

Regular Meeting of the City Commission
Tuesday, June 7, 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 May 17, 2022
2. Approval of Warrant 389
3. Reports and Minutes
 - a. Planning Commission – March 28, 2022
 - b. Library Advisory Board – April 18, 2022
 - c. Environmental Sustainability Advisory Committee – April 21, 2022
 - d. Parks and Recreation Advisory Board – April 26, 2022

COMMUNICATIONS

1. Planning Commission Letter of Interest for the City Hall Campus Revitalization
2. Woods Gallery Found Object Art Exhibit
3. Detroit Zoological Society Sunset at the Zoo: Mission Possible Event
4. OLSHA notice of termination of the Community Action Alliance WRAP MOA.

COUNTY COMMISSIONER AND ELECTED OFFICIAL REMARKS

PROCLAMATION

1. Proclamation declaring June 2022 as LGBTQIA Pride Month

PUBLIC PARTICIPATION

PUBLIC HEARING

Matter of receiving public input on the proposed 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.

ITEMS OF BUSINESS

1. Resolution R- 2022: Matter of consideration to approve the City of Huntington Woods Park Usage Rules and Regulations.
2. Resolution R- 2022: Matter of consideration to approve the Fourth Quarter 2021-2022 Budget Amendments.
3. Resolution R- 2022: Matter of consideration to enter into a contractual agreement with Maner Costerisan, CPA, of Lansing, Michigan, to perform annual audits for the fiscal years ending 6/30/2022 to 6/30/2024 in the amount of \$83,400.
4. Resolution R- 2022: Matter of consideration to approve the Oakland County Renewal of Contract for Assessing Services with the City of Huntington Woods.
5. Resolution R- 2022: Matter of consideration to approve the Comcast Uniform Video Service Local Franchise Agreement Renewal. ("Video Franchise Agreement")
6. 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.
(First 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

May 17, 2022

7:30 p.m.

***Minutes will be emailed to the Commission June 6, 2022.**

They were not proofed at time of packet assembly.

Consent Agenda #2

AGENDA ITEM WARRANT #389

RESOLUTION

Moved by Commissioner _____ Supported by Commissioner _____ that the attached transfers and disbursements as listed on the Accounts Payable Distribution Report due by June 2nd, 2022 and paid between May 13th and June 2nd, 2022 on pages 1 through 7 in the amount of \$382,982.40 to be approved and paid, subject to full audit.

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 6 FLAGSTAR BANK - AP ACCT						
05/19/2022	6	43476	10951	AMAZON CAPITAL SERVICES INC	CITY HALL KITCHEN SUPPLIES STORAGE AND MOTHER'S DAY EVENT	70.51 220.19 <u>290.70</u>
05/19/2022	6	43477	00025	BEAR PACKAGING & SUPPLY, INC.	TRASH CAN LINERS	321.00
05/19/2022	6	43478	07754	BLUE CROSS BLUE SHIELD OF MICH	INSURANCE UNDER 65 INSURANCE UNDER 65 ACTIVE INSURANCE JUNE	2,273.26 10,323.38 53,533.85 <u>66,130.49</u>
05/19/2022	6	43479	00027	BLUE CROSS/BLUE SHIELD OF MICH	MEDICARE ADVANTAGE JUNE	11,262.57
05/19/2022	6	43480	MISC	BRICKWORKS PROP RESTORATION	BD Bond Refund	103.00
05/19/2022	6	43481	08779	BS & A SOFTWARE	BUILDING DEPARTMENT ONLINE CONVERSION	2,100.00
05/19/2022	6	43482	10949	CBIZ BENEFIT & INSURANCE SERVICES	OPEB DISCLOSURE FEES	1,500.00
05/19/2022	6	43483	07736	CINTAS CORPORATION #31	BUILDING SUPPLIES	73.65
05/19/2022	6	43484	11404	DANIEL MOORE	CAMP REFUND CLASS REFUND	340.00 266.00 <u>606.00</u>
05/19/2022	6	43485	00048	DTE ENERGY	ELECTRIC FOR LIBRARY ELECTRIC FOR MENS CLUB FIELD ELECTRIC FOR HUNTINGTON PARK ELECTRIC FOR WALES SPRINKLER ELECTRIC FOR CITY LOT ELECTRIC FOR POOL ELECTRIC FOR ALLIGATOR PARK ELECTRIC FOR LASALLE FOUNTAIN ELECTRIC FOR TRIANGLE PARK	59.56 25.11 59.08 14.76 347.15 1,342.50 15.27 15.15 18.75 <u>1,897.33</u>
05/19/2022	6	43486	11134	EASTON TELECOM SERVICES, LLC	ALARM LINES	77.39
05/19/2022	6	43487	MISC	ES CONSTRUCTION	BD Bond Refund	350.00
05/19/2022	6	43488	05298	ETHNIC ARTWORK INC.	LEAGUE T-SHIRTS	384.50
05/19/2022	6	43489	10950	DUAINE FRANKS LLC	BUILDING INSPECTIONS	1,000.00
05/19/2022	6	43490	11307	SCOTT GLOWINSKI	PLUMBING AND MECHANICAL INSPECTIONS	2,090.00
05/19/2022	6	43491	05194	GORDON FOOD SERVICE	TEEN COUNCIL BREAKFAST MEETING	104.17
05/19/2022	6	43492	10754	GREAT LAKES WATER AUTHORITY	IWC CHARGES	284.97
05/19/2022	6	43493	MISC	GREAT OAKS LANDSCAPE ASSOCIATES	BD Bond Refund	271.00
05/19/2022	6	43494	MISC	HOME EXTERIORS OF MICHIGAN	BD Bond Refund	108.00
05/19/2022	6	43495	10953	IDEAL ELECTRICAL INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	650.00
05/19/2022	6	43496	11405	IRENE ATTALI	CAMP DEPOSIT REFUND	200.00
05/19/2022	6	43497	10788	JAY'S SEPTIC TANK SERVICE	PORTA POTTY PORTA POTTY PORTA POTTY	140.00 140.00 270.00 <u>550.00</u>
05/19/2022	6	43498	07747	JIM PETERSON PLUMBING	FIX FOR DRAINING ISSUE	448.00
05/19/2022	6	43499	04943	JOE'S AUTO PARTS	AUTO PARTS	487.50
05/19/2022	6	43500	10057	KIESLER'S POLICE SUPPLY INC	DUTY AMMO	287.00
05/19/2022	6	43501	05374	LB OFFICE PRODUCTS	OFFICE SUPPLIES	33.72

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
OFFICE SUPPLIES						12.88
05/19/2022	6	43502	10167	MANGO LANGUAGES	LIBRARY LANGUAGE SUBSCRIPTION	815.90
05/19/2022	6	43503	05346	MICHIGAN GRAPHICS & AWARDS	NAME PLATES FOR PARKS ADVISORY	600.00
05/19/2022	6	43504	06146	MWRMA/BCP	ELECTRIC PROGRAM	4,098.25
05/19/2022	6	43505	10971	NATURAL COMMUNITY SERVICES	GARDEN BED EDGING, WEEDING, MULCH PRUNING AND EDGE BEDS MULCH	150.00 1,290.00 525.00 1,965.00
05/19/2022	6	43506	MISC	OAK ELECTRIC	BD Bond Refund	75.00
05/19/2022	6	43507	MISC	OFFER AND ASSOCIATES	BD Bond Refund	535.00
05/19/2022	6	43508	00586	OFFICE DEPOT	OFFICE SUPPLIES	73.49
					OFFICE SUPPLIES	54.85
					OFFICE SUPPLIES	104.76
					OFFICE SUPPLIES	(231.98)
						1.12
05/19/2022	6	43509	MISC	OLIVA REMODELING, GORDY	BD Bond Refund	240.00
05/19/2022	6	43510	MISC	ORBACH-SHEAR, LINDA	BD Bond Refund	100.00
05/19/2022	6	43511	04960	PAUL C. SCOTT PLUMBING INC.	SERVICE CALL AND DRAIN CLEANING	425.00
05/19/2022	6	43512	11006	PREMIER GROUP ASSOCIATES	HW WEEKLY CUT	1,038.00
05/19/2022	6	43513	05052	PRINT STOP INC.	PUBLIC SAFETY ENVELOPES	90.00
05/19/2022	6	43514	MISC	RENEWAL BY ANDERSON	BD Bond Refund	75.00
05/19/2022	6	43515	00407	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SIGNAL MAINTENANCE	92.59
05/19/2022	6	43516	MISC	ROCK SOLID EXTERIORS	BD Bond Refund	282.00
05/19/2022	6	43517	09914	ROSATI SCHULTZ JOPPICH AMTSBUECHLER	CITY ATTORNEY RETAINER WORK PROSECUTION FOR CODE VIOLATIONS	4,500.00 1,265.00 5,765.00
05/19/2022	6	43518	MISC	SAS SERVICES	BD Bond Refund	75.00
05/19/2022	6	43519	11143	SHARE CORPORATION	DPW SUPPLIES	675.22
05/19/2022	6	43520	00209	SOC RESOURCE RECOVERY AUTHORITY	BASIC REFUSE, RECYCLABLES, & YARD WASTE SPECIAL WASTE APRIL 2022	17,067.00 325.05 17,392.05
05/19/2022	6	43521	04095	SONITROL TRI-COUNTY	PUBLIC SAFETY CAMERAS	146.62
05/19/2022	6	43522	MISC	STEVE'S CONCRETE	BD Bond Refund	139.00
05/19/2022	6	43523	MISC	THE ORIGINAL KITCHEN MASTER	BD Bond Refund	563.00
05/19/2022	6	43524	04957	TRI-COMMUNITY COALITION	COMMUNITY DONATION	2,500.00
05/19/2022	6	43525	MISC	US CONCRETE INC	BD Bond Refund	75.00
05/19/2022	6	43526	MISC	WALLSIDE WINDOWS	BD Bond Refund	75.00
05/19/2022	6	43527	07255	WOW INTERNET AND CABLE	CABLE FOR PUBLIC SAFETY	64.42
05/19/2022	6	43528	06966	YOUNG REMBRANDTS WAYNE & OAKLAND	YOUNG REMBRANDTS CLASS	3,336.00
05/20/2022	6	66(E)	10956	CITY VISA CREDIT CARDS	CRAFT ITEMS FOR MOTHER'S DAY EGGS FOR SCIENCE SEEDS FOR SCIENCE LIGHT BULBS FOR CHICKS CHICK RENTAL END OF YEAR GIFTS END OF YEAR GIFT BAGS BUBBLES AND SIWALK CHALK CLASSROOM FAUCETS	110.61 1.59 26.20 11.43 51.00 47.70 21.94 22.26 368.88

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					BUTTONS	6.29
					POOL TOYS FOR END OF YEAR PARTY	21.20
					POTTING SOIL, POTS, AND SEEDS	59.35
					OAKLAND COUNTY ECONOMIC OUTLOOK LUNCHEON	60.00
					SHIRTS FOR CITY HALL STAFF	367.25
					POSTAGE METER SUPPLIES	279.46
					MAIL OUT ELECTION TABULATOR FOR REPAIR	24.65
					DINNER FOR CITY COMMISSION	122.40
					ADOBE ACROBAT FOR PUBLIC SAFETY	190.67
					PUBLIC SAFETY LAUNDRY SUPPLIES	25.93
					PUBLIC SAFETY KITCHEN SUPPLIES	74.54
					HOTEL FOR MPSI CLASS	504.00
					TREE FOR ARBOR DAY PLANTING	96.00
					TREE FOR ARBOR DAY PLANTING	143.99
					POSTCARDS FOR GALLERY SHOW	48.86
					NAME TAGS FOR LIBRARY STAFF	135.55
					BEADING FOR LIBRARY ACTIVITY	33.67
					BOBBINS FOR LIBRARY ACTIVITY	71.96
					BEADS FOR LIBRARY ACTIVITY	63.14
					ADOBE INDESIGN SUBSCRIPTION	22.25
					ZOOM SUBSCRIPTION	15.89
					LATCHKEY FIELD TRIP	312.00
					FLOOR HOCKEY PIZZA PARTIES	260.31
					ZOOM SUBSCRIPTION	15.89
					LIFEGUARD CERTIFICATION FEES	164.00
					MILL RACE VILLAGE TOUR	20.00
					SENIOR DAY TRIP DINNER	30.96
					PIZZA LUNCH FOR LATCHKEY BREAK	82.11
					CHALK BLACKBOARD	7.99
					ADOBE ACROBAT SUBSCRIPTION	15.89
						3,937.81
05/26/2022	6	43529	00004	MICHIGAN AFSCME COUNCIL 25	MAY 2022 UNION DUES	166.00
05/26/2022	6	43530	10951	AMAZON CAPITAL SERVICES INC	BOOK FACE MASKS ITEMS FOR NEW RESIDENT RECEPTION USB CARD READER	6.99 42.57 45.79 26.98 122.33
05/26/2022	6	43531	00017	BAKER & TAYLOR BOOKS	BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS	226.44 383.39 186.59 151.38 398.07 283.89 1,629.76
05/26/2022	6	43532	08474	THE BANK OF NEW YORK MELLON TRUST	REDEMPTION NOTICE FEE REFUNDING ESCROW FEE	500.00 500.00 1,000.00
05/26/2022	6	43533	10799	BELSON OUTDOORS, LLC	PICNIC TABLES	4,779.07
05/26/2022	6	43534	MISC	CADARET ARCHITECTURE	BD Bond Refund	3,800.00
05/26/2022	6	43535	MISC	CHIEFS CONSTRUCTION	BD Bond Refund	1,000.00
05/26/2022	6	43536	06403	EAGLE LANDSCAPING & SUPPLY CO.	TOP SOIL	150.00
05/26/2022	6	43537	10941	ECOSAFE	FOOD BIN SCRAPS	1,831.00

CHECK REGISTER FOR CITY OF HUNTINGTON WOODS
 CHECK DATE FROM 05/13/2022 - 06/02/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
05/26/2022	6	43538	01866	ETNA SUPPLY CO	DPW SUPPLIES	3,360.00
05/26/2022	6	43539	MISC	FOREMAN CONSTRUCTION	BD Bond Refund	90.00
05/26/2022	6	43540	MISC	GITTLEMAN CONSTRUCTION INC	BD Bond Refund	402.00
05/26/2022	6	43541	05509	HERSCH'S, INC.	DPW SUPPLIES	84.00
05/26/2022	6	43542	04613	HUNT SIGN COMPANY, LTD.	HIP STREET BLADES	55.00
05/26/2022	6	43543	11408	HUTSON, INC.	DPW SUPPLIES	325.47
05/26/2022	6	43544	MISC	J & J EXCAVATING	BD Bond Refund	2,000.00
05/26/2022	6	43545	MISC	J TAYLOR CONSTRUCTION	BD Bond Refund	252.00
05/26/2022	6	43546	11407	JESSICA GURVITZ	FINGERPRINTS REIMBURSEMENT	64.26
05/26/2022	6	43547	04943	JOE'S AUTO PARTS	AUTO PARTS	45.39
					AUTO PARTS	7.28
					AUTO PARTS	21.84
						74.51
05/26/2022	6	43548	MISC	KELRAY CONSTRUCTION INC	BD Bond Refund	85.00
					BD Bond Refund	103.00
						188.00
05/26/2022	6	43549	10710	MAJIK GRAPHICS	THIN BLUE LINE FLAG DECALS	28.00
05/26/2022	6	43550	11406	MARY ANN CORRIGAN	CLASS REFUND	40.00
05/26/2022	6	43551	00331	NOWAK & FRAUS	DESIGN SERVICES	13,326.10
					DESIGN SERVICES - DUNDEE RD PROJECT	11,035.10
						24,361.20
05/26/2022	6	43552	00166	OAKLAND COUNTY	SEWAGE DISPOSAL SERVICES	98,984.32
05/26/2022	6	43553	00586	OFFICE DEPOT	OFFICE SUPPLIES	89.23
					OFFICE SUPPLIES	6.54
						95.77
05/26/2022	6	43554	00181	POLICE OFFICERS ASS'N OF MICH	UNION DUES MAY 2022	390.48
05/26/2022	6	43555	10630	POLICE OFFICERS LABOR COUNCIL	UNION DUES MAY 2022	452.25
05/26/2022	6	43556	MISC	PRECISION FOUNDATION SYSTEMS LLC	BD Bond Refund	100.00
05/26/2022	6	43557	11006	PREMIER GROUP ASSOCIATES	HW WEEKLY CUT	1,038.00
05/26/2022	6	43558	10186	PRINCIPAL LIFE INSURANCE COMPANY	DENTAL INSURANCE	4,086.34
05/26/2022	6	43559	MISC	PRO-HOME IMPROVEMENT	BD Bond Refund	141.00
05/26/2022	6	43560	MISC	RENEWAL BY ANDERSON	BD Bond Refund	75.00
05/26/2022	6	43561	04781	VERIZON WIRELESS	CELL PHONES	1,229.21
05/31/2022	6	43562	MISC	DOMINIC RUDOLFI	UB refund for account: 7021660	10.00
06/02/2022	6	43563	03659	AFLAC	DISABILITY INSURANCE	356.64
06/02/2022	6	43564	10951	AMAZON CAPITAL SERVICES INC	MUSIC BOX	7.99
					ADDRESS LABELS AND NAME TAGS	30.81
					FIRST AID SUPPLIES	20.91
					FIRST AID SUPPLIES	5.44
					KEY TAG SCANNER	190.00
					DESK DRAWER ORGANIZER TRAY	18.99
					RETURN CREDIT	(156.03)
						118.11
06/02/2022	6	43565	MISC	AMERICAN STANDARD ROOFING	BD Bond Refund	100.00
					BD Bond Refund	200.00
						300.00
06/02/2022	6	43566	11011	AMERICAN UNITED LIFE INSURANCE CO	LIFE INSURANCE	606.90

CHECK REGISTER FOR CITY OF HUNTINGTON WOODS
 CHECK DATE FROM 05/13/2022 - 06/02/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
06/02/2022	6	43567	09447	APPLIED IMAGING	COPIER METER	30.90
06/02/2022	6	43568	MISC	BCM HOME IMPROVEMENT	BD Bond Refund	110.00
06/02/2022	6	43569	00024	BILLINGS LAWN EQUIPMENT	EQUIPMENT MAINTENANCE SUPPLIES	65.78
06/02/2022	6	43570	04117	BOB'S SANITATION SERVICE	PORTA POTTY	90.00
06/02/2022	6	43571	10141	BROOKES BUNCH	CHEER, DANCE, POM CLASS	2,784.00
06/02/2022	6	43572	09823	BSN SPORTS INC	COVER PLATE	414.73
06/02/2022	6	43573	07736	CINTAS CORPORATION #31	BUILDING SUPPLIES	47.76
					MAT CLEANING	12.14
					MAT CLEANING	14.76
					MAT CLEANING	67.60
					MAT CLEANING	22.26
					MAT CLEANING	14.76
					MAT CLEANING	12.14
					MAT CLEANING	22.26
					BUILDING SUPPLIES	67.60
					MAT CLEANING	14.76
					MAT CLEANING	22.26
					MAT CLEANING	12.14
					MAT CLEANING	22.26
					BUILDING SUPPLIES	67.60
					MAT CLEANING	14.76
					MAT CLEANING	12.14
						447.20
06/02/2022	6	43574	11041	CORE & MAIN	WATER EQUIPMENT SUPPLIES	385.74
06/02/2022	6	43575	07501	CRANDALL-WORTHINGTON INC	RECREATION SUPPLIES	41.50
					RECREATION SUPPLIES	779.20
						820.70
06/02/2022	6	43576	MISC	CREGGER MECHANICAL	BD Bond Refund	3,150.00
06/02/2022	6	43577	MISC	DRIP DRY WATERPROOFING	BD Bond Refund	75.00
06/02/2022	6	43578	00536	ECOTEC PEST CONTROL	PEST CONTROL	200.00
06/02/2022	6	43579	11413	EMILY SHEA	CAMP REFUND	639.45
					CAMP REFUND	740.00
					CAMP DEPOSIT REFUND	100.00
						1,479.45
06/02/2022	6	43580	11411	EMMA INLOES	FINGERPRINT REIMBURSEMENT	64.25
06/02/2022	6	43581	05194	GORDON FOOD SERVICE	NEW RESIDENT RECEPTION SUPPLIES	4.99
					NEW RESIDENT RECEPTION SUPPLIES	56.80
						61.79
06/02/2022	6	43582	08523	STEPHEN GREENWALD	CLASS REFUND	266.00
06/02/2022	6	43583	09586	ITEDIUM, INC.	COBRA	25.00
06/02/2022	6	43584	10788	JAY'S SEPTIC TANK SERVICE	PORTA POTTY	140.00
					PORTA POTTY	270.00
					PORTA POTTY	140.00
						550.00
06/02/2022	6	43585	11304	JCR SUPPLY INC	TRASH CAN LINERS	197.18
06/02/2022	6	43586	MISC	LAKE POINTE CONSTRUCTION	BD Bond Refund	75.00
06/02/2022	6	43587	MISC	LAURENCE WINE CONSTRUCTION CO	BD Bond Refund	1,100.00
06/02/2022	6	43588	05374	LB OFFICE PRODUCTS	OFFICE SUPPLIES	5.30

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
OFFICE SUPPLIES						10.57
06/02/2022	6	43589	05454	LEISURE UNLIMITED LLC	KIDDIES SPORTS INSTRUCTION PAYMENT	588.00
06/02/2022	6	43590	00112	MADISON NATIONAL LIFE INS CO.	LIFE INSURANCE	4,657.15
06/02/2022	6	43591	11092	MAKING WAVES USA, LLC	LIFEGUARD SUITS	80.00
06/02/2022	6	43592	11412	MATTHEW GRECKI	CAMP DEPOSIT REFUND	200.00
06/02/2022	6	43593	11140	METRO WIRELESS	INTERNET SERVICE	495.33
06/02/2022	6	43594	05626	MI ASSN. OF CHIEFS OF POLICE	DUES FOR ACTIVE VOTING MEMBER	115.00
						15.87
06/02/2022	6	43595	06373	MIDWEST TAPE	MEDIA	88.45
					MEDIA	101.88
					MEDIA	34.47
					MEDIA	56.23
					MEDIA	18.74
					MEDIA	149.88
					MEDIA	114.65
					MEDIA	194.84
					MEDIA	18.74
					MEDIA	98.19
						876.07
06/02/2022	6	43596	03979	NORTHWEST POOLS, INC.	POOL CHEMICALS	888.90
06/02/2022	6	43597	09089	OAKLAND COUNTY ECONOMIC DEVELOPMENT	MAPPING SERVICES	60.00
06/02/2022	6	43598	09472	OAKLAND SCHOOLS	PRINTING WATER BILLS	392.98
06/02/2022	6	43599	00586	OFFICE DEPOT	OFFICE SUPPLIES	69.36
06/02/2022	6	43600	06488	POOLS & SPAS A GO GO, INC.	POOL CHEMICALS	159.81
06/02/2022	6	43601	09663	POSTMASTER	POSTAGE FOR DUAL AV APP POSTCARDS	1,148.03
06/02/2022	6	43602	MISC	PRO-HOME IMPROVEMENT	BD Bond Refund	115.00
06/02/2022	6	43603	11207	QUADIENT, INC	POSTAGE METER	1,035.00
06/02/2022	6	43604	11409	REBECCA SWARTZ-YAVNO	CLASS REFUND	83.00
06/02/2022	6	43605	11414	REGINALD HAWKINS MUSIC, LLC	JUNETEENTH MUSIC PERFORMANCE	125.00
06/02/2022	6	43606	MISC	RENEWAL BY ANDERSON	BD Bond Refund	289.00
06/02/2022	6	43607	00108	RKA PETROLEUM COMPANIES, INC.	DIESEL FUEL	878.02
					REGULAR GASOLINE	2,504.00
						3,382.02
06/02/2022	6	43608	03744	KATHLYN ROSENTHAL	CLASS CANCELLATION REFUND	30.00
06/02/2022	6	43609	02195	ROYAL OAK & BIRMINGHAM TENT & AWNIN	POOL DECK SHADES INSTALLATION	165.00
06/02/2022	6	43610	00198	CITY OF ROYAL OAK	WATER USAGE	1,453.82
06/02/2022	6	43611	02506	SIGNS-N-DESIGNS	JUNETEENTH SIGNS	350.00
06/02/2022	6	43612	00209	SOC RESOURCE RECOVERY AUTHORITY	BASIC REFUSE, RECYCLABLES, & YARD WASTE	18,164.00
06/02/2022	6	43613	00210	SOC WATER AUTHORITY	WATER PURCHASES	35,162.23
06/02/2022	6	43615	05351	STEWART & SONS CONCRETE	CITY HALL FRONT STEP INSTALLATION	4,400.00
					CONCRETE REPLACEMENT - CITY HALL RIGHT O	2,650.00
						7,050.00
06/02/2022	6	43616	00041	VERSANT HEALTH	VISION INSURANCE	445.24
06/02/2022	6	43617	11410	VINCENT MCMULLEN	JUNETEENTH CELEBRATION DJ	400.00
06/02/2022	6	43618	MISC	WALLSIDE WINDOWS	BD Bond Refund	75.00
06/02/2022	6	43619	MISC	WAYNE CRAFT INC	BD Bond Refund	117.00
06/02/2022	6	43620	06168	KEVIN WAYNE	PUBLIC SAFETY WATER HEATER	1,800.00
06/02/2022	6	43621	04095	SONITROL TRI-COUNTY	REC CENTER ALARM	14.40

6 TOTALS:

Total of 146 Checks:
 Less 0 Void Checks:

382,982.40
 0.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Total of 146 Disbursements:						382,982.40

Consent Agenda #3a

CITY OF HUNTINGTON WOODS REGULAR MEETING OF THE PLANNING COMMISSION

March 28, 2022

7:00 p.m.

In Person Meeting – Huntington Woods Commission Room

Vice Chairman Rick Polan called the Meeting to order at 7:05 p.m

PRESENT: Sheldon Kohn, Rick Polan, Jill Ingber, Bob Paul, Gail Linden

ABSENT: Blake Moore (excused), Mike Wright (excused), Chris Golembiewski (excused),
Todd Sperl (excused)

City Staff Present: Zoning Administrator, Hank Berry.

APPROVAL OF AGENDA

Moved by Kohn and seconded by Linden to approve the March 28, 2022, agenda.

Ayes: Kohn, Polan, Ingber, Linden, Paul

Nays: None

The Motion Carried.

APPROVAL OF MINUTES

Moved by Kohn and seconded by Ingber to approve the February 17, 28, 2022, minutes.

Ayes: Kohn, Polan, Ingber, Linden, Paul

Nays: None

The Motion Carried.

AGENDA ITEMS:

Matter of Site Plan Review for an addition to the Gross Residence at 10464 Talbot.

Architect Michael Gordon on behalf explained the plan, materials and design.

Hank Berry went over the requirements and the need for a variance. He explained the code as it applied to the plan. He pointed out the variance criteria and numbers and what would be the ask from the ZBA.

Vice Chair Polan then opened up the meeting for public participation.

Steve Ingber, 10445 Talbot - Gave his support for the addition as it stands in the drawing. He is a neighbor across the street.

Seeing no more public participation, the matter was then closed to public participation.

Kohn questioned whether Commissioner Jill Ingber had a relationship with the applicant as they are neighbors that could potentially influence her vote. She stated that she felt confident in her ability to make an unbiased opinion.

Kohn made a motion to proceed with the meeting with consideration of the plan based upon the representation of Jill Ingber, that her proximity to the site will not influence her vote.

The motion was seconded by Paul.

Ayes: Kohn, Polan, Ingber, Linden, Paul

Nays: None

The Motion Carried.

Paul: The front porch detail is a nice addition to the front. It is inline with the houses around it. I don't have any issues with the plan now that they have added the shutters.

Kohn: There were a couple notes made about the presence of materials, but that has been reasonably explained.

Kohn: Can you explain to me again, is there a material change to the footprint?

Berry: the porch is being added to the front of the house which adds to the lot coverage.

Kohn: Subject to ZBA approval, which we cannot promise you, I have no problem with the plan.

Ingber: I am in favor of the plans. They are consistent with the aesthetics of the street.

Linden: Did you say that you have changed the materials of the windows? Are only the windows as represented with mutton bars, the ones with mutton bars-- not the ones in the back?

Gross: Correct. The ones in the back are existing.

Linden: okay, I don't have a problem.

Polan: Where are the shutters going?

Gross: On all of the front windows

Polan: How does the proportionally fit on the upper windows?

Polan: Is there a way to meet the square footage without the shutters?

Berry: Wood windows.

Polan: In my mind the shutters clutter up what is otherwise a very nice front elevation.

Berry: You can do wood windows which are clad, or you can do vinyl windows but there is a huge cost difference there.

Gordon: it would be in their purview to approve vinyl windows with no shutters?

Berry: it states that any combination of three or more coins, mutton bars, keystones over windows and doors, shutters, pulled brick details, brick rowlocks, or soldier coursing, trim boards for sided wall, windows, natural materials - wood windows can be clad, siding other than vinyl on permitted sided projects or any other architectural as deemed appropriate by the planning commission. So if the Planning Commission could find another detail that they would find appropriate, in this plan to approve, then they could still get you your any combination of the three or more.

Polan: Does the stacked stone in front count as a natural material?

Berry: Is it real stone?

Gordon: Yes.

Berry: That would be up to the Planning Commission.

Ingber: Hank, can you define the first term?

Berry: Quoins - it's a brick detail. None of the brick detail would apply here. The reason we talked about shutters was because it was the least expensive and the least invasive option for that. Wood windows you are looking at every bit of double the cost.

Berry: Another option you could do is put shutters only on the upper left side, and not the right. Since the left side comes out further, it would be on the same plane.

Ingber: I personally would be fine accepting the stone on the existing house as one of the components.

Polan: I am in agreement.

Ingber made a motion to accept the existing stone as one of the components to make up the bonus square footage.

Paul seconded the motion for discussion.

Paul: My first question is, have we ever done this before?

Berry: No

Paul: I have a problem with setting a precedent like this.

Kohn: I concur with that, so it may be appropriate to withdraw the motion.

Polan: Then I would rather it go with the variance and then come back to us for a vote.

Berry: If they get the variance, then they do not need to come back to the Planning Commission.

Polan: I would rather plans be updated for a variance to show the shutter as we're describing it and moving the window and us not approve that sketch before seeing it on paper. So then you would go to the Zoning Board of Appeals to get the variance for lot coverage, and then come back to the planning commission.

Berry: Then they would need to get a variance for lot coverage and house size.

Ingber: I withdraw the motion.

Paul: I'll accept.

Berry: Now you can either find another characteristic, you can accept the shutters as presented, or it can be postponed.

Kohn: What is the sense of the homeowner?

Gross: I would really love to do the shutters in a way that we can pass it.

Kohn: I would like to get a sense of the commission if we were to have shutters on the second floor.

Kohn: I make a motion that we will approve the plan with the addition of shutters on the second floor, and the centering of the window on the right side of the house and subject to the approval of the zoning board of appeals for lot coverage variance.

Paul: I second the motion.

Ingber: I think the window on the right being centered would be fine.

Linden: I like the shutters on the second floor.

Motion by Ingber seconded by Paul to approve the site plan for Gross Residence at 10464 Talbot with the addition of shutters to the second floor, and the centering of the right side window, and subject to the approval of the zoning board of appeals for lot coverage variance.

Ayes: Kohn, Polan, Ingber, Linden, Paul

Nays: None

The Motion Carried.

Review of Priority List for The Master Plan

Berry: There is a couple ways we could go about this discussion. We could have the discussion and you could rank them, or we can start the ranking process and come up with it however you would like. Ultimately, I'd like to have 3 high priority, 3 medium priority, and 3 low priority items. Another thing is that when we started looking at this, and planning it, I did not anticipate four members would be missing at this point in time. It would be whatever the pleasure of the planning commission is, although we'd like to get started on something. We are missing almost half of the planning commission this evening, so if you would like to table it to the next meeting or you can have a discussion and then see where you want to go with this. The longer we wait on this, the less chance we have of getting this job done this year.

Polan opened it up for discussion among the commission members.

Paul: Since we are missing so many people it makes sense to wait until you have a complete planning commission to really rank the entire thing, but I appreciate the fact that you want to start working on something. I am going to throw out one that I really think is very important and very timely. That would be talking about the pedestrian crossings along 11 Mile Road as well as Coolidge. I think there is interest in both Oak Park, and Berkley. Working on this project together, I think there's potential for grant money to do a study, so I think it's timely and important.

Kohn: I have no objection to that particular suggestion being high on the list, but I think we need - I don't think we can just do that. I think we need more input in terms of studies, and where Berkley stands on the matter. If we can express the priority of that approval, it's up to the city commission to allocate the resources that are necessary to get more information and research on the matter. The residential downspout thing, I don't know that we need any more input from that. It seems to me that is something that can be done in relatively short order. But if we're ready to do that, and the same thing with re-zoning 11 mile and Woodward, the southwest corner. I don't see what other information we might need in order to make it consistent with the rest of what we've already decided to do in terms of transitional district along Woodward. It seems to me that those are things that could be knocked down with very little effort. I think there are some things here that need more explanation with more members present to discuss. What are visual guidelines? I don't know what visual guidelines are.

Ingber: How did we get down to 14 items on the list? How did it get whittled down?

Berry: At the last meeting, I was asked to distill this list down from 50 things into things that the Planning Commission could reasonably be expected to have some impact with the understanding

that the City Commission is going to control what dollars and cents would be spent on this. We are looking to distill this list down to 9 from 14. When we're saying we want to get going on some of this stuff, even a simple change is a 3-month deal because the Planning Commission has to vote on it, I have to advertise it, the City Commission has to vote on it, and there's an additional 20 day wait after it's been voted on. It has to be advertised and properly noticed.

Ingber: I agree that we don't have enough representatives here to discuss it but what if we requested everybody on the Planning Commission to sort of to vote, maybe by email, before the next meeting.

Berry: We can't do that. It would violate public access / open meetings regulations.

Ingber: I don't mean vote, I mean rank them. I think if everybody could express their priorities and that way we could come to a little bit of a consensus before the next meeting. I don't mean an official vote from the commission.

Berry: Just as long as it comes back to me, and not a reply all. I could assemble the data at that point and explain that this is how the items were ranked. One of a couple things could happen - I can send a communication to the city commission to authorize a study for a safe routes to school, and see how much that would cost.

Linden: I think we need more of us here in order to do it. Whether it's everybody submit their list and whether it's 9 or whatever number and you rank them in order of importance.

Motioned to table the conversation until next meeting by Sheldon Kohn. Seconded by Jill Ingber.

Kohn withdrew the motion for the purpose of discussion. Ingber supported.

Paul: I think that it is worth our suggestion that Hank starts to work on the safe routes to school, and see what interest the city commission has.

Berry: Mr. Chairman, if I could suggest seeing as there's interest in me starting something to get the ball rolling. I might suggest that someone make a motion for me to be able to do that, and then table the rest of the process until the next meeting.

Linden motioned that Hank gets start looking at children crossing safety so that can be looked into and presented to the city commission.

Seconded by Paul.

Ayes: Kohn, Polan, Ingber, Linden, Paul

Nays: None

The Motion Carried.

Ingber motioned to table the remaining priorities on the list until the next regular planning commission meeting. Linden seconded the motion.

Ayes: Kohn, Polan, Ingber, Linden, Paul

Nays: None

Absent: Moore (excused), Golembiewski (excused), Sperl (excused), Wright (excused).

The Motion Carried.

The meeting was opened and closed to public participation as there was no public present at this point in the meeting.

ADJOURNMENT:

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

Ayes: Kohn, Polan, Ingber, Linden, Paul

Nays: None

The Motion Carried, meeting adjourned at 7:50 pm.

Submitted

Amy Berry - Recorder

Consent Agenda #3b

MINUTES

Huntington Woods Library Advisory Board

Meeting Date: Monday, April 18, 2022

Meeting called to Order at 7:05 pm.

Present: Deb Hemmye, Steve Pollack, Bridget McKinley, Marty Ferman, Nina Abrams, Beth Applebaum, Mia Ceaser, Stacey Stutcher.

- I. Agenda for meeting approved.
- II. The minutes of the meetings held on February 28, 2022 & March 21, 2022 were approved.
- III. Library usage statistics – The statistics were reviewed. There was also a discussion regarding the charging of fines.
- IV. Friends of the Library liaison report: Marty Ferman
 - a. Book sale, Saturday, May 14, 2022- Marty Ferman gave a report on the planning for the book sale.
 - b. The Friends Scholarship will be awarded this year.
 - c. Communications have been sent regarding renewal of annual Friends Membership .
- V. Librarian's report
 - A. Deb Hemmye presented at Pleasant Ridge's April 12th City Council meeting. She plans on presenting at Pleasant Ridge and Huntington Woods City Council meetings on an alternating basis.
 - B. Deb Hemmye gave a summary of plans for putting access to "Get Set Up" (digital community for seniors) on library website.
 - C. Baker & Taylor - added labels for Fiction books (just like NF) and 7 mil laminate covers for trade paperbacks (no children's or small paperbacks).
 - D. Juneteenth celebration, Saturday, June 18, 2022. This is a celebration being planned by the City of Huntington Woods, which the library will join. There was a discussion about the proposed activities.
 - E. Children's storytimes began in-person on April 5. Registration for all children's programs for the summer are full; will look into adding more summer programs.
 - F. Summer Reading Program begins June 1st and ends July 29th. Open to all ages, birth - adult.
 - G. Working on consistency of policies among staff; weeding fiction and reference.

- H. Four volunteers helping with weeding project.
- I. Internet use policy – a draft policy was discussed. There will be updates to the draft and further discussion at the next meeting.
- J. Lower Level room use - a draft policy was discussed. There will be updates to the draft and further discussion at the next meeting.
- K. Community survey. Deb Hemmye is working on the survey and invited the board to submit topics/issued to be included.

V. Public Participation-none

VI. Comments-none

Next meeting: May 16, 2022

Adjournment at 8:35 pm

Minutes prepared by Beth Applebaum

Consent Agenda #3c

CITY OF HUNTINGTON WOODS
MEETING OF THE ENVIRONMENTAL SUSTAINABILITY COMMITTEE
MINUTES
April 21, 2022
7:00 p.m.
City Hall

Chairperson : Ben Falik called the Meeting to order at 7:12pm

PRESENT: Ben Falik (Chairperson), Daniel Brooks, Mari Masalin-Cooper (Secretary), Sarah Jo Sautter, Sean Kristl

ABSENT: Kate Zenlea (excused), Betsy Zobi-Tar, David (Michael) Egan, Commissioner: Michelle Elder

City Staff Present: City Manager Wilson, Parks & Recreation, Lauren Fletcher

APPROVAL OF AGENDA

Moved Chair: Ben Falik and seconded by Mari Cooper to approve the April 21, 2022 agenda as presented: Unanimous. **The Motion Carried.**

APPROVAL OF MINUTES

Moved by Chair: Ben Falik and seconded by Mari Cooperto approve the February 24, 2022 Minutes as presented: Unanimous. The Motion Carried

Public Participation on Items not on the Agenda –

- About Zoom, State has revoked the Zoom requirement and Zoom Committee members can join via Zoom but cannot vote or make motion. Essentially Committee members working

Committee Goals - Missions Statement (May Agenda item). Mari brought Missions Statement Questionnaires for all members to complete and forwarded to Chris Wilson to have him compile for our next meeting. Sean: would add a review of what we do today and what we want to do. Committee agreed.

Media Communication Schedule: (May Agenda item) Lauren: June 3rd is the DPW deadline - for the Fall Hometown Town Herald - Ben will ask Amy Hood DPW if we can use any of the Herald space. Lauren: city has moved to 3 not 4 issues annually, Spring/Fall is not combined. Mari - Need to find a shared work space for the Committee and the City. Daniel will send instructions on conversions. Lauren will provide the publication deadlines for the various city publications online and hardcopy. Sarah Jo - updated the Google Doc ESC Calendar and resent to new members. Sean - will commit to bringing the information blasts for every meeting; Lauren- Create a Group for ESC for the HW Facebook - Ben/Sarah Jo do not have the bandwidth to keep up posts on something like this. Hal S. - City will be announcing a Environmental Sustainability Master Plan. Chris W. City will have, as of July 2022, a full-time communication director. Take as many weeks with news and messages as we can for our next meeting.

Solar ordinance Follow-up: (May agenda item) City update to the Solar Panel - Will allow side and rear panels. No change in the front facing changes, must go through the ZBA for approval. Back and side panels just submit a site plan. Front facing panels would go to the ZBA would have to show a "practical difficulty." Daniel - large change to the last ordinance because the South facing homes can go before the ZBA, instead of the Planning Commission like earlier HW residents requesting to add solar panels.

- Chris W. The city will track and record requests/approvals for front facing panels for a few years. If it is overwhelmingly in favor of allowing front facing panels, it is likely the City Commission will approve a change to the ordinance that does not require ZBA review.

Motion by Daniel Brooks to: Approve the Solar Panel ordinance language change as written and presented by Chris Wilson. **Seconded by Sean Kristl. Approved: unanimously.**

Chris thinks new ordinance language will be on the next City Commission agenda in May.

City Lighting Follow-up- (Add: Agenda item for several meetings) City has not signed the DTW contract for the LED lights. Working with a EPE 3rd party to review our electricity usage. DG Energy does citywide lighting upgrades, manage the interal lighting portfolios. DTE owns our lighting poles and there may be some issues, but this 3rd party maintenance will allow the city to make lighting change. This company owns the bulbs. Following up this option. City Commission has not pushed on signing the DTE proposal and not likely to at this time. Daniel Brooks would like to know the color temps of proposed bulbs.

Public Participation

Hal Stack, 13116 Talbot, It took 4 yrs to make a solar panel ordinance change. Pointed out the ESC should also be to facilitating and encouraging solar energy in the homes in the city.

Committee Member Remarks

Mari Cooper – Will invite Erin Quetell, Oakland County Environmental Sustainability Director to speak at our May 19th or June 23rd to speak to the ESC about the county sustainability goals and services. If she accepts our invitation we will place her at the beginning of the agenda.

ADJOURNMENT:

Motion to Adjourn by:

The Motion Carried, meeting adjourned at 8:46 p.m.

Respectfully submitted by,

Mari Cooper
Secretary

Consent Agenda #3d

Huntington Woods Park a

Advisory Board

Tuesday, April 26, 2022

Meeting Minutes - APPPROVED

Members: J. Egan, R. Serman, K. Tarnopol, J. Aisen, M. Caesar, B. Levine, L. Fletcher, S. Potter

Excused: J. Rozell, K. Vanraaphorst, J. Steinhart, A. Philko

Staff Present: Tracy Shanley, Lauren Fletcher

I. Call to Order

a. 7:34pm, S Potter (move), J Egan (second)

II. Approval of Agenda for previous meeting

a. J. Aisen (move), R. Serman (second)

III. Approval of Minutes from February 15, 2022

a. J. Aisen (move), S Potter (second)

IV. Correspondence –

Tracy read correspondence from Rami Garrett about concerns regarding no fireworks being planned and wants to bring back the mother-son baseball game. A correspondence was also read from Charlie Green about changing the Daddy/Daughter Dance to making it more inclusive for everyone. Jessica Downey's email was also read that described issues of disruptive behavior at the Val Jones Park.

V. Items of Business

a. Parks Use Policy:

- i. Concerns regarding separation of church and state. Disagreements with city officials over how part usage is being coordinated. Need enforcement issues.

This item is being put on the City Commission Agenda for discussion.

- b. Hoops – Support was given to Lauren to combine our basketball program with the Berkley Hoops program.
- c. Reynold's Park Update – Equipment is in and ready to go. Waiting on benches and Men's Club sign. Look for more information about a ribbon-cutting event soon.
- d. Burton Track - more information will be given at the next meeting. Goddard Coating has been contacted to re-do the track.

VI. Department Update

- a. Fireworks have been scheduled for Friday, July 1st.
- b. Normal parade route is back as is the hot dog roast.
- c. Looking to get different blocks to enter the float competition.
- d. Pool is filled and Lauren has been training the new guards.
- e. Still need camp and parks staff. If you know of anyone, please send them our way.
- f. HWAC is full – pool pass sales are going fast!

VII. Public Participation

- a. None

VIII. Plan of Action for Next Meeting

- a. Communication strategies, possible social media policy
- b. Burton Track Update

IX. Board Member Comments

- a. R Serman – Put meeting tables in a U formation to see audience and board better.
- b. J Egan – possible fundraiser project

X. Adjournment – J. Aisen (move), R. Serman (second) - 9:01 pm



Communication #1

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

May 23, 2022

Honorable Mayor Robert F. Paul
Mayor Pro-Tem Michelle Elder
Commissioner Jules B. Olsman
Commissioner Joe Rozell
Commissioner Jeff Jenks

Re City Hall Campus

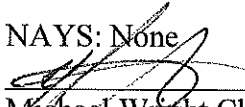
Dear Mayor Paul, Mayor Pro-Tem Elder and City Commissioners,

During establishment of the Planning Commission Priority List, the topic of the City Hall Campus revitalization has made its way up the list. The Planning Commission would like to take an active role in the process of moving this forward. That role could encompass public hearings or meetings, studies, public engagement and opportunity analysis and more. The Commission understands that there are many pieces that go into finalizing this project, but wants to express its sense of urgency with respect to the safety and efficiency of the physical structures for the benefit of all the services available, including Public Safety, DPW, and City Hall. To that end, at a regular meeting on May 23, 2022 the Planning Commission voted to let you know that we would be looking for direction from the Commission.

Motion by Kohn, seconded by Moore, to present a letter of interest to the City Commission to further the potential 11 Mile and Scotia - City Hall Campus project and have a role defined by the City Commission.

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

NAYS: None



Michael Wright Chairperson

May 23, 2022



Rick Polan Vice Chairperson

May 23, 2022

WASTE NOT WANT NOT



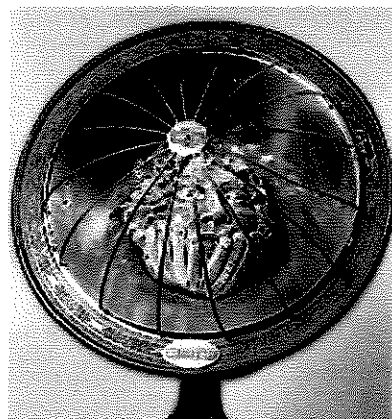
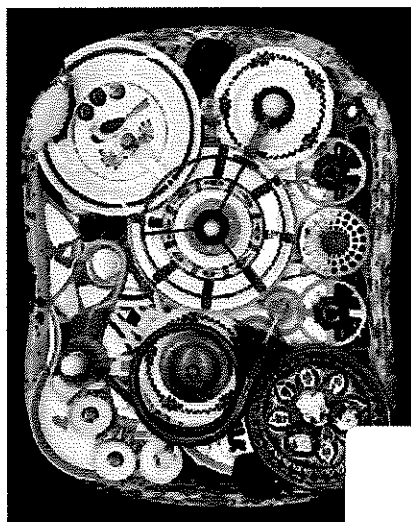
FOUND OBJECT ART by Deborah Hecht JUNE 4th - AUG 31st

Featuring BEACH TRASH series
(mosaics made of Lake Michigan trash)

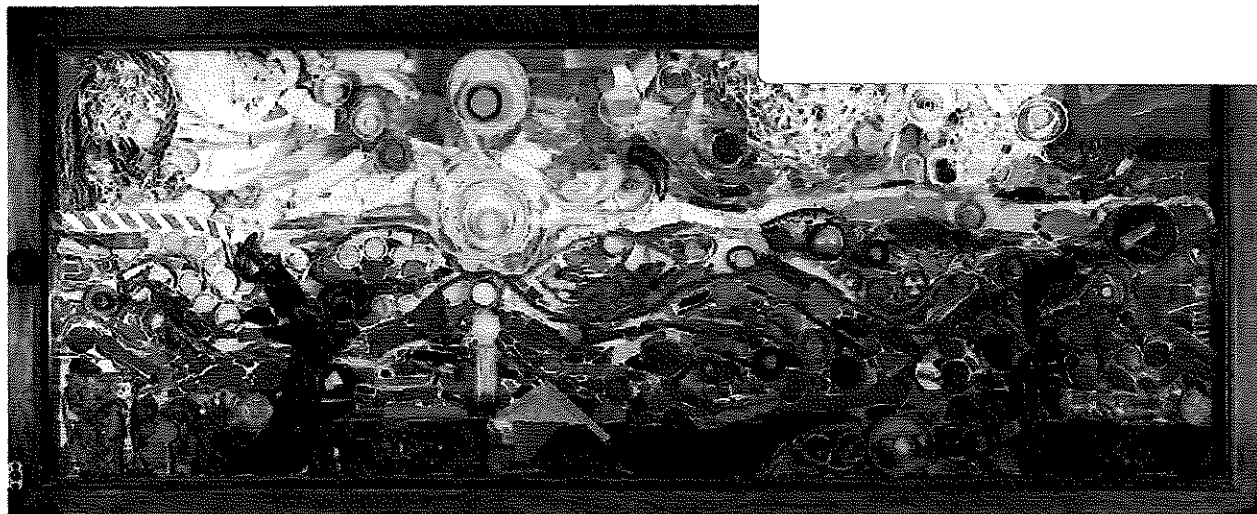
ASSEMBLAGE: Wall Pieces and
Figurative Sculptures

Reception - Thursday, June 9th 6-8 pm
Brief Artist Talk: 7pm

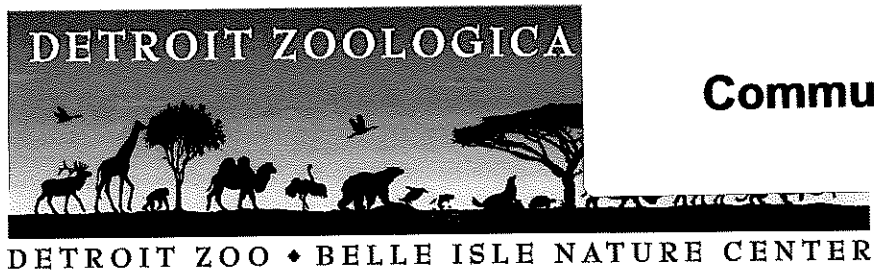
Artist-Led Exhibit Tour & Talk
Tuesday, June 14th 7-8 pm



Communication #2



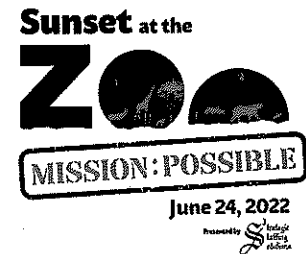
Woods Gallery, 26415 Scotia, Huntington Woods, MI 48070
Lower level Huntington Woods Library - open during library hours



Communication #3

May 27, 2022

Mr. Chris Wilson
Huntington Woods City Manager
City of Huntington Woods
26816 Scotia
Huntington Woods, MI 48070



Dear Mr. Wilson:

I am pleased to invite you to *Sunset at the Zoo: Mission Possible*, presented by Strategic Staffing Solutions, taking place on **Friday, June 24, 7-11 p.m.**

This annual 21-and-older event is more than just a great party - it raises funds that are essential for the Detroit Zoological Society's (DZS's) mission of *Celebrating and Saving Wildlife and Wild Places* – including high-impact programs that advance wildlife conservation, environmental sustainability, and humane education.

We hope you will join 2,000 loyal DZS supporters for a fun-filled evening unlike any other! *Sunset* will feature:

- **Exquisite Cuisine:** A strolling supper and dessert reception will offer tastes of signature dishes from some of metro Detroit's finest restaurants and favorite food trucks.
- **Delectable Drinks:** Guests can also enjoy a welcome toast sponsored by IBEW Local 58 and zoo-themed specialty drinks throughout the evening.
- **Incredible Live Entertainment:** Enjoy live music from the Main Stage by the Bluewater Kings Band, and additional talented acts throughout the Zoo.
- **"Zoonique" Prizes:** Bid high on exclusive items during the spectacular Silent and Live Auctions. Visit detroitzoo.org/sunset to preview the items.
- **Spectacular Habitats:** Enjoy exclusive access to many of the Detroit Zoo's spacious and naturalistic animal habitats until 8:30 p.m.

If you and one guest would like to be added to the guest list, please contact Kim Lauck at GCSI at (517) 484-6216 or lauck.kb@gcsionline.com by **June 10, 2022**. Please note this offer is non-transferable.

Please visit detroitzoo.org/sunset for additional details. I hope to see you at *Sunset at the Zoo*!

Sincerely,

Hayley W. Murphy, DVM
Executive Director/CEO



A Community Action Agency

Communication #4

Community Action Since 1964



Susan Harding
Chief Executive Officer

May 16, 2022

Central Office

196 Cesar E. Chavez Avenue
P.O. Box 430598
Pontiac, MI 48343-0598

T 248.209.2600
F 248.209.2645
E info@olhsa.org

South Office

711 W. 13 Mile Road
Madison Heights, MI 48071-1873

T 248.209.2600
F 248.209.2645
E info@olhsa.org

Livingston Office

2300 E. Grand River
Suite 107
Howell, MI 48843-7574

T 517.546.8500
F 517.546.3057
E livingston@olhsa.org

Mr. Chris Wilson

City of Huntington Woods, City Manager

Dear Mr. Wilson,

I am writing to inform you that Oakland Livingston Human Service Agency (OLHSA) will not be renewing the Water Residential Assistance Program (WRAP) contract with Great Lakes Water Authority (GLWA). Therefore, in the near future OLHSA will no longer administer WRAP in Oakland County. However, WRAP will still be available to your residents. The attached communication from GLWA provides additional detail.

Currently OLHSA holds a Community Action Alliance WRAP Memorandum of Agreement (MOA) with the City of Huntington Woods with no end date. However, the MOA allows for a 30 day written notice of termination by either party. This letter provides timely notification of the termination of the Community Action Alliance WRAP MOA between OLHSA and the City of Huntington Woods. Unless we hear otherwise from you, we will assume that you acknowledge this termination letter.

It should be noted that OLHSA is continuing to offer Low Income Household Water Assistance Program (LIHWAP) in Oakland County. If your community is not already participating in LIHWAP, please contact Barbara Jackson, OLHSA's Deputy Director of Welcome Center Services at 248-894-4529 or barbaraj@olhsa.org.

OLHSA has enjoyed working closely with the City of Huntington Woods. We plan to continue our strong partnership with the City of Huntington Woods and our shared vision of reaching the day when all families and communities thrive.

Regards,

Susan Harding, CCAP, NCRT
Chief Executive Officer
OLHSA, A Community Action Agency



The Great Lakes Water Authority (GLWA) has rolled out several Water Residential Assistance Program improvements over the past year. The next phase focuses on eliminating the administrative burden of the program to our member communities and expanding service delivery partnerships to increase utilization within Oakland County.

As this work is done, the program administration of WRAP for Oakland County residents will move from Oakland Livingston Human Services Agency (OLHSA) to Wayne Metropolitan Community Action Agency (Wayne Metro) in June 2022. GLWA, OLHSA and, Wayne Metro are working together toward a seamless transition of services, and no direct action is required by your community or your residents at this time.

GLWA would like to express its appreciation to OLHSA for its service to WRAP and those served in Oakland County and are grateful for the strong framework OLHSA put into place. GLWA and OLHSA will continue to support the region together and are exploring how we might continue to partner together.

Questions regarding the transition or specifics about WRAP can be directed to GLWA's Affordability & Assistance Manager, Madison Merzlyakov at Madison.Merzlyakov@glwater.org or (313) 580-3358.

PROCLAMATION

**A Proclamation
of the City of Huntington Woods
Recognizing June 2022 as LGBTQIA Pride Month**

WHEREAS, the City of Huntington Woods cherishes the value and dignity of each person and appreciates the importance of equality and freedom; and

WHEREAS, all are welcome in the City of Huntington Woods to live, work, play, and every family, in any shape, deserves a place to call home where they are safe, happy, and supported by friends and neighbors; and

WHEREAS, the City denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQIA and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the City appreciates the cultural, civic, and economic contributions of Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual (LGBTQIA) community which strengthen our social welfare; and

WHEREAS it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, despite being marginalized, LGBTQIA people continue to celebrate authenticity, acceptance, and love.

NOW THEREFORE BE IT RESOLVED that the members of this City Commission declare the month of June 2022 as LGBTQIA Pride Month in the City of Huntington Woods and urge residents to recognize the contributions made by members of the LGBTQIA community and to actively promote the principles of equality, liberty, and justice.

Proclaimed at the Regular City Commission meeting of June 7, 2022.

Mayor Robert F. Paul, III Mayor



Agenda #1

MANAGER'S MEMO

To: Honorable Mayor Paul, City Commission

From: Chris D. Wilson, City Manager

Date: June 3, 2022

Subject: Park Usage Rules and Regulations

At the last Commission meeting the issue of Park Usage Rules and Regulations was tabled to allow Commission members more time to provide input into the draft document. Most of the Commission members have done so as of the printing of the Commission Packet. Some additional modifications are still pending. I have included a draft version of the revised rules with all comments and changes to date. Should there be additional changes proposed between now and the meeting I will provide an updated draft as soon as possible.

CITY OF HUNTINGTON WOODS
DEPARTMENT OF PARKS AND RECREATION
OAKLAND COUNTY, MICHIGAN
PARK RESERVATION/USE POLICY

Park Availability: One reservation per park per weekend

PREAMBLE

The city has twelve community parks available for public use. The purpose of this policy is to establish rules and regulations for the use and operation of these parks and community events; encourage public and private events that support creating a Sense of Place; streamline the approval process for use of public parks; clarify responsibilities for event activities; protect the health, safety, and welfare of the public; mitigate the impact of use on residents; and protect the financial interest of the City of Huntington Woods.

POLICY

The City of Huntington Woods strives to provide parks and facilities for a variety of uses within the city. To ensure the satisfaction and success of the parks, the city has developed this Park Reservation/Use Policy to provide a detailed and prioritized statement of terms and rental rates for residents who use and rent the parks. The policy describes the terms, conditions, and user qualifications in connection with use of the following public parks owned by the city:

- Peasley Park
- Coolidge/Elgin Park
- Burton Community Park
- Burton Field (owned by Berkley School District, operated by the City)
- Val Jones Skate Park
- Men's Club Field
- Hassig Senior Park
- Reynolds Park
- 11 Mile/Huntington Park
- Alligator Park
- Lincoln/Pembroke/Concord Park
- Mary Kay Davis Park
- Statue Park

Applicants using or reserving City of Huntington Woods parks agree to abide by the following rules:

I. RULES APPLICABLE TO ALL PARKS

Unless otherwise indicated, the following rules apply to all city parks:

A. HOURS OF OPERATION

Unless otherwise indicated, all public parks will be closed at 10:00 p.m. each day and will remain closed to the public until 6:00 a.m. on the next day. Except as provided in section I.B, no person shall remain in or enter any public park between 10:00 p.m. and 6:00 a.m. Hours of operation may also be on display at the park. Reservations for Burton Field will not be accepted prior to 4:00 PM on School Days. Reservations may not be given if there is an impact on the integrity of Huntington Woods Parks & Recreation programming.

B. ACTIVITIES PERMITTED AFTER CLOSING

The following activities may continue in parks after the parks have been closed:

- (1) City-sponsored and city-supervised activities.
- (2) Activities sponsored by any individual or group that has applied for and received a permit for that activity from the city.
- (3) Activities of any city employee, contractor, custodial or maintenance personnel in the course of their duties.
- (4) Activities of any public safety officer while in performance of their duties.

C. ALCOHOL/SMOKING

Alcohol and smoking are strictly prohibited in city parks.

D. AMPLIFIED SOUNDS, LOUD OR EXCESSIVE NOISE

There shall be no loud or excessive noise or disturbances and amplified live music or bands is prohibited.

E. ANIMALS

- (1) No person, except a public safety officer acting in their official capacity or an agent of the Village, may injure, kill, or capture any wild animal, or disturb any wild animal's nest or its contents.
- (2) No pets are permitted in the park other than as part of City sponsored event.
- (3) Exception: This prohibition does not apply to service dogs. A service dog is defined as a dog that is individually trained to do work or perform tasks for individuals with disabilities.

F. PARK PROTECTION

No fires, open flames, candles, or liquid fuel devices shall be permitted or used under the gazebos or other permanent or temporary structure. Any request for a campfire or open flame needs approval from the Public Safety Department.

No person shall deposit lighted matches, burning cigars, cigarettes, tobacco paper or other flammable materials within or upon any city park property. Burning material or hot ashes may not be dumped into any trash containers or elsewhere within the boundaries of the city park unless such container or locality is marked as a receptacle for such material.

G. COMPLIANCE WITH LAW

Anyone using city parks and facilities shall comply with all city ordinances and federal and state laws.

H. DECORATIONS/BANNERS/ADVERTISEMENT

No nails, tacks, staples, adhesive materials, or other material that may damage any city structure or property may be used by any person. A park use permittee shall remove and properly dispose of all decorations at the conclusion of the event. The permittee shall be held responsible for any damage caused by the permittee or his/her/their guests to any structure or property.

No person shall distribute or place any sign or banner, advertisement or notice on park property without the prior written approval of the city.

I. DEFACING PROPERTY

No person shall write upon, mark, or deface in any manner, or use in an improper way, any park property or equipment found within a park.

J. FIREWORKS AND FIREARMS

(1) No person shall discharge any consumer fireworks in a park except in strict compliance with a permit issued by the city.

(2) No person shall discharge in any city park any firearm, air rifle, air pistol, bow and arrow, slingshot, or other instrument from which a dangerous projectile, including a metal, plastic, or rubber pellet (such as a BB), stone, or other hard object may be propelled.

K. HITTING GOLF BALLS

No person shall play golf or drive golf balls in a public park or playground.

L. INDECENT OR OBSCENE CONDUCT

No person shall engage in any indecent or obscene conduct in any city park or playground.

M. LITTER

No person may deposit litter in any city park or playground except in designated receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any other public place or private premises. Where receptacles are not provided, all litter must be removed from the park or playground by the person responsible for it and properly disposed of elsewhere in a lawful manner.

N. MOTOR VEHICLES

- (1) No person shall operate any motor vehicle or 2-, 3-, or 4-wheeled motorized scooter, with the exception of a wheelchair or other medical mobility device, in, upon or through any city park or playground, except in areas provided for the parking of motor vehicles, unless authorized by the city manager or his/her/their designee. Motorized wheelchairs, electric scooters or other PAMDs are allowed for those with disabilities that prevent them from using the park.
- (2) Parking a motor vehicle in any of the following places in a public park is strictly prohibited:
 - (a) On a sidewalk;
 - (b) In front of any driveway;
 - (c) Within an intersection;
 - (d) Within fifteen (15) feet of a fire hydrant or instructional building;
 - (e) On a crosswalk;
 - (f) At any place where official signs prohibit parking;
 - (g) At any place where parking is permitted for specific purposes unless the occupants of the vehicle are complying with the requirements of permitted use;
 - (h) On more than one (1) designated space;
 - (i) On any grass or landscaped area;
 - (j) On a playground or playing field.

O. APPLICANTS FOR PARK USE PERMIT

Applicants for a Park Use Permit must be a resident of the City of Huntington Woods and must show proof of residency. Applicants wishing to reserve a park must be 18 years of age or older. The Berkley School District may request to reserve a park for school-sponsored event.

Applications for a Park Use Permit may be obtained at and must be submitted in person at the Gilliam Recreation Center, 26325 Scotia Road, Monday through Friday, during regular office hours. Copies of the application are also available online at hwmi.org/CityDepartments/Recreation/Reservations. No phone reservations will be accepted. Reservations cannot be made more than eight (8) weeks in advance. Reservations must be made within five (5) days.

Vendors providing any inflatable device, interactive entertainment, or catering any food shall provide a Certificate of Liability Insurance with a minimum of \$1,000,000 for Commercial General Liability coverage within one (1) week after approval of the Park Use Permit or the application shall be considered denied. The City shall be endorsed as an additional insured. This endorsement shall be listed as the City of Huntington Woods, ATTN: City Manager, 26815 Scotia Road, Huntington Woods, MI 48070. A copy shall be emailed to hwrec@hwmi.org.

A reservation is not complete until the complete application is received and the application approved.

A reservation does not entitle the permit holder to the exclusive use of the park.

The city reserves the right to deny a Park Use Permit based on the applicant's past rental history, such as damaging city property, non-payment, or not following City rules and regulations. The city may also deny an application upon notice that an applicant has been convicted of malicious destruction of property or disorderly intoxication or is listed on the state's sex offender registry.

P. AVAILABILITY OF PARKS

All parks are provided on a first-come, first-served basis, unless reserved or permitted through the Parks and Recreation Department. Individuals not holding a Park Use Permit, or not participating in a city-sponsored program, must relinquish use to program participants or permit holders.

Q. PRIOR AUTHORIZATION FOR CERTAIN ACTIVITIES

Permittees shall require prior authorization for amusements, tents (weighted NOT staked), inflatable games, dunk tanks, restrooms, concessions, generators (as no electricity is supplied to the parks), speakers, and similar items. All equipment must be set up and removed the same day of the event.

R. RESTORATION, CLEANUP AND DAMAGE BOND

Permittee is required to remove all debris and refuse, decorations, signage, personal property and equipment upon completion of the purpose for which the Park Use Permit applies. The park is to be left clean with all garbage and refuse removed. Recycling is encouraged.

Permittee is responsible for all equipment, valuables and clothing left in the park.

Permittee accepts full responsibility for any all damages to the city park as a result of the use of the park which are over and above ordinary wear.

The Permittee may be required to deposit with the Huntington Woods City Clerk a restoration, cleanup, and damage bond in the form of cash or certified check payable to Huntington Woods in an amount determined by the city based on the use. The bond will be returned to the Permittee, without interest, within sixty (60) days after the expiration of the requested park use if the Permittee has fully performed the restoration and cleanup of the premises to an "as is" or better condition as prior the event as determined by the city. Should Permittee fail to restore and clean the park in satisfactory condition, the city may retain all or part of the bond. Permittee shall reimburse the city for its out-of-pocket expenses in excess of the bond amount for items including labor costs, trash disposal and repair costs to facilities and/or grounds. City staff is accessible to discuss out-of-pocket cost estimates and ways to reduce these costs. Invoices sent for reimbursement of out-of-pocket costs are due within thirty (30) days from issuance.

S. DONATIONS FOR PARK USE PERMITS

Donations for a Park Use Permit are non-refundable even if there is user cancellation or weather conditions that prevent the holding of the event.

T. WAIVER OF FEES AND DEPOSITS

The City in its sole discretion may waive any requirement for rental of City parks, including the requirement to obtain a Park Use Permit, or for holding any special event, for city organizations.



Agenda #2

Finance Department Memo

To: Mayor and City Commission
From: Tim Rowland, Finance Director
Date: May 27, 2022
Subject: Fourth Quarter 2021-2022 Budget Amendments

The Uniform Accounting and Budgeting Act requires budgets to be amended on a periodic basis as needed and that a local unit of government shall not incur expenditures more than the amount appropriated. As the end of the fiscal year approaches, a review of revenues and expenditures has identified multiple adjustments are needed.

General Fund: Revenues adjustments are needed to account for additional revenue for building permits and state revenue sharing. This is offset by reductions in revenue from library donations, district court, and investment income. Expenditure adjustments are needed in the DPW department for health insurance and increasing fuel costs.

Road Funds: Adjustments are required in the road funds for additional tree trimming costs due to the higher price with the new contractor.

Recreation: Revenues adjustments are included for the early childcare grant received as well as higher than anticipated Pre-K revenue. Expenditure adjustments include increased retirement and benefit costs as well as additional maintenance and supply costs associated with the pool.

11 Mile Road Debt: A minor adjustment of \$1,500 is needed to cover an additional invoice for the refinancing of the road bonds.

Sanitation Fund: A minor adjustment of \$2,830 is to cover additional retirement costs.

General Fund:		Budget	Projected Year End	Budget Adj
<u>Revenue:</u>				
Building Permits	101-000-453.000	220,000	288,000	\$ 68,000
Cable TV Fees	101-000-470.000	141,000	133,220	\$ (7,780)
Library Programming Donations	101-000-567.000	20,000	6,000	\$ (14,000)
State Revenue Sharing	101-000-576.000	700,000	730,000	\$ 30,000
District Court	101-000-656.000	53,000	42,000	\$ (11,000)
Investment Income	101-000-664.000	15,000	(42,540)	\$ (57,540)

Total Revenue Adjustment				\$ 7,680
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<u>Expenditure:</u>				
Benefits- DPW	101-441-724.000	17,550	19,000	\$ 1,450
Health Insurance- DPW	101-441-716.000	30,770	35,000	\$ 4,230
Gas & Oil	101-441-751.000	16,000	18,000	\$ 2,000
Total Expenditure Adjustment				\$ 7,680

Major Road Fund:		Budget	Projected Year End	Budget Adj
<u>Revenue:</u>				
Draw from Fund Balance	202-000-699.395	-	15,000	15,000

Total Revenue Adjustment				\$ 15,000
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<u>Expenditure:</u>				
Tree Trimming	202-463-818.007	94500	109500	\$ 15,000
Total Expenditure Adjustment				\$ 15,000

Local Road Fund:		Budget	Projected Year End	Budget Adj
<u>Revenue:</u>				
Draw from Fund Balance	203-000-699.395	29,000	55,000	26,000

Total Revenue Adjustment				\$ 26,000
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<u>Expenditure:</u>				
Tree Trimming	203-463-818.007	94500	120500	\$ 26,000
Total Expenditure Adjustment				\$ 26,000

Recreation Fund:		Budget	Projected Year End	Budget Adj
<u>Revenue:</u>				
State Grants	208-000-567.000	4,500	262,830	\$ 258,330
Pre K	208-000-654.009	90,000	105,000	\$ 15,000

Total Revenue Adjustment				\$ 284,330
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Expenditure:

Retirement- Admin	208-751-718.000	118,340	126,500	\$	8,160
Benefits	208-751-724.000	38,480	41,500	\$	3,020
Building Maintenance	208-751-931.000	30,000	43,000	\$	13,000
Retirement- Programs	208-753-718.000	61,130	73,000	\$	11,870
Health Insurance	208-753-716.000	41,590	46,000	\$	4,410
Contracts- Classes	208-753-803.002	68,000	75,000	\$	7,000
Credit Card Fees	208-753-956.000	8,000	17,000	\$	9,000
Pool Supplies	208-756-756.000	16,000	21,000	\$	5,000
Pool- Water & Gas	208-756-920.000	55,000	65,000	\$	10,000
Pool- Maintenance	208-756-931.000	10,000	18,000	\$	8,000
Total Expenditure Adjustment				\$	79,460

11 Mile Road Debt Fund**Revenue:**

Use of Fund Balance	303-000-699-395	-	1,500	\$	1,500
Total Revenue Adjustment				\$	1,500

Expenditure:

Paying Agent Fees	303-300-910.000	750	2,250	\$	1,500
Total Expenditure Adjustment				\$	1,500

Sanitation Fund**Revenue:**

Use of Fund Balance	515-000-699.395	-	2,830	\$	2,830
Total Revenue Adjustment				\$	2,830

Expenditure:

Retirement	515-500-718.000	17,070	19,900	\$	2,830
Total Expenditure Adjustment				\$	2,830



Agenda #3

Finance Department Memo

To: Mayor and City Commission
From: Tim Rowland, Finance Director
Date: May 25, 2022
Subject: Contract Extension for Auditing Services

In 2019 The City completed and RFP process and awarded a three year contract for auditing services to Maner Costerisan of Lansing Michigan based on six bids received at the time. Given the current changover in finance department staff, I believe it would be in our best interest to extend this contract rather than bid it our again. Maner Costerisan has prepared the enclosed engagement letter to extend the contract for three years at the following rates:

Year	Price	% increase over prior year
June 30, 2022	\$25,900	13%
June 30, 2023	\$27,800	9.3%
June 30, 2024	\$29,700	9.3%

Maner Costerisan has performed very well under the current contract. They have made many suggestions to improve our internal controls. They are always available to us throughout the year to assist with accounting questions at no additional charge. We have requested information from them about the companies DEI Policy and received a listing of efforts they have made in this area. This information is enclosed after the engagement letter. Staff is happy with the performance and recommends extending the contract for another three years.

Suggest Resolution: Moved by Commissioner _____ and supported by Commissioner _____ that the City of Huntington Woods enter into a contractual agreement with Maner Costerisan, CPA, of Lansing, Michigan, to perform annual audits for the fiscal years ending 6/30/22 to 6/30/24 in the amount of \$83,400.



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

✉ 517.323.6346

May 17, 2022

City of Huntington Woods
26815 Scotia Road
Huntington Woods, MI 48070

We are pleased to confirm our understanding of the services we are to provide the City of Huntington Woods for the years ending June 30, 2022, 2023, and 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Huntington Woods as of and for the years ending June 30, 2022, 2023, and 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Huntington Woods's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Huntington Woods's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules for the general fund and major special revenue funds
3. Defined benefit pension plan schedules
4. Other post-employment benefit plan schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Huntington Woods's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Combining financial statements for nonmajor funds
2. Budgetary comparison schedules for nonmajor governmental funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Statistical data included for the issuance of an annual comprehensive financial report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the City of Huntington Woods's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Huntington Woods in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Maner Costerisan and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maner Costerisan personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Aaron M. Stevens, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our audit fees will be billed based on the services rendered, plus out-of-pocket costs. Our standard hourly rates vary according to the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. Past due amounts are subject to a service fee of 1½% per month. In accordance with firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Third-party confirmation providers for certain financial institutions may invoice us for responding to confirmation requests and we will pass those costs through to you.

The fees for our audit services will be as follows:

Year Ending <u>June 30,</u>	<u>Financial Audit</u>
2022	\$ 25,900
2023	27,800
2024	29,700

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement letter. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We will provide copies of our reports to the City of Huntington Woods, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

This estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We understand we will be provided balanced records for each fund and that all accounts will be reconciled. If additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

The cost of the audit is based on the amount of time it takes to perform the audit of the City of Huntington Woods. Our charges for audit or management services are based on the level of the team member needed to perform the services. The hourly governmental audit billing rates for the 2022 calendar year are as follows:

Principal	\$ 285 - 360
Senior Manager	225 - 280
Manager	165 - 220
Associate	125 - 165
Administrative	110 - 120

These billing rates would also apply to any management services assistance (getting records to a point they can be appropriately audited without hindering our independence, assistance with MD&A preparation, etc.) which the City may request. These billing rates increase annually based on inflation and cost of living adjustments. If the City requests additional assistance during any of the years under contract that process would be over-and-above the noted audit costs and would be billed at the hourly rates of the individuals performing the services.

If certain circumstances are encountered, such as significant areas not being ready for audit that delay or disrupt fieldwork, or those issues listed above we will discuss them with you and negotiate additional billings. While we do not expect that there will be additional billings in any audit year, because of the discounted fee that is being proposed it is important that the City adhere to the agreed-upon audit schedule - allowing us to conduct the audit as efficiently as possible.

The above fees are estimates based on our understanding of the City's current structure. If we spend less time than anticipated in any of the above years, the City will only be billed that year for the value of the services received.

Because we are extremely interested in continuing to serve the City of Huntington Woods and the fact that our audit team members have a great deal of experience working with similar entities, we are proposing a discount to our audit cost estimate. The price schedule detailed above is a firm price assuming the City of Huntington Woods records are in reasonable condition and that we are provided reasonable staff assistance. If our team members spend more hours than the projected hours detailed above that are not due to unusual circumstances (i.e., unrecorded accruals, unbalanced records, improperly recorded activities, the state of the records being significantly different than what was stated, inadequate staff assistance, significant changes in auditing standards, etc.) then we will not bill for any amounts over the audit cost estimate. During the audit, we will spend approximately 20% more in fees than what is projected above, however, we will not bill you for that additional time, unless it exceeds the 20% amount which would be caused by circumstances such as those items listed above.

Our proposal is to provide the City of Huntington Woods with auditing services, rather than accounting services. The cost schedule detailed on the previous page assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If auditor-proposed journal entries are required in order for the financial statements to be fairly presented in accordance with generally accepted accounting principles, we propose a per entry fee of \$150. This fee will not be billed if there are less than ten entries in a given year.

The fees quoted above are based on the City of Huntington Woods's current levels of client assistance and expertise. Should any of these levels of assistance or expertise change during the period of our engagement, we may need to arrive at a new fee arrangement for the remainder of the agreement.

In any year that the City of Huntington Woods would like us to prepare the State of Michigan, Department of Treasury F-65 Form or Form Act 51, our fees will be based on our standard hourly rates.

If additional procedures are necessary to assist with the implementation of GASB Statement No. 87, GASB Statement No. 96, or other new accounting pronouncements, our fees will be based on the services rendered at our standard hourly rates.

During the term of this agreement and for a period of one year thereafter, neither party shall directly or indirectly, solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other party. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of the paragraph. The parties agree that any breach of this paragraph would damage the other party in an amount difficult to ascertain with certainty, and that in the event that either party breaches this provision resulting in the other party losing the services of an employee or independent contractor for any period of time, the breaching party shall pay to the other party an amount equal to the annual rate of compensation (paid by the non-breaching party for the immediate prior calendar year) of the applicable employee or independent contractor.

Our most recent peer review report accompanies this letter.

If reproduction or publication of financial statements audited by us, or any portion thereof, is intended, it is our policy that any master of printer's proofs be submitted to us for review prior to publication.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each audit is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement when we present to you the final audit report that relates to any given year.

Our audit report on the financial statements to be issued pursuant to this engagement is for your use. If it is your primary intent that our report will benefit or influence a third-party user, we must be informed prior to the beginning of the annual audit engagement.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

The City of Huntington Woods and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client or any other disputes will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the arbitrator pursuant to this agreement may be filed and entered and shall be enforceable in the appropriate court of the county in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Reporting

We will issue a written report upon completion of our audit of the City of Huntington Woods's financial statements. Our report will be addressed to management and those charged with governance of the City of Huntington Woods. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We appreciate the opportunity to be of service to the City of Huntington Woods and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Maner Costerisan PC

RESPONSE:

This letter correctly sets forth the understanding of the City of Huntington Woods.

By: _____

Title: _____

Date: _____

To: Maner Costerisan

After considering the qualifications of the accounting personnel of the City of Huntington Woods we believe they have the qualifications and abilities to generate financial statements, including the required footnotes, in accordance with U.S. generally accepted accounting principles. However, for convenience and other issues, we may contract with you to prepare our financial statements.

Signature: _____

Title: _____

Date: _____

ADDENDUM TO ENGAGEMENT LETTER

As part of the audit engagement, you have requested our assistance with the following services. *Government Auditing Standards* considers these services as “non-attest” or “non-audit” services. Management is required to review, approve and accept responsibility for any non-audit services we may perform.

- Preparation of the financial statements, including the related notes, required and additional supplementary information.
- Assistance with the preparation and submission of audit financial information required by law or regulations.
- Assistance with, or the preparation of, year-end adjusting journal entries and work papers.
- Access to a secure website to exchange information electronically.



Report on the Firm's System of Quality Control

July 30, 2020

To the Partners of Maner Costerisan PC and
the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Maner Costerisan PC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and an audit of a broker-dealer.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Maner Costerisan PC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Maner Costerisan PC has received a peer review rating of *pass*.

Reilly, Penner & Benton LLP

Reilly, Penner & Benton LLP

1233 N. Mayfair Road Suite #302 • Milwaukee, WI 53226-3255 • 414-271-7800

www.rpb.biz

Tim Rowland

From: Tim Rowland
Sent: Wednesday, May 25, 2022 11:14 AM
To: Tim Rowland
Subject: DEI Plan

From: Aaron Stevens <astevens@manercpa.com>
Sent: Wednesday, May 25, 2022 11:05 AM
To: Tim Rowland <trowland@hwmi.org>
Subject: RE: Status update

Hi Tim,

I believe we've made significant efforts, but we realize that DEI is an ongoing initiative. We have a commitment statement and our DEI initiative is part of our strategic plan for the firm, which is updated annually. Making the DEI initiative part of our strategic plan helps to hold us accountable.

We believe empowerment has a big place in our work community. We are committed to creating a culture that empowers individuals of all mindsets, skill sets, backgrounds and experiences. We know that when one part of our community thrives our whole community thrives.

Our DEI efforts so far include:

- Strategic planning – a commitment to DEI
- Utilizing our resources – AICPA, BDO Alliance, outside consultants
- Participation in the DEI Roundtable through the BDO Alliance
- Department Teams and Team Leaders concept was implemented throughout the firm
- DEI Survey was conducted firm-wide
- All staff DEI training
- Unconscious bias training
- Creation of a monthly culture and heritage calendar
- "Coffee and Conversation" program initiated with the firm topic being Women in Leadership

Ongoing efforts include:

- Flexible work schedules
- Coaching and mentoring
- Leadership DEI discussions
- Sharing learning opportunities through internal SharePoint sites
- Attendance at diversity recruiting events
- Effective on-boarding with advisors and training
- Inclusive employee engagement events

What's next:

- Continuing the "Coffee and Conversation" series
- Employee spotlights
- Staff advisory panel

- Continue training and building awareness

Taken from our strategic plan document, which is available to all staff through SharePoint:

Diversity, Equity, and Inclusion

DEI Commitment Statement:

Maner Costerisan is committed to creating a culture that embraces Diversity, Equity, and Inclusion. This dedication is illustrated through the development of our Diversity, Equity, and Inclusion program which is intended to increase employee engagement and ensure all Maner employees thrive in a culture that values the differences in our current and prospective team members and our clients. Diversity, Equity, and Inclusion is a long-term investment and we are committed to ensuring it grows and thrives at Maner.

Please let me know if you or anyone on Council have any further questions.

Thanks,
Aaron

Aaron Stevens, CPA | Principal

☎ 517.323.7500 | ☎ 517.886.9594 (Direct)

@ astevens@manercpa.com

2425 E. Grand River Ave., Suite 1, Lansing, MI 48912

manercpa.com





Agenda #4

OAKLAND COUNTY EXECUTIVE DAVID COULTER

Equalization Division

(248) 858-0740 | equal@oakgov.com

May 18, 2022

Heidi Barcholtz, City Clerk
City of Huntington Woods
26815 Scotia Rd
Huntington Woods, MI 48070

RE: Renewal of Contract for Assessing Services with the City of Huntington Woods

Dear Heidi Barcholtz:

The existing assessing contract between Oakland County Equalization and the City of Huntington Woods will expire on June 30, 2022. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials.

In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision: the cost per parcel has been adjusted by a 4% increase; as referenced in the letter dated April 14, 2022, from Deputy County Executive Sean Carlson. In summary, the cost per parcel to the city will be as follows:

Contract Year	Real Property Rate	Personal Property Rate
2022-2023	\$15.00	\$14.25

These rates will be effective for the period July 1, 2022, to June 30, 2023. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to reach out. You can contact Kimberly Hampton at 248-858-2039 or me at 248-221-0652.

Sincerely,

Kyle I. Jen
Director of Management and Budget
Oakland County

KIJ/kdh

Enclosures

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE SERVICES
WITH THE CITY OF HUNTINGTON WOODS
(Real and Personal Property Services)**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF HUNTINGTON WOODS (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the CITY OF HUNTINGTON WOODS, a Michigan Constitutional and Municipal Corporation whose address is 26815 Scotia, Huntington Woods, Michigan 48070 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

- A. The Municipality, pursuant to State law, including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
- B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.
- C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain legally mandated property appraisal and assessment responsibilities.
- D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
- E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality agree as follows:

- §1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", and "Party" and "Parties"), the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or

plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1. "County Agent" or "County Agents" means all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.
- 1.2. "Equalization Division Personnel" means a specific subset of and included as part of the larger group of County Agents as defined above and shall be further defined as all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For all purposes in this Contract, any reference to County Agents shall also include within that term all Equalization Division Personnel, but any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.
- 1.3. "Municipality Agent" or "Municipality Agents" means all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.4. "Claim(s)" mean all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts of any kind whatsoever which are imposed on, incurred by, or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of the performance or participation in this Contract.

- 1.5. "Municipality Taxpayer" means all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
 - 1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.
- §2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES. The full and complete scope of all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").
- 2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED. Equalization Division Assistance Services or Services, to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:
 - 2.1.1. This Contract is to provide for annual assessment of real and personal property from July 1, 2022 to June 30, 2023 as required by laws of the State of Michigan. The County shall make assessments of real and personal property within the Municipality pursuant to MCL 211.10d.
 - 2.1.2. The Equalization Division personnel will appraise all property, process all real and personal property description changes, prepare the assessment roll for real and personal property in the Municipality; attend March, July and December Boards of Review and other such duties as required by the State General Property Tax Laws. The Equalization Division personnel will also be available for consultation on all Michigan Tax Tribunal real and personal property and special assessment appeals and will assist the Municipality in the preparation of both the oral and written defense of appeals, as long as there is a current Contract in effect.
 - 2.2. PURPOSE OF COUNTY "SERVICES". The purpose of all Equalization Division Assistance Services or Services to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and the Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.
 - 2.3. MANNER COUNTY TO PROVIDE SERVICES. All Equalization Division Assistance Services or Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's Equalization Division Personnel.
 - 2.3.1. Equalization Division Personnel, including those certified as Michigan Master Assessing Officers (MMAO), shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

- 2.3.2. The County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with job instructions, job descriptions, and job specifications and shall in all circumstances control, supervise, train, or direct all Equalization Division Personnel in the performance of all Services under this Contract.
- 2.3.3. Except as otherwise expressly provided for herein, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide all such terms and conditions of employment and make all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.
- 2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's

training standards or proficiency(ies), any level or amount of required supervision, all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

- 2.3.5. Except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.
- 2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.
- 2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES". Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other services or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.
 - 2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.
 - 2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to

defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT. The Parties the term of this Contract shall begin on July 1, 2022 and shall end on June 30, 2023, without any further act or notice from either Party being required. All Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. Under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities, or obligations that the Municipality may incur shall not become a debt, liability, obligation, or Claim(s) against the County.

4.3. The Municipality shall at all times remain responsible for the ultimate completion of all Municipality duties or obligations under all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as otherwise expressly provided herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party.

- 5.1. Notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
 - 5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.
- §6. PAYMENT SCHEDULE. The Municipality shall pay to the County the following: For the contract year 2022-2023 the sum of \$15.00 for each real property description and \$14.25 for each personal property description rendered. Payment for the contract year 2022-2023 is payable on or before July 1, 2023.
- If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
- 6.1. All time incurred for Board of Review dates beyond the regular County working hours to be billed at the applicable Equalization Division personnel's overtime rate and charged to the Municipality over and above any other fees described in this Contract, with the following exceptions:
 - 6.1.1. One evening meeting as required by law under MCL § 211.30(3).
 - 6.1.2. Dates requiring overtime set by the Municipality Charter.
 - 6.2. The Municipality shall be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.
 - 6.3. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
 - 6.4. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be

calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

- 6.5. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 6.6. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any Services or performance obligations under this Contract.
- §7. LIABILITY. Each Party shall be responsible for any Claims made against that Party and for the acts of County Agents or Municipality Agents, as applicable. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 7.1. This Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any Services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.
- 7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special, or consequential damages, including, but not limited to any replacement costs for Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this

Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 7.3. Neither Party has any right pursuant to or under this Contract against the other Party to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the Party based upon any legal theories or alleged rights of any kind, whether known or unknown, for any alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against a Party and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this Contract, including, but not limited to, the applicable millage rate. Under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality shall be solely responsible for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all Services under this Contract. The County shall be solely responsible for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality shall be solely liable for all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or

other employment-related or based rights, including, but not limited to, those described in this section.

- 8.3. No Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.
 - 8.4. The Municipality shall provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the Municipality shall notify the County immediately of approval of any application for abatement or tax exemption.
 - 8.5. The Municipality shall inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality shall inform the County Agents regarding any millage increase (new) or renewal.
 - 8.6. The Municipality is responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.
 - 8.7. The Municipality Agents shall perform the following functions:
 - 8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.
 - 8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.
 - 8.7.3. Be responsible for the establishment, accuracy, and compilation of all Special Assessment rolls in the Municipality.
 - 8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.
 - 8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.
 - 8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and it shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the County Agents performing said tasks.
- §9. INDEPENDENT CONTRACTOR. The County's and/or County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. No liability, right, or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §10. COUNTY PRIORITIZATION OF COUNTY RESOURCES. This Contract does not, and is not intended to, create either any absolute right in favor of the Municipality or any correspondent absolute duty or obligation upon the County, to guarantee that any specific

number(s) or classification of County Agents will be present on any given day to provide Services to the Municipality.

§11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2. All Municipality obligations, including, but not limited to, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§12. EFFECTIVE DATE, CONTRACT APPROVAL, AND AMENDMENT. This Contract, and/or any amendments thereto, shall be approved by resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the County Clerk, the Clerk for the Municipality, and the Secretary of State.

§13. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties, this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

§14. CONSTRUED AS A WHOLE. The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.

§15. CAPTIONS. The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.

§16. NOTICES. Except as otherwise expressly provided for herein, all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that

signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

§17. WAIVER OF BREACH. The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

§18. ENTIRE CONTRACT. This Contract sets forth the entire agreement between the County and the Municipality and supersedes all prior agreements or understandings between them in any way related to the subject matter hereof. All terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

The undersigned execute this Contract on behalf of the Parties and by doing so legally obligate and bind the Parties to this Contract.

IN WITNESS WHEREOF, Robert F. Paul III, Mayor of the City of Huntington Woods, acknowledges that he has been authorized by a resolution of the Governing Body of the City of Huntington Woods to execute this Contract and accepts and binds the City of Huntington Woods to this Contract.

EXECUTED: _____ DATE: _____
Robert F. Paul III, Mayor
City of Huntington Woods

WITNESSED: _____ DATE: _____
Heidi Barckholtz, Clerk
City of Huntington Woods

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Contract and accepts and binds Oakland County to this Contract.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
ATTORNEYS AT LAW

Agenda #5

MEMORANDUM

TO: Huntington Woods City Commission

CC: Carol Rosati, City Attorney

FROM: Joellen Shortley, Assistant City Attorney

DATE: May 24, 2022

SUBJECT: Comcast Uniform Video Service Local Franchise Agreement Renewal
("Video Franchise Agreement")

In a letter dated May 9, 2020, Comcast requested the City approve a renewal of its Video Franchise Agreement. The City entered into a Video Franchise Agreement with Comcast in May of 2012, which will soon 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 fee. If there was an existing franchise agreement in effect

when Act 480 became effective, that is the PEG fee that remains going forward. MCL 484.3306(8)(b). According to the 2012 franchise agreement Comcast was paying a 1% PEG fee to the City when Act 480 became effective in January of 2007. Therefore, the 1% PEG continues as the fee for the new agreement.

The current agreement contains a 5% franchise fee. 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 an exact description of the video service footprint to be served, however, Comcast is not required to provide this information because it qualifies for an exemption given to providers with 1,000,000 or more access lines in the state. MCL 484.3302(e).

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 June 7, 2022, City Commission 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 Comcast Uniform Video Service Local Franchise Agreement Renewal with a 5% franchise fee and a 1% PEG fee.



Sent via UPS

May 9, 2022

Ms. Heidi Barckholtz, Clerk
City of Hunting Woods
26815 Scotia
Huntington Woods, MI 48070

Re: Michigan Uniform Video Service Local Franchise Agreement Renewal

Dear Ms. Barckholtz:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, and with provisions set forth in Section 3(7) of Public Act 480 of 2006, enclosed please find two completed Renewal Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1's thereto filed on behalf of Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC. *Kindly return one executed copy of the Agreement to me in the self-addressed stamped envelope.*

You will find several stickers attached to the document indicating where the Franchising Entity is required to supply information. Please note that on page 9 of the UVSLFA in the box entitled, "Franchise Agreement (Franchising Entity to Complete), the "Date submitted" is the date the Franchising Entity receives the Agreement from Comcast and the "Date completed and approved" is when the Franchising Entity signs the Agreement.

If you have any questions, please contact me directly at 517-930-6771 or Matt Kelley, Director, Government Affairs, at 317-771-2104.

Sincerely,

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

Ben Miller
Director, Government Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911

Enclosure

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) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

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 Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Colorado Corporation doing business as Comcast.

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 1%) 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 1% 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)(I) 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)

City of Huntington Woods:

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.
Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 734-892-2159

2.
2605 Circle 75 Pkwy SE
Atlanta, GA 30339

Attn: Sr. Vice President, Government Relations

3.
One Comcast Center
Philadelphia, PA 19103

Attn: Government Affairs Department

Attn:

Fax No.:

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

XVI. Miscellaneous

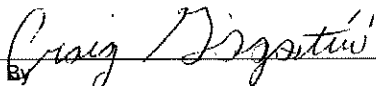
- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on 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


**Comcast of Florida/Michigan/New Mexico/
Pennsylvania/Washington, LLC., a Colorado
Corporation doing business as Comcast**

By _____
Print Name _____
Title _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
Email _____


By _____
Print Name Craig D'Agostini
Title Vice President of Government and Regulatory Affairs
Address 41112 Concept Drive
City, State, Zip Plymouth, MI 48170
Phone 734 359-2240
Fax 734-892-2159
Email Craig_D'agostini@cable.comcast.com

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: May 2, 2022		
Applicant's Name: Comcast of Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 31-1063218		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government and Regulatory Affairs

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

Name: Ben Miller		
Title: Director, Government & Regulatory Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: (517) 930-6771	Fax:	Email: Benjamin_Miller4@comcast.com

Name: Matt Kelley		
Title: Director, Government Affairs		
Address: 720 Taylor St., Ft. Wayne, IN 46802		
Phone: 317-771-2104	Fax:	Email: Matthew_Kelley@cable.comcast.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.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[**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, Craig D'Agostini, 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): Craig D'Agostini, Vice President of Government & Regulatory Affairs

Signature:

Craig D'Agostini

Date: May 3, 2022

(Franchising Entity)

City of Huntington Woods, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

ATTACHMENT 1



Agenda #6

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.
- (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.
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(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.

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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