$ 414,540
(Gain)/Loss	12/31/2016	95,500	22	106,537	17	8,640
(Gain)/Loss	12/31/2017	84,518	21	93,661	17	7,596
(Gain)/Loss	12/31/2018	237,537	20	262,071	17	21,252
(Gain)/Loss	12/31/2019	(151,223)	19	(165,559)	17	(13,428)
Assumption	12/31/2019	270,155	19	263,934	17	21,408
Experience	12/31/2020	89,847	18	98,995	17	8,028
Experience	12/31/2021	208,058	17	230,282	17	18,672
Total				\$ 6,001,721		\$ 486,708

¹ For each type of UAL (layer), this is the original balance as of the date the layer was established.

² According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

³ This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2021 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2021 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.



Division 21 - P S Cmd B

Table 10-21: Layered Amortization Schedule

Type of UAL	Date Established	Original Balance ¹	Original Amortization Period ²	Amounts for Fiscal Year Beginning 7/1/2023		
				Outstanding UAL Balance ³	Remaining Amortization Period ²	Annual Amortization Payment
(Gain)/Loss	12/31/2016	\$ (2,110)	10	\$ (1,533)	5	\$ (348)
(Gain)/Loss	12/31/2017	10,507	10	8,685	6	1,644
(Gain)/Loss	12/31/2018	36,926	10	33,680	7	5,568
(Gain)/Loss	12/31/2019	26,755	10	26,252	8	3,864
Assumption	12/31/2019	30,620	10	28,995	8	4,272
Experience	12/31/2020	6,750	10	7,090	9	948
Experience	12/31/2021	(43,922)	10	(48,614)	10	(5,928)
Total				\$ 54,555		\$ 10,020

¹ For each type of UAL (layer), this is the original balance as of the date the layer was established.

² According to the MERS amortization policy, each type of UAL (layer) is amortized over a specific period (see Appendix on MERS website).

³ This is the remaining balance as of the valuation date, projected to the beginning of the fiscal year shown above.

The unfunded accrued liability (UAL) as of December 31, 2021 (see Table 6) is projected to the beginning of the fiscal year for which the contributions are being calculated. This allows the 2021 valuation to take into account the expected future contributions that are based on past valuations. Each type of UAL (layer) is amortized over the appropriate period. Please see the Appendix on the MERS website for a detailed description of the amortization policy.

Note: The original balance and original amortization periods prior to 12/31/2018 were received from the prior actuary.

GASB Statement No. 68 Information

The following information has been prepared to provide some of the information necessary to complete GASB Statement No. 68 disclosures. GASB Statement No. 68 is effective for fiscal years beginning after June 15, 2014. Additional resources, including an Implementation Guide, are available at <http://www.mersofmich.com/>.

Actuarial Valuation Date:	12/31/2021
Measurement Date of the Total Pension Liability (TPL):	12/31/2021
At 12/31/2021, the following employees were covered by the benefit terms:	
Inactive employees or beneficiaries currently receiving benefits:	52
Inactive employees entitled to but not yet receiving benefits (including refunds):	4
Active employees:	<u>16</u>
	72
Total Pension Liability as of 12/31/2020 measurement date:	\$ 26,339,239
Total Pension Liability as of 12/31/2021 measurement date:	\$ 27,885,415
Service Cost for the year ending on the 12/31/2021 measurement date:	\$ 211,409
Change in the Total Pension Liability due to:	
- Benefit changes ¹ :	\$ 0
- Differences between expected and actual experience ² :	\$ 465,316
- Changes in assumptions ² :	\$ 902,856
Average expected remaining service lives of all employees (active and inactive):	2

¹ A change in liability due to benefit changes is immediately recognized when calculating pension expense for the year.

² Changes in liability due to differences between actual and expected experience, and changes in assumptions, are recognized in pension expense over the average remaining service lives of all employees.

Covered employee payroll (Needed for Required Supplementary Information):	\$ 1,560,956
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Note: Covered employee payroll may differ from the GASB Statement No. 68 definition.

Sensitivity of the Net Pension Liability to changes in the discount rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Change in Net Pension Liability as of 12/31/2021:	\$ 2,885,577	\$ 0	\$ (2,452,290)

Note: The current discount rate shown for GASB Statement No. 68 purposes is higher than the MERS assumed rate of return. This is because for GASB Statement No. 68 purposes, the discount rate must be gross of administrative expenses, whereas for funding purposes it is net of administrative expenses.



Benefit Provision History

The following benefit provision history is provided by MERS. Any corrections to this history or discrepancies between this information and information displayed elsewhere in the valuation report should be reported to MERS. All provisions are listed by date of adoption.

01 - Non Unio

1/1/2021	Workers Compensation - Service Granted
1/1/2021	Service Credit Qualification - 80 hours
1/1/2021	Custom Wages
12/1/2020	Non-Accelerated Amortization
12/31/2018	Accelerated to 5-year Amortization
12/1/2016	Service Credit Purchase Estimates - No
7/1/2009	Member Contribution Rate 6.00%
7/15/2000	Temporary 24 Years & Out (07/15/2000 - 10/15/2000)
1/1/2000	Benefit B-4 (80% max)
7/1/1998	DC Adoption Date 07-01-1998
7/1/1997	Member Contribution Rate 5.00%
6/3/1997	Benefit B-3 (80% max)
3/28/1997	2.66% Multiplier (80% max)
7/1/1996	Member Contribution Rate 4.00%
6/30/1996	Member Contribution Rate 0.00%
1/1/1996	Member Contribution Rate 3.00%
1/1/1993	Flexible E 2% COLA Adopted (01/01/1993)
1/1/1992	Flexible E 2% COLA Adopted (01/01/1992)
11/1/1991	Temporary Benefit B-4 (80% max) (11/01/1991 - 02/03/1992)
1/1/1991	Flexible E 2% COLA Adopted (01/01/1991)
1/1/1990	Flexible E 2% COLA Adopted (01/01/1990)
1/1/1989	Flexible E 2% COLA Adopted (01/01/1989)
1/1/1988	Flexible E 2% COLA Adopted (01/01/1988)
7/1/1987	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/1987	Benefit B-3 (80% max)
7/1/1987	Benefit F50 (With 25 Years of Service)
1/1/1987	Flexible E 2% COLA Adopted (01/01/1987)
7/1/1985	Benefit C-2/Base B-1
1/1/1985	Flexible E 2% COLA Adopted (01/01/1985)
1/1/1984	Flexible E 2% COLA Adopted (01/01/1984)
7/1/1983	Benefit F55 (With 15 Years of Service)
1/1/1983	Flexible E 2% COLA Adopted (01/01/1983)
1/1/1979	Member Contribution Rate 0.00%
4/1/1975	Exclude Temporary Employees
7/1/1966	Benefit C-1 (Old)
2/16/1965	Covered by Act 88
2/1/1947	10 Year Vesting
2/1/1947	Defined Benefit Normal Retirement Age - 60
2/1/1947	Benefit C (Old)
2/1/1947	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
2/1/1947	Member Contribution Rate 3.00% Under \$4,200.00 - Then 5.00%
2/1/1947	Benefit FAC-5 (5 Year Final Average Compensation)



01 - Non Unio

2.25% Multiplier (no max)
Fiscal Month - July

02 - Pbl Sfty

1/1/2021	Public Safety Employees - Yes
1/1/2021	Workers Compensation - Service Granted
1/1/2021	Service Credit Qualification - 80 hours
1/1/2021	Custom Wages
1/1/2019	Non-Accelerated Amortization
1/1/2019	DC Adoption Date 01-01-2019
12/1/2016	Service Credit Purchase Estimates - No
7/1/2015	Day of work defined as 8 Days a Day for All employees.
7/1/2005	Member Contribution Rate 5.00%
7/1/2004	Member Contribution Rate 4.00%
7/1/2003	Member Contribution Rate 3.00%
7/1/2002	Member Contribution Rate 2.00%
7/1/2001	Benefit B-4 (80% max)
7/1/2001	Benefit F50 (With 25 Years of Service)
7/1/2001	Member Contribution Rate 1.00%
6/3/1997	Benefit B-3 (80% max)
3/28/1997	2.66% Multiplier (80% max)
1/1/1994	Flexible E 2% COLA Adopted (01/01/1994)
1/1/1993	Flexible E 2% COLA Adopted (01/01/1993)
1/1/1992	Flexible E 2% COLA Adopted (01/01/1992)
1/1/1991	Flexible E 2% COLA Adopted (01/01/1991)
7/1/1990	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/1990	Benefit B-3 (80% max)
1/1/1990	Flexible E 2% COLA Adopted (01/01/1990)
1/1/1989	Flexible E 2% COLA Adopted (01/01/1989)
1/1/1988	Flexible E 2% COLA Adopted (01/01/1988)
1/1/1987	Flexible E 2% COLA Adopted (01/01/1987)
1/1/1985	Member Contribution Rate 0.00%
1/1/1985	Flexible E 2% COLA Adopted (01/01/1985)
1/1/1984	Flexible E 2% COLA Adopted (01/01/1984)
1/1/1983	Flexible E 2% COLA Adopted (01/01/1983)
1/1/1977	Benefit F55 (With 25 Years of Service)
4/1/1975	Exclude Temporary Employees
7/1/1966	Benefit B-1
2/16/1965	Covered by Act 88
2/1/1947	Benefit FAC-5 (5 Year Final Average Compensation)
2/1/1947	10 Year Vesting
2/1/1947	Benefit B
2/1/1947	Member Contribution Rate 5.00%
	Defined Benefit Normal Retirement Age - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
	Fiscal Month - July

10 - Gnrl DPW

1/1/2021	Workers Compensation - Service Granted
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10 - Gnrl DPW

1/1/2021	Service Credit Qualification - 80 hours
1/1/2021	Custom Wages
12/1/2020	Non-Accelerated Amortization
12/31/2018	Accelerated to 5-year Amortization
12/1/2016	Service Credit Purchase Estimates - No
7/1/2010	Member Contribution Rate 6.00%
7/1/2005	Benefit B-4 (80% max)
7/1/1998	DC Adoption Date 07-01-1998
7/1/1997	Member Contribution Rate 5.00%
7/1/1996	Member Contribution Rate 4.00%
6/30/1996	Member Contribution Rate 0.00%
1/1/1996	Member Contribution Rate 3.00%
1/1/1992	Flexible E 2% COLA Adopted (01/01/1992)
11/1/1991	Temporary Benefit B-4 (80% max) (11/01/1991 - 02/03/1992)
1/1/1991	Flexible E 2% COLA Adopted (01/01/1991)
7/1/1990	Benefit B-3 (80% max)
1/1/1990	Flexible E 2% COLA Adopted (01/01/1990)
1/1/1989	Flexible E 2% COLA Adopted (01/01/1989)
1/1/1988	Flexible E 2% COLA Adopted (01/01/1988)
1/1/1987	Flexible E 2% COLA Adopted (01/01/1987)
7/1/1986	Benefit F50 (With 25 Years of Service)
7/1/1986	Benefit F55 (With 15 Years of Service)
7/1/1986	Member Contribution Rate 0.00%
1/1/1985	Flexible E 2% COLA Adopted (01/01/1985)
1/1/1984	Flexible E 2% COLA Adopted (01/01/1984)
1/1/1983	Flexible E 2% COLA Adopted (01/01/1983)
1/1/1979	Benefit FAC-5 (5 Year Final Average Compensation)
1/1/1979	10 Year Vesting
4/1/1975	Exclude Temporary Employees
2/16/1965	Covered by Act 88
	Defined Benefit Normal Retirement Age - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
	Fiscal Month - July

20 - P S Cmnd

1/1/2021	Public Safety Employees - Yes
1/1/2021	Workers Compensation - Service Granted
1/1/2021	Service Credit Qualification - 80 hours
1/1/2021	Custom Wages
5/1/2020	Non Standard Compensation Definition
1/1/2019	Non-Accelerated Amortization
1/1/2019	DC Adoption Date 01-01-2019
12/1/2016	Service Credit Purchase Estimates - No
1/1/2012	E1 2% Comp COLA for past retirees (12/31/2011)
1/1/2011	E 2% COLA Adopted (01/01/2011)
1/1/2010	Flexible E 2% COLA Adopted (01/01/2010)
1/1/2006	E 2% COLA Adopted (01/01/2006)
1/1/2005	E 2% COLA Adopted (01/01/2005)
1/1/2004	E 2% COLA Adopted (01/01/2004)



20 - P S Cmd

1/1/2003	E 2% COLA Adopted (01/01/2003)
1/1/2002	E 2% COLA Adopted (01/01/2002)
1/1/2001	Temporary 25 Years & Out (01/01/2001 - 04/01/2001)
1/1/2001	E 2% COLA Adopted (01/01/2001)
1/1/2001	E2 2.5% Window COLA for future retirees (04/01/2001) to (04/01/2001)
1/1/2000	E 2% COLA Adopted (01/01/2000)
1/1/1999	Flexible E 2% COLA Adopted (01/01/1999)
1/1/1998	Flexible E 2% COLA Adopted (01/01/1998)
6/3/1997	Benefit B-4 (80% max)
3/28/1997	2.66% Multiplier (80% max)
1/1/1997	E 2% COLA Adopted (01/01/1997)
1/1/1996	E 2% COLA Adopted (01/01/1996)
1/1/1995	Benefit B-4 (80% max)
1/1/1995	Benefit F50 (With 25 Years of Service)
1/1/1995	Member Contribution Rate 5.00%
1/1/1995	E 2% COLA Adopted (01/01/1995)
1/1/1994	E 2% COLA Adopted (01/01/1994)
11/24/1993	Temporary 2.5% Multiplier (no max) (11/24/1993 - 02/03/1994)
1/1/1993	E 2% COLA Adopted (01/01/1993)
1/1/1992	E 2% COLA Adopted (01/01/1992)
1/1/1991	E 2% COLA Adopted (01/01/1991)
1/1/1990	E 2% COLA Adopted (01/01/1990)
7/1/1989	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/1989	2.25% Multiplier (no max)
1/1/1989	E 2% COLA Adopted (01/01/1989)
1/1/1988	E 2% COLA Adopted (01/01/1988)
1/1/1987	E 2% COLA Adopted (01/01/1987)
1/1/1985	Member Contribution Rate 0.00%
1/1/1985	E 2% COLA Adopted (01/01/1985)
7/1/1984	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1984	10 Year Vesting
7/1/1984	Benefit B-2
7/1/1984	Benefit F55 (With 25 Years of Service)
1/1/1984	E 2% COLA Adopted (01/01/1984)
1/1/1983	E 2% COLA Adopted (01/01/1983)
4/1/1975	Exclude Temporary Employees
2/16/1965	Covered by Act 88
	Defined Benefit Normal Retirement Age - 60
	Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
	Fiscal Month - July

21 - P S Cmd B

12/1/2020	Non-Accelerated Amortization
12/31/2018	Accelerated to 5-year Amortization
12/1/2016	Service Credit Purchase Estimates - No
1/1/2001	25 Years & Out
1/1/2001	Benefit FAC-3 (3 Year Final Average Compensation)
1/1/2001	10 Year Vesting
1/1/2001	Benefit B-4 (80% max)



21 - P S Cmd B

1/1/2001
2/16/1965

Member Contribution Rate 5.00%
Covered by Act 88
Defined Benefit Normal Retirement Age - 60
Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years
Fiscal Month - July

S1 - Surplus Unassociated

Fiscal Month - July



Plan Provisions, Actuarial Assumptions, and Actuarial Funding Method

Details on MERS plan provisions, actuarial assumptions, and actuarial methodology can be found in the Appendix. Some actuarial assumptions are specific to this municipality and its divisions. These are listed below.

Increase in Final Average Compensation

Division	FAC Increase Assumption
All Divisions	3.00%

Miscellaneous and Technical Assumptions

Loads – None.

Amortization Policy for Closed Not Linked Divisions: The default funding policy for closed not linked divisions, including open divisions with zero active members, is to follow a non-accelerated amortization, where each closed period decreases by one year each year until the period is exhausted. In select instances, closed not linked division(s) may follow an accelerated amortization policy.

Risk Commentary

Determination of the accrued liability, the employer contribution, and the funded ratio requires the use of assumptions regarding future economic and demographic experience. Risk measures, as illustrated in this report, are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability, the actuarially determined contribution and the funded ratio that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the plan's future financial condition include:

- **Investment Risk** – actual investment returns may differ from the expected returns;
- **Asset/Liability Mismatch** – changes in asset values may not match changes in liabilities, thereby altering the gap between the accrued liability and assets and consequently altering the funded status and contribution requirements;
- **Salary and Payroll Risk** – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
- **Longevity Risk** – members may live longer or shorter than expected and receive pensions for a period of time other than assumed; and
- **Other Demographic Risks** – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example, if the investment return since the most recent actuarial valuation is less (or more) than the assumed rate, the cost of the plan can be expected to increase (or decrease). Likewise, if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

PLAN MATURITY MEASURES

Risks facing a pension plan evolve over time. A young plan with virtually no investments and paying few benefits may experience little investment risk. An older plan with a large number of members in pay status and a significant trust may be much more exposed to investment risk. Generally accepted plan maturity measures include the following:

	<u>12/31/2021</u>	<u>12/31/2020</u>	<u>12/31/2019</u>	<u>12/31/2018</u>
1. Ratio of the market value of assets to total payroll	12.9	10.9	9.4	7.3
2. Ratio of actuarial accrued liability to payroll	18.3	16.4	15.5	13.0
3. Ratio of actives to retirees and beneficiaries	0.3	0.4	0.4	0.4
4. Ratio of market value of assets to benefit payments	10.2	9.2	8.8	7.7
5. Ratio of net cash flow to market value of assets (boy)	-1.1%	-1.2%	-1.0%	-2.1%

RATIO OF MARKET VALUE OF ASSETS TO TOTAL PAYROLL

The relationship between assets and payroll is a useful indicator of the potential volatility of contributions. For example, if the market value of assets is 2.0 times the payroll, a return on assets 5% different than assumed would equal 10% of payroll. A higher (lower) or increasing (decreasing) level of this maturity measure generally indicates a higher (lower) or increasing (decreasing) volatility in plan sponsor contributions as a percentage of payroll.

RATIO OF ACTUARIAL ACCRUED LIABILITY TO PAYROLL

The relationship between actuarial accrued liability and payroll is a useful indicator of the potential volatility of contributions for a fully funded plan. A funding policy that targets a funded ratio of 100% is expected to result in the ratio of assets to payroll and the ratio of liability to payroll converging over time.

RATIO OF ACTIVES TO RETIREES AND BENEFICIARIES

A young plan with many active members and few retirees will have a high ratio of actives to retirees. A mature open plan may have close to the same number of actives to retirees resulting in a ratio near 1.0. A super-mature or closed plan may have significantly more retirees than actives resulting in a ratio below 1.0.

RATIO OF MARKET VALUE OF ASSETS TO BENEFIT PAYMENTS

The MERS' Actuarial Policy requires a total minimum contribution equal to the excess (if any) of three times the expected annual benefit payments over the projected market value of assets as of the participating municipality or court's Fiscal Year for which the contribution applies. The ratio of market value of assets to benefit payments as of the valuation date provides an indication of whether the division is at risk for triggering the minimum contribution rule in the near term. If the division triggers this minimum contribution rule, the required employer contributions could increase dramatically relative to previous valuations.

RATIO OF NET CASH FLOW TO MARKET VALUE OF ASSETS

A positive net cash flow means contributions exceed benefits and expenses. A negative cash flow means existing funds are being used to make payments. A certain amount of negative net cash flow is generally expected to occur when benefits are prefunded through a qualified trust. Large negative net cash flows as a percent of assets may indicate a super-mature plan or a need for additional contributions.



State Reporting

The following information has been prepared to provide some of the information necessary to complete the Public Act 202 pension reporting requirements for the State of Michigan's Local Government Retirement System Annual Report (Form No. 5572). Additional resources are available at www.mersofmich.com and on the State [website](#).

Form 5572		
Line Reference	Description	Result
10	Membership as of December 31, 2021	
11	Indicate number of active members	16
12	Indicate number of inactive members (excluding pending refunds)	2
13	Indicate number of retirees and beneficiaries	52
14	Investment Performance for Calendar Year Ending December 31, 2021 ¹	
15	Enter actual rate of return - prior 1-year period	14.13%
16	Enter actual rate of return - prior 5-year period	9.96%
17	Enter actual rate of return - prior 10-year period	9.11%
18	Actuarial Assumptions	
19	Actuarial assumed rate of investment return ²	7.00%
20	Amortization method utilized for funding the system's unfunded actuarial accrued liability, if any	Level Percent
21	Amortization period utilized for funding the system's unfunded actuarial accrued liability, if any ³	17
22	Is each division within the system closed to new employees? ⁴	Yes
23	Uniform Assumptions	
24	Enter retirement pension system's actuarial value of assets using uniform assumptions	\$18,645,079
25	Enter retirement pension system's actuarial accrued liabilities using uniform assumptions ⁵	\$28,982,164
27	Actuarially Determined Contribution (ADC) using uniform assumptions, Fiscal Year Ending June 30, 2022	\$1,249,836

- ¹ The Municipal Employees' Retirement System's investment performance has been provided to GRS from MERS Investment Staff and is included here for reporting purposes. The investment performance figures reported are net of investment expenses on a rolling calendar year basis for the previous 1-, 5-, and 10-year periods as required under PA 530.
- ² Net of administrative and investment expenses.
- ³ Populated with the longest amortization period remaining in the amortization schedule, across all divisions in the plan. This is when each division and the plan in total is expected to reach 100% funded if all assumptions are met.
- ⁴ If all divisions within the employer are closed, "yes." If at least one division is open (including shadow divisions), "no."
- ⁵ Line 25 actuarial accrued liability is determined under PA 202 uniform assumptions which differ from the valuation assumptions. In particular, the assumed rate of return for PA 202 purposes is 6.85%.



Agenda #3

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Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

MEMORANDUM

TO: Huntington Woods City Commission

CC: Carol Rosati, City Attorney

FROM: Joellen Shortley, Assistant City Attorney

DATE: June 30, 2022

SUBJECT: Wide Open West ("WOW") Uniform Video Service Local Franchise Agreement Renewal ("Video Franchise Agreement")

In a letter dated June 23, 2022, WOW requested the City approve a renewal of its Video Franchise Agreement. The City entered into a Video Franchise Agreement with WOW in June of 2012, which is about to expire. Video Franchise Agreements are standard form agreements approved by the Michigan Public Services Commission pursuant to the Uniform Video Services Local Franchise Act, Public Act 480 of 2006, MCL 484.3301 *et seq.*, ("Act 480").

Under Act 480, the agreements remain in effect for a period of 10 years and may be renewed for an additional ten years at the request of the video provider. MCL 3302(7). The standard form agreements leave little discretion for a municipality. The City is required under Act 480 to approve a fully completed franchise agreement within 30 days of the date it receives the franchise agreement from a video service provider. If the municipality does not notify a provider that its agreement is incomplete, or fails to approve an agreement within 30 days, the agreement is considered complete and approved. MCL 484.3303(3)

A video service provider is required to pay an annual video service fee. MCL 484.3306(1). At the expiration of an existing franchise agreement, the fee percentage that may be charged by a municipality for granting a franchise may not exceed 5% of gross revenue received by the provider. MCL 484.3306(1)(b). A municipality is prohibited from demanding an additional fee. MCL 484.3306(3). In addition to the franchise fee, a video provider is required to pay for the support of cost of public, educational and government

access facilities ("PEG ") access fees, which may not exceed 2 percent of gross revenues of the provider.

The current agreement contains a 5% franchise fee and a 1% PEG fee. You are not permitted to increase the PEG fee; however it may continue at 1%. If the City would like to continue charging a franchise fee of 5%, that should be indicated by filling in Section VI.A.ii of the agreement.

The agreement requires a description of the video service footprint. The 2012 agreement included a map of the city with the locations of the WOW footprint noted. If WOW did not provide a new map, I recommend you ask for verification that there have not been any changes, or that they provide a new map if they have made changes to their footprint.

Since we have not identified any basis to deny this agreement for being incomplete under Act 480, we recommend approval of the agreement during the July 5, 2022, City Council meeting to keep within the required 30-day time frame for approval.

To follow those recommendations, your motion could be as follows:

Motion to approve the Wide Open West Uniform Video Service Local Franchise Agreement Renewal with a 5% Franchise fee and a 1% PEG fee, for a 10-year term.



32650 North Avis Dr.
Madison Heights, MI 48071

June 23, 2022

Bob Paul
Huntington Woods- Mayor
26815 Scotia
Huntington Woods, MI 48070

RE: WideOpenWest Michigan, LLC; Active Uniform Video Service Local Franchise Agreement Expiring Soon

Dear Mr Paul,

We enclose for filing WideOpenWest Michigan, LLC renewal of the Uniform Video Service Local Franchise Agreement. If you have any questions with regard to the renewal or require any further information, please feel free to contact the undersigned.

I have listed the section of the Agreement that requires the Board's action and affixed a "sign here" tab at each section.

Section VI. Fees, (Franchise fees)

Section VIII. PEG Fees (Public, Education & Governmental access fees)

Page 9 of the Agreement and page 2 of Attachment 1 are signature pages. On page 9, *Date submitted* is the date you received the Agreement from WOW! and *Date completed* and *approved* is the date of the Board's action.

Please keep one copy of the Franchise agreements as the Cities original. Then send one of the completed Agreements to my attention in the enclosed envelope as soon as it's complete.

Regards,

A handwritten signature in black ink, appearing to read "TPR", is written over a horizontal line.

Terrell Priester
Senior Director of Operations
terrell.priester@wowinc.com
Phone (248) 677-9080

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
 3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
 - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
 - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
 - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
 - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
 - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
 - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
 - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 241-2400

Questions should be directed to the Service Quality Division, Michigan Public Service Commission at (517) 2416100.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Huntington Woods, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW Internet Cable Phone.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D.** The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E.** The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F.** The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G.** Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A.** The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B.** The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C.** The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D.** The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E.** The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F.** The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G.** The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising

Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

- ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the

Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the

audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:

(must provide street address)

If to the Provider:

(must provide street address)

City of Huntington Woods:

City of Huntington Woods

26815 Scotia

Huntington Woods, MI 48070

Attn: Bob Paul

Fax No.:

WideOpenWest Michigan, LLC

32650 North Avis Dr.

Madison Heights, MI 48071

Attn: Terrell Priester

Fax No.: 248-677-9021

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

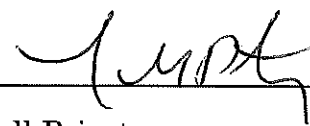
- A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.
City of Huntington Woods, a Michigan Municipal Corporation

WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW! Cable Internet Phone

By
Bob Paul
Print Name
Mayor
Title
26815 Scotia
Address
Huntington Woods, MI 48070
City, State, Zip
248-541-4300
Phone

Fax
bpaul.org


By
Terrell Priester
Print Name
Senior Director of Operations
Title
32650 North Avis Dr.
Address
Madison Heights, MI 48071
City, State, Zip
248-677-9080
Phone
248-677-9021
Fax
terrell.priester@wowinc.com
Email

FRANCHISE AGREEMENT (*Franchising Entity to Complete*)

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: June 21, 2022		
Applicant's Name: WideOpenWest Michigan, LLC d/b/a WOW! Internet Cable Phone		
Address 1: 32650 North Avis Dr.		
Address 2:		Phone: 248-677-9080
City: Madison Heights	State: MI	Zip: 48071
Federal I.D. No. (FEIN): 04-3561701		

Company executive officers:

Name(s): Teresa Elder, Henry Hryckiewicz, Shannon Campaign, Don Schena, Bill Case, David Burnick & John Rego
Title(s): CEO,CTO, CCO, CXO, CIO,CHRO & CFO

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Terrell Priester		
Title: Senior Director of Operations		
Address: 32650 North Avis Dr.; Madison Heights, MI 48071		
Phone: 248-677-9080	Fax: 248-677-9021	Email: terrell.priester@wowinc.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Refer to the set of area system prints provided in this package.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

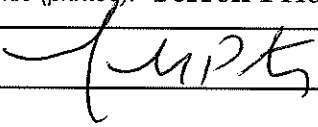
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Terrell Priester, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Terrell Priester, Senior Director of Operations	
Signature: 	Date: 6/23/22

(Franchising Entity)

City of Huntington Woods, a Michigan municipal corporation

By
Bob Paul
Print Name
Mayor
Title
26815 Scotia
Address
Huntington Woods, MI 48070
City, State, Zip
248-541-4300
Phone
Fax
bpaul.org
Email
Date

ATTACHMENT 3

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Form must be typed)

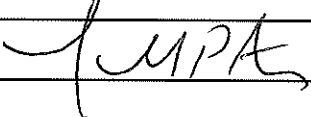
THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is considered completed and approved on this date July 21, 2022, pursuant to 2006 PA 480, Section 3(3) between **City of Huntington Woods**, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Michigan, LLC, a Delaware corporation doing business as WOW! Internet Cable Phone.

Pursuant to Section 3(3) of the Act, "A Franchising Entity shall have 30 days after the submission date of a complete franchise agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the franchise agreement or approve the franchise agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the franchise agreement approved."

The Uniform Video Service Local Franchise Agreement was first filed on June 21, 2022, and has exceeded the 30 day submission date (pursuant to Section 3(3) of the Act) on July 21, 2022. Attachment 3 is being sent as a notification of a Franchise Agreement that is considered completed and approved to both City of Huntington woods, a Michigan municipal corporation (the "Franchising Entity"), as well as the **Michigan Public Service Commission**.

(Provider)

I, Terrell Priester, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Terrell Priester, Senior Director of Operations	
Signature: 	Date: 6/23/22



Agenda #4

Manager's Memo

To: Honorable Mayor and City Commission; Carol Rosati, City Attorney;
Hank Berry, Zoning Administrator

From: Chris D. Wilson, City Manager

Date: June 3, 2022

Subject: City of Huntington Woods Solar Ordinance.

As the Commission is aware, the Environmental Sustainability Advisory Committee (ESAC) has been working, in conjunction with the Planning Commission, on revisions to the City's Solar Ordinance. The Solar Ordinance can be found in Chapter 40, Section 9.03 of the Zoning Code.

This matter has been under review by the ESAC for quite some time. It came before the Commission in 2021 for review and discussion. Upon my arrival I reviewed the work done on the ordinance to date and reviewed the feedback from the City Commission. In recent meetings with the ESAC was able to propose modifications that met, in my belief, the concerns expressed by the City Commission to previous versions of the revised ordinance.

Specifically, the ESAC was agreeable to language change that would allow by right solar panels to be installed on residential property in the rear yard or side yard of existing structures. Front yard solar installations would require a variance approval by the Zoning Board of Appeals (ZBA). As a non-use variance, applicants seeking to have solar panels, as defined in the ordinance, would need to establish a practical difficulty that would prevent the installation and use of these devices on other parts of the property.

The revised language has been reviewed by our law firm. I believe that as drafted this ordinance streamlines the approval process for our residents while addressing the City Commissions concerns and improves and updates our

definitions and terms. Accordingly, I would recommend proceeding with the following schedule:

Public Hearing:	June 7, 2022
First Reading:	June 7, 2022
Second Reading and Adoption:	July 5, 2022.

RECOMMENDATION: *...be it so resolved that the City Commission for the City of Huntington Woods sets a Public Hearing for Tuesday, June 7, 2022 for the purpose of taking comments on proposed changes to Chapter 40, Section 9.03 of the Municipal Code; Solar Structures and Easements.*

**CITY OF HUNTINGTON WOODS
OAKLAND COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 40, ZONING, ARTICLE 9, SUSTAINABLE DESIGN AND ENVIRONMENTAL STANDARDS, TO REPLACE IN ITS ENTIRETY SECTION 9.03, SOLAR STRUCTURES AND EASEMENTS; AND TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF.

THE CITY OF HUNTINGTON WOODS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

Chapter 40, Zoning, Article 9, Sustainable Design and Environmental Standards, Section 9.03, Solar Structures and Easements, is hereby replaced in its entirety to read as follows:

Section 9.03 - Solar Structures and Easements

- A. Purpose and Intent. It is the general purpose and intent of the City to balance the need for clean, renewable and abundant energy resources that may reduce dependence upon scarce and nonrenewable fossil fuels, with the necessity to protect the public health, safety and welfare of the City, as well as to preserve the integrity, character, property values and aesthetic quality of the community at large.

- B. Definitions.

Building-integrated solar energy device: A solar energy device that integrates solar panels into the building envelope, where the solar panels themselves act as a building material such as roof shingles.

Façade mounted solar energy device: A solar energy device where an array is affixed to the side of a building.

Ground mounted solar energy device: A solar energy device where an array is mounted onto the ground.

Roof mounted solar energy device: A solar energy device that is mounted on a roof. Roof mounted solar energy devices shall include roof mounted building-integrated solar energy devices.

Solar energy device: A system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generational energy. The term includes a mechanical or chemical device that has the ability to store solar-generating energy for use in heating or cooling in the production of power.

C. Standards

- (1) Solar energy devices are permitted in all zoning districts.
- (2) Solar energy devices shall be permitted on principal and accessory buildings in accordance with applicable zoning regulations.
- (3) Roof mounted solar energy devices shall not project vertically above the peak of the roof to which it is attached, or project vertically more than three (3) feet above a flat roof installation.
- (4) Roof mounted solar energy devices shall be located on a rear or side facing roof, which does not front any street.
- (5) Frames shall be the same color as the collector surface. All panels shall have an anti-reflective coating.
- (6) A setback from all roof edges as defined by the 2012 International Fire Code or any code adopted thereafter, shall be provided to ensure that firefighters may access the roof in a quick and safe manner and may penetrate the roof to create ventilation if necessary.
- (7) Ground mounted solar energy devices shall be prohibited.
- (8) Façade-mounted solar energy devices shall be prohibited.
- (9) Solar energy devices in historic districts are subject to Historic District Commission review.
- (10) Solar storage batteries. When solar storage batteries are included as part of the solar energy system, they must be placed in a secure container or enclosure when in use, and when no longer used shall be disposed of in accordance with applicable laws and regulations.
- (11) Installation and Maintenance: Solar energy systems shall be installed, maintained and used only in accordance with the manufacturer's specifications. The installation manuals and specifications must be submitted with the permit application. The installation of solar energy systems shall comply with the Building code, the Electrical Code and any other applicable federal, state and local codes and all requirements of the Federal Aviation Administration. Installation of a solar energy system shall not commence until all necessary permits have been issued. Building rails must be inspected before panels are installed.

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this Ordinance are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3 of Ordinance. Severability.

Should any section, subdivision, clause, or phrase of this Ordinance be declared by the courts to be invalid, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated.

Section 4 of Ordinance. Savings.

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

Section 5 of Ordinance. Effective Date.

This Ordinance shall be effective on the 8th day after publication, or a later date as provided in the Michigan Zoning Enabling Act for when a petition for voter referendum on this ordinance and/or a notice of intent to submit such a petition is timely filed with the City Clerk

Section 6 of Ordinance. Enactment.

This Ordinance is declared to have been enacted by the City Commission of the City of Huntington Woods at a meeting called and held on the ____ day of _____, 2022, and ordered to be given publication in the manner prescribed by law.

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Huntington Woods, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Commission of the City of Huntington Woods at a meeting held on the ____ day of _____, 2022, the original of which is on file in my office.

HEIDI BARCKHOLTZ, City Clerk
City of Huntington Woods

**CITY OF HUNTINGTON WOODS
OAKLAND COUNTY, MICHIGAN**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 40, ZONING, ARTICLE 9, SUSTAINABLE DESIGN AND ENVIRONMENTAL STANDARDS, TO REPLACE IN ITS ENTIRETY SECTION 9.03, SOLAR STRUCTURES AND EASEMENTS; AND TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF.

THE CITY OF HUNTINGTON WOODS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

Chapter 40, Zoning, Article 9, Sustainable Design and Environmental Standards, Section 9.03, Solar Structures and Easements, is hereby replaced in its entirety to read as follows:

Section 9.03 - Solar Structures and Easements

- ~~A. Active and passive accessory roof mounted *solar* energy devices, systems or structures shall be permitted in all zoning classifications by right, subject to site plan review in accordance with Article 7.~~
- ~~B. Separate, non-integrated, flush-mounted *solar* panels shall be located on a rear or side-facing roof, which do not front any street, unless such installation is proven to be ineffective or impractical as determined by the Planning Commission. Such system shall not project vertically above the peak of the roof to which it is attached, or project vertically more than three (3) feet above a flat roof installation.~~
- ~~C. Integrated flush-mounted *solar* panels installed on a building or structure with a sloped roof surface shall not project vertically above the peak of the roof.~~
- ~~D. Ground-mounted *solar* systems are not permitted.~~

A. Purpose and Intent. It is the general purpose and intent of the City to balance the need for clean, renewable and abundant energy resources that may reduce dependence upon scarce and nonrenewable fossil fuels, with the necessity to protect the public health, safety and welfare of the City, as well as to preserve the integrity, character, property values and aesthetic quality of the community at large.

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C. Standards

- (1) Solar energy devices are permitted in all zoning districts.
- (2) Solar energy devices shall be permitted on principal and accessory buildings in accordance with applicable zoning regulations.
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- (4) Roof mounted solar energy devices shall be located on a rear or side facing roof, which does not front any street.
- (5) Frames shall be the same color as the collector surface. All panels shall have an anti-reflective coating.
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This Ordinance is declared to have been enacted by the City Commission of the City of Huntington Woods at a meeting called and held on the ____ day of _____, 2022, and ordered to be given publication in the manner prescribed by law.

Ayes:

Nays:

Abstentions:

Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Huntington Woods, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Commission of the City of Huntington Woods at a meeting held on the ____ day of _____, 2022, the original of which is on file in my office.

HEIDI BARCKHOLTZ, City Clerk
City of Huntington Woods