

Regular Meeting of the City Commission
Tuesday, September 19, 2023
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 August 15, 2023
2. Special Meeting Minutes of August 15, 2023
3. Special Meeting of September 5, 2023
4. Approval of Warrant 404
5. Reports and Minutes
 - a. Anti-Racism Advisory Committee – August 8, 2023
 - b. Arts and Garden Board – May 16, 2023
 - c. Arts and Garden Board – July 18, 2023
 - d. Historic District Commission – January 4, 2023
 - e. Historic District Commission – April 3, 2023
 - f. Historic District Commission – May 24, 2023
 - g. Library Advisory Board – May 15, 2023
 - h. Zoning Board of Appeals – April 19, 2023
 - i. Treasurer's Report – July 2023

COMMUNICATIONS

PROCLAMATION

1. Proclamation declaring September 8th Lissencephaly Awareness Day
2. Proclamation declaring September 15th through October 15th 2023 as Hispanic Heritage Month
3. Proclamation declaring September 2023 National Recovery Month
4. Proclamation declaring September 2023 National Suicide Prevention Month

COUNTY COMMISSIONER AND ELECTED OFFICIAL REMARKS

PUBLIC PARTICIPATION

ITEMS OF BUSINESS

1. City of Huntington Woods Library Presentation – Deb Hemmye
2. Resolution R- 2023: Matter of consideration to receive and file the 2023 PASER Rating Report.
3. Resolution R- 2023: Matter of consideration to approve the Agreement for Assessing Services between Oakland County and the City of Huntington Woods.
4. Resolution R- 2023: Matter of consideration to approve the Agreement for Election Services Between Oakland County and City of Berkley and City of Huntington Woods and City of Oak Park and City of Pleasant Ridge.

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: Ethan Haan, ADA Coordinator, Huntington Woods City Hall, 26815 Scotia, Huntington Woods, MI 48070, (248 581-2640). Deaf-Tel (1-248-541-1180).

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE CITY COMMISSION
MINUTES
August 15, 2023
7:30 p.m.
CITY HALL
DRAFT

Mayor Paul called the Meeting to order at 7:30 p.m.

PRESENT: Mayor Paul, Mayor Pro Tem Jenks, Commissioner Olsman, and Commissioner Rozell

ABSENT: Commissioner Elder (excused)

City Staff Present: City Manager Wilson, Finance Director Haan, City Clerk Barckholtz, Deputy Clerk Wagner and City Attorney Rosati

APPROVAL OF AGENDA

Moved by Mayor Pro Tem Jenks and seconded by Commissioner Rozell to approve the August 15, 2023 agenda as presented.

Ayes: Paul, Jenks, Olsman, Rozell

Nays: None

Absent: Elder

The Motion Carried.

APPROVAL OF CONSENT AGENDA

Moved by Commissioner Rozell and seconded by Commissioner Olsman to approve the August 15, 2023 Consent Agenda as presented.

Ayes: Paul, Jenks, Olsman, Rozell

Nays: None

Absent: Elder

The Motion Carried.

COMMUNICATIONS

None

COUNTY COMMISSIONER AND ELECTED OFFICIAL REMARKS

None

PUBLIC PARTICIPATION:

- Sixteen Huntington Woods residents spoke in favor and the continuation of the Anti-Racism Advisory Committee.
- Two residents spoke about concerns with the DEI Report and the function of the Anti-Racism Advisory Committee.
- One resident noted concerns with trash containment at the 1-800 Pain Clinic located on Woodward and questioned if enforcement would be taken against the owner.
- One resident noted concern with the lack of snow removal during weekend snow events.
- One resident noted concern with the Val Jones Park and lack of City action being taken to remedy noted concerns.

Commissioner Rozell:

Asked that a recording of tonight's meeting be sent to the Berkely Superintendent and school board, so they are aware of the racial inequalities being experienced in the Berkley School system.

Mayor Paul:

Clarified for the public that there is no plan to disband the Anti-Racism Advisory Committee. The Commission will continue to work with the ARAC to improve communication on the direction of the ARAC.

RESOLUTION-32-2023

Matter of consideration to approve the proposal from MKSK for a Climate Action Plan.

Manager Wilson presented the proposal to the Commission noting the Environmental Sustainability Advisory Committee (ESAC) is attempting to develop a Climate Action Plan for the City of Huntington Woods. Development of a Climate Action Plans was a recommendation of the 2019 Energy Plan and also a discussion topic from the Planning Commission during the development of the last Master Plan. The goal of a Climate Action Plan is to develop metrics by which the City can measure and monitor its environmental impact and implement policies, procedures and strategies that will make the City more environmentally sustainable. A Climate Action Plan will also assist in guiding future capital and infrastructure investment and could benefit in the City's efforts to procure grant funding for green infrastructure.

City Administration sought a proposal from MKSK to produce a Climate Action Plan (CAP). MKSK is the firm that did the most recent update to the City's Master Plan. The plan included a section on Sustainability. MKSK's existing relationship and familiarity between the City and City staff make them a good fit for this assignment. A copy of the proposal from MSKS was provided to the Commission. The total project estimate is not to exceed \$15,000.

Moved by Mayor Pro Tem Jenks and seconded by Commissioner Olsman to approve the proposal from MKSK for a Climate Action Plan not to exceed \$15,000.

Public Comments:

Harold Stack – Talbot Ave.

Noted concerns with MKSK being selected for the Climate Action Plan.

The Ayes: Paul, Jenks, Olsman, Rozell

Nays: None

Absent: Elder

The Motion Carried

BOARDS, COMMISSIONS, AND COMMITTEE APPOINTMENTS:

Moved by Commissioner Rozell and seconded by Commissioner Olsman to appoint Kimberly Skryn to the Environmental Advisory Committee and Beatrice Robinson to the Anti-Racism Advisory Committee as the student representative.

The Ayes: Paul, Jenks, Olsman, Rozell

Nays: None

Absent: Elder

The Motion Carried

CITY MANAGER'S REPORT

- The July 28, 2023 event at the Rackham Golf course dedicating the historic marker for the golf course and Ben Davis went very well. There was a good turnout with various elected officials in attendance. Thanked City Staff and the Commission for their work in the planning of the event.
- The Berkley School election went well with another solid turn out by Huntington Woods residents. Thanked the City staff and the election workers for the hard work.
- The City recently changed landscaping services, moving on to Great Lakes Landscaping. They have made solid updates to parks and City grounds.
- The City has been working with Mrs. Stone and the install of the pavers for her Right of Way parking space approved at a previous meeting.

- Noted the upcoming Dream Cruise thanking Public Safety and the Department of Public Works for the hard work they always do with the event.

Commissioner Rozell:

Asked that the City Manager work on getting a meeting about the City parks scheduled as soon as possible.

ADJOURNMENT:

Moved by Commissioner Rozell Seconded by Commissioner Olsman, to adjourn the regular City Commission meeting.

Ayes: Paul, Jenks, Olsman, Rozell, Olsman

Nays: None

Absent: Elder

The Motion Carried, meeting adjourned at 9:03 p.m.

Heidi Barckholtz, City Clerk

Robert F. Paul, III, Mayor

DRAFT

Consent Agenda #2

CITY OF HUNTINGTON WOODS
SPECIAL MEETING OF THE CITY COMMISSION
MINUTES

Tuesday, August 15, 2023

7:00 p.m.

City Hall

Mayor Paul called the Meeting to order at 7:00 p.m.

PRESENT: Mayor Paul, Mayor Pro-Tem Jenks, Commissioner Rozell, and
Commissioner Olsman

ABSENT: Commissioner Elder (excused)

INTERVIEW OF CANDIDATES FOR VACANCIES ON BOARDS AND COMMITTEES

The City Commission interviewed candidates for the vacancies on boards and
commissions.

7:00 Kimberly Skryd

7:15 Beatrice Robinson

PUBLIC PARTICIPATION

None

Moved by Commissioner Rozell and seconded by Commissioner Jenks to adjourn the Special
Meeting of the City Commission.

Ayes: Paul, Jenks, Olsman, Rozell

Nays: None

Absent: Elder (excused)

The Motion carried, meeting adjourned at 7:59 p.m.

Heidi Barckholtz, City Clerk

DRAFT

Consent Agenda #3

CITY OF HUNTINGTON WOODS
SPECIAL MEETING OF THE CITY COMMISSION
MINUTES

Tuesday, September 5, 2023
5:30 p.m.
City Hall

Mayor Paul called the Meeting to order at 5:30 p.m.

PRESENT: Mayor Paul, Mayor Pro Tem Jenks, Commissioner Rozell,
Commissioner Elder and Commissioner Olsman

ABSENT: None

AGENDA:

Moved by Commissioner Rozell and seconded by Commissioner Elder to
approve the agenda for the September 5, 2023 Special Meeting.

Ayes: Paul, Olsman, Jenks, Elder, Olsman

Nays: None

Absent: None

The Motion carried.

Update on 2023 Greenspace Maintenance Plan

Manager Wilson shared an update about the 2023 Greenspace Bid and asked Ivan Katz of Great Lakes Landscaping and Design to provide more information on the landscaping efforts taking place at various City parks.

Commissioner Comments

Rozell:

Asked a few questions of Mr. Katz regarding medium and long term needs of the various City parks.

Elder:

Referenced a few City parks that need more maintenance than others including the Community Garden.

Jenks:

Spoke about Scotia Park being the center of the City requiring more maintenance.

The Commission continued with general discussion about the terms of a long-term management plan.

Proposal from MKSK on Parks Capital Asset Management Plan

Manager Wilson noted that after meetings with the City Commission and working with the Parks and Recreation Board, they identified the need to approach our planning and budgeting more strategically for capital asset management and planning for City parks. The Recreation Master Plan from 2023 provided some direction in the identification of parks and assets within those parks that need replacement or capital improvement. The development of a Capital Asset Management Plan could be utilized as part of the annual budgeting process to prioritize the funding and grant application process. The City contacted MKSK to inquire about getting their assistance in creating such a plan. MKSK provided a proposal that would collaborate with City Staff with direction and guidance from the City Commission and the Parks and Recreation Board to draft a Capital Asset Management Plan for City parks.

After reviewing the proposal, he feels it is the proper scope and focus for the City's needs.

A general discussion was held regarding the MKSK plan that was presented.

Public Comments:

Hal Stak – Asked multiple clarification questions concerning MKSK.

Mary Cooper – Asked about the current maintenance plans for City parks.

Gail Linden – Commented on the bid process for the Parks Capital Asset Plan.

Jessica Steinhart – Implored the Commission to consider staffing for equipment maintenance.

Joe Egan – Thanked the Commission for getting the Parks Study together.

No action was taken on this matter.

PUBLIC PARTICIPATION:

Fourteen public comments were received regarding concerns about Val Jones Park including the fact the police reports on Val Jones park as reported by the City were different than those found in a Public Safety FIOA request. One comment was received regarding the repair of the Elgin Park renovation.

Manager Wilson provided feedback on Val Jones Park noting the City is aware of the concerns and will continue to work on addressing the various issues.

Mayor Paul, Commissioner Olsman, Commissioner Rozell and Commissioner Jenks also recognized resident concerns with Commissioner Rozell inquiring about the Federal Grant Requirement related to Val Jones Park.

ADJOURNMENT:

Moved by Commissioner Rozell and seconded by Commissioner Olsman to adjourn the Special Meeting of the City Commission.

Ayes: Paul, Jenks, Rozell, Elder, Olsman

Nays: None

Absent: None

The Motion carried, meeting adjourned at 7:00 p.m.

Heidi Barckholtz, City Clerk

Consent Agenda #4

AGENDA ITEM WARRANT #404

RESOLUTION

Moved by Commissioner _____ Supported by Commissioner _____ that the attached transfers and disbursements as listed on the Accounts Payable Distribution Report due by September 15th, 2023 and paid between August 12th, 2023 and September 15th, 2023 on pages 1 through 11 in the amount of \$4,353,748.97 to be approved and paid, subject to full audit.

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 6 FLAGSTAR BANK - AP ACCT						
08/17/2023	6	46813	10833	ABSOPURE WATER COMPANY	WATER WATER COOLER RENTAL WATER WATER	48.20 12.00 71.30 55.90 187.40
08/17/2023	6	46814	11604	AL'S ASPHALT PAVING CO.	2023 PAVEMENT RESURFACING PROJECT - WINC 2023 PAVEMENT RESURFACING PROJECT - TALB 2023 PAVEMENT RESURFACING - WINCHESTER 2023 PAVEMENT RESURFACING - TALBOT AVE	17,632.18 6,591.55 143,611.79 40,744.55 208,580.07
08/17/2023	6	46815	10951	AMAZON CAPITAL SERVICES INC	KEYBOARD AND MOUSE TIME CLOCK KITCHEN/BATHROOM SUPPLIES SCRAPBOOK PAPER LIBRARY SUPPLIES LIBRARY SUPPLIES BOOKS LIBRARY SUPPLIES	24.99 334.29 74.80 19.98 40.75 72.15 65.58 21.17 653.71
08/17/2023	6	46816	09447	APPLIED INNOVATION	COPIER METER	35.88
08/17/2023	6	46817	08683	AQUATIC SOURCE	CREATE/INSTALL WHITE TOWER PLAY FEATURE	1,836.00
08/17/2023	6	46818	02634	ARBOR OAKLAND GROUP	NEWSLETTER	2,551.71
08/17/2023	6	46819	MISC	AT LESS DRAIN CLEANING	BOND REFUND - PERMIT #PSW23018 10724 VER	500.00
08/17/2023	6	46820	00017	BAKER & TAYLOR BOOKS	BOOKS BOOKS BOOKS BOOKS BOOKS BOOKS	819.61 173.60 127.18 384.43 380.94 212.63 2,098.39
08/17/2023	6	46821	02756	JENNIFER BARTLEMAN	8/8/23 ELECTION INSPECTOR	200.00
08/17/2023	6	46822	08624	JOANNA BLACK-BOELIO	8/8/23 ELECTION INSPECTOR	118.00
08/17/2023	6	46823	07754	BLUE CROSS BLUE SHIELD OF MICH	GROUP #007006045-0008 GROUP #007006045-0009 GROUP #007006045-0010	11,593.73 1,125.60 51,552.75 64,272.08
08/17/2023	6	46824	11619	BOB BROOKS COMPUTER SALES, INC.	PRINTERS FOR VOTER ASSIST TERMINALS	180.75
08/17/2023	6	46825	11199	LINDA BODZIN	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46826	00869	BOOK BEAT	BOOKS	230.30
08/17/2023	6	46827	04682	BOOKPAGE	BOOKPAGE SUBSCRIPTION	1,098.00
08/17/2023	6	46828	07115	BOUNCE ABOUT	BOUNCE HOUSES FOR CARNIVAL	475.00
08/17/2023	6	46829	11222	JORY BROOKS	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46830	07887	JULIE BROOKS	8/8/23 ELECTION INSPECTOR	230.00
08/17/2023	6	46831	07736	CINTAS CORPORATION #31	WEEKLY MAT SERVICE WEEKLY MAT SERVICE	16.35 19.84

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/17/2023	6	46832	11621	COLLABORATIVE SUMMER LIBRARY PROGRA	SUPPLIES FOR CHILDREN'S READING PROGRAM	291.93
08/17/2023	6	46833	00040	CONSUMERS ENERGY	ACCT #1000 1256 6178 - 26815 SCOTIA ACCT #1000 0022 3410 - 26325 SCOTIA RD S ACCT #1000 0022 3469 - 26325 SCOTIA STE ACCT #1000 1256 5949 - 26415 SCOTIA ACCT #1000 1256 6087 - 12755 W. 11 MILE ACCT #1000 1256 6020 - 12795 W. 11 MILE	26.52 1,518.54 241.36 99.56 118.27 107.43 2,111.68
08/17/2023	6	46834	09216	CORELOGIC	SUMMER TAX REFUND - #32-25-20-256-017	8,821.97
08/17/2023	6	46835	11596	DALAS STEWART	SONG FOR JUNETENTH CELEBRATION	100.00
08/17/2023	6	46836	11620	DAYSMAST SOFTWARE	RECPRO KEY TAGS - 2,500	1,000.00
08/17/2023	6	46837	11608	DEB HEMMYE	8/8/23 ELECTION INSPECTOR	230.00
08/17/2023	6	46838	06059	JAMES DEIGHTON	8/8/23 ELECTION INSPECTOR	230.00
08/17/2023	6	46839	00045	DEMCO	CIRC. MATERIALS CIRC. MATERIALS	149.64 99.56 249.20
08/17/2023	6	46840	00048	DTE ENERGY	ACCT #9200 098 8205 0 - 8020 HENDRIE ACCT #9100 068 0871 1 - 26415 SCOTIA RM ACCT #9100 084 6344 0 - 8621 NADINE ACCT #9100 084 6321 8 - 10514 LASALLE BL ACCT #9100 075 2082 8 - 26325 SCOTIA ACCT #9100 084 6395 2 - 8725 W. 11 MILE ACCT #9100 084 6333 3 - 13203 WALES ACCT #9100 084 7601 2 - 12801 W. 11 MILE ACCT #9100 084 7615 2 - 25820 SCOTIA	18.66 52.72 14.92 39.35 2,261.84 26.92 14.89 25.24 17.72 2,472.26
08/17/2023	6	46841	10120	EHIM	CLAIMS FUNDING ADMINISTRATIVE FEE - MEDICAL WRAP	10,023.63 671.00 10,694.63
08/17/2023	6	46842	MISC	ERIN GALL	REIMBURSEMENT FOR GIFT CARDS	40.00
08/17/2023	6	46843	00932	CITY OF FERNDALE	LEAF SEASON- FERDALE YARD USAGE	4,769.73
08/17/2023	6	46844	10447	FIRST ADVANTAGE LNS OCCUPATIONAL	EMPLOYEE TESTING	511.75
08/17/2023	6	46845	11307	SCOTT GLOWINSKI	JULY 2023 INSPECTIONS	2,134.00
08/17/2023	6	46846	00651	HUNTINGTON WOODS LUTHERAN CHURCH	ELECTION DAY CHURCH USAGE	300.00
08/17/2023	6	46847	11521	JASON WINE	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46848	04943	JOE'S AUTO PARTS	AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS	23.98 107.16 12.45 24.58 168.17

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/17/2023	6	46849	11197	COREY KRAUSE	8/8/23 ELECTION INSPECTOR	175.00
08/17/2023	6	46850	01692	KUSTOM SIGNALS INC	EAGLE 3 SE09477 UNIT	2,490.00
08/17/2023	6	46851	05357	TERRY LANDA	8/8/23 ELECTION INSPECTOR	118.00
08/17/2023	6	46852	05454	LEISURE UNLIMITED LLC	PRESCHOOL SOCCER CAMP SPORTS STARTER CAMP	105.00 210.00 315.00
08/17/2023	6	46853	06727	LERETA TAX SERVICE	SUMMER TAX REFUND 32-25-20-279-001	11,041.05
08/17/2023	6	46854	10764	LEXISNEXIS RISK SOLUTIONS	MONTHLY SUBSCRIPTION FEE MONTHLY SUBSCRIPTION FEE	50.00 50.00 100.00
08/17/2023	6	46855	11219	LINDA FALKIEWICZ	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46856	11480	LINDA WALKER	8/8/23 ELECTION INSPECTOR	175.00
08/17/2023	6	46857	11224	LORI DWAN	8/8/23 ELECTION INSPECTOR	100.00
08/17/2023	6	46858	10710	MAJIK GRAPHICS	GRAPHICS ON 2023 CHEVY TAHOE	625.00
08/17/2023	6	46859	MISC	MARK RYZI	BD Bond Refund	1,125.00
08/17/2023	6	46860	11216	MARVIN HOROWITZ	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46861	11478	MARY BRIGMAN	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46862	00132	MML WORKERS COMP FUND	WORKERS' COMP INSURANCE	15,009.00
08/17/2023	6	46863	03979	NORTHWEST POOLS, INC.	POOL CHEMICALS	429.30
08/17/2023	6	46864	11032	OAKLAND COUNTY TREASURER	DELINQUENT TAX COLLECTION DELINQUENT TAX COLLECTION	14,776.45 7,926.82 22,703.27
08/17/2023	6	46865	08672	PIEDMONT CONCRETE INC	CONCRETE CONCRETE	1,220.50 405.50 1,626.00
08/17/2023	6	46866	04253	PRINTING SYSTEMS, INC.	ELECTION SUPPLIES	66.35
08/17/2023	6	46867	11519	RAY OGLESBY	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46868	00108	RKA PETROLEUM COMPANIES, INC.	GASOLINE	2,540.56
08/17/2023	6	46869	09914	ROSATI SCHULTZ JOPPICH AMTSBUECHLER	JULY LEGAL FEES - CODE VIOLATIONS JULY LEGAL FEES - LABOR/EMPLOYMENT MATTE JULY LEGAL FEES - RETAINER WORK	2,848.50 1,977.50 4,517.40 9,343.40
08/17/2023	6	46870	11196	GRAHAM SHECKELS	8/8/23 ELECTION INSPECTOR	200.00
08/17/2023	6	46871	08356	SHERWIN WILLIAMS	PAINT/SUPPLIES	382.97
08/17/2023	6	46872	11518	SID KARON	8/8/23 ELECTION INSPECTOR	205.00
08/17/2023	6	46873	00209	SOC RESOURCE RECOVERY AUTHORITY	BASIC REFUSE, RECYCLABLES, & YARD WASTE	18,726.00
08/17/2023	6	46874	00210	SOC WATER AUTHORITY	LEAD SERVICE LINE REPLACEMENT	24,005.60
08/17/2023	6	46875	04095	SONITROL GREAT LAKES - MICHIGAN	ALARM - 12775 W. 11 MILE	164.75
08/17/2023	6	46876	11594	SPRINGLINE EXCAVATING LLC	2023 PAVEMENT RECONSTRUCTION - PEMBROKE 2023 PAVEMENT RECONSTRUCTION - SALEM ROA 2023 PAVEMENT RECONSTRUCTION - NADINE/SA 2023 PAVEMENT RECONSTRUCTION - HENDRIE B 2023 PAVEMENT RECONSTRUCTION - DUNDEE 2023 PAVEMENT RECONSTRUCTION - HEREFORD	52,218.36 19,415.25 234,574.25 128,384.55 16,509.18 19,694.00 470,795.59
08/17/2023	6	46877	11476	STEVE POLLACK	8/8/23 ELECTION INSPECTOR	118.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/17/2023	6	46878	07138	TOSHIBA AMERICA BUSINESS SOLUTIONS	METER CHARGES FOR CITY PRINTERS PRINTER MAINTENANCE CHARGES	179.20 215.00 <u>394.20</u>
08/17/2023	6	46879	08166	TRUCK & TRAILER SPECIALTIES INC	INSTALL CUSTOM LIGHTING/ELECTRICAL FOR F	3,568.00
08/17/2023	6	46880	11297	WINNING IMPRINTS AND CUSTOM TROP.	ADVENTURE SQUAD T-SHIRTS	231.36
08/17/2023	6	46881	11547	YOURMEMBERSHIP.COM, INC	MML CLASSIFIED - CODE ENFORCEMENT OFFICE MML CLASSIFIED - DPW LABORER	150.00 150.00 <u>300.00</u>
08/24/2023	6	46882	10951	AMAZON CAPITAL SERVICES INC	BAG DISPENSERS PRE-K SUPPLIES BOOKS BOOKS INSULATION ROLLS BALLOON PUMP	344.25 104.71 28.99 20.76 113.67 16.99 <u>629.37</u>
08/24/2023	6	46883	11358	AUDREY BELLAK	REIMBURSEMENT FOR ADVENTURE SQUAD STAFF	17.60
08/24/2023	6	46884	00017	BAKER & TAYLOR BOOKS	BOOKS BOOKS BOOKS BALANCE DUE ON INVOICE BOOKS BOOKS	334.67 664.75 74.67 1.78 636.76 278.11 <u>1,990.74</u>
08/24/2023	6	46885	09932	MATTHEW BALL	LIBRARY PROGRAM	350.00
08/24/2023	6	46886	00027	BLUE CROSS/BLUE SHIELD OF MICH	GROUP #60480-600	11,385.72
08/24/2023	6	46887	11229	CENGAGE LEARNING INC	BOOKS	158.35
08/24/2023	6	46888	07736	CINTAS CORPORATION #31	WEEKLY MAT SERVICE WEEKLY MAT SERVICE WEEKLY MAT SERVICE WEEKLY MAT/TOWEL SERVICE	16.35 19.84 28.86 85.38 <u>150.43</u>
08/24/2023	6	46889	11398	CIVICPLUS	ONLINE CODE HOSTING	1,083.00
08/24/2023	6	46890	11013	D/A CENTRAL	SERVICE CALL TO PUBLIC SAFETY BUILDING	340.00
08/24/2023	6	46891	00045	DEMCO	CIRC. MATERIALS	197.98
08/24/2023	6	46892	00048	DTE ENERGY	ACCT #9100 067 3500 5 - 12779 W. 11 MILE SOD	496.32 50.40
08/24/2023	6	46893	06403	EAGLE LANDSCAPING & SUPPLY CO.	DISPATCH LINES	82.39
08/24/2023	6	46894	11134	EASTON TELECOM SERVICES, LLC	DPW SUPPLIES	3,665.85
08/24/2023	6	46895	00058	EJ USA, INC	BUILDING INSPECTIONS	1,000.00
08/24/2023	6	46896	10950	DUAINE FRANKS LLC	IWC CHARGES	293.02
08/24/2023	6	46897	10754	GREAT LAKES WATER AUTHORITY	ELECTRICAL INSPECTIONS	650.00
08/24/2023	6	46898	10953	IDEAL ELECTRICAL INSPECTIONS, LLC		
08/24/2023	6	46899	11573	INGRAM LIBRARY SERVICES	BOOKS BOOKS	17.60 67.50 <u>85.10</u>
08/24/2023	6	46900	MISC	JK UNLIMITED SERVICES LLC	BD Bond Refund	313.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/24/2023	6	46901	04943	JOE'S AUTO PARTS	AUTO PARTS	88.49
					AUTO PARTS	119.18
					AUTO PARTS	357.60
						565.27
08/24/2023	6	46902	11076	KANOPI INC	SUBSCRIPTION FEES	240.55
08/24/2023	6	46903	00543	THE LIBRARY NETWORK	OVERDRIVE	3,026.46
08/24/2023	6	46904	00049	MATHESON TRI-GAS INC	HAZARDOUS MATERIALS	644.31
08/24/2023	6	46905	06373	MIDWEST TAPE, LLC	MEDIA	29.98
					MEDIA	44.97
					HOOPLA	1,610.16
					MEDIA	134.87
					MEDIA	159.64
						1,979.62
08/24/2023	6	46906	06146	MMRMA/ECP	ELECTRIC PROGRAM	8,812.56
08/24/2023	6	46907	03979	NORTHWEST POOLS, INC.	POOL CHEMICALS	986.75
08/24/2023	6	46908	00331	NOWAK & FRAUS	PA 345 MILLAGE/BOND YEAR 3 HEREFORD DR	1,691.76
					PA 345 MILLAGE/BOND YR 3 DUNDEE RD	1,344.05
					PA 345 MILLAGE/BOND YR 4 HENDRIE BLVD	12,808.22
					PA 345 MILLAGE/BOND YR 4 NADINE AVE	23,567.09
					2023 RESURFACING PROJECT - WINCHESTER	12,796.39
					PA 345 MILLAGE/BOND PROGRAM YR 4 PEMEROK	6,475.53
					PA 345 MILLAGE/BOND PROGRAM YR 4 SALEM	3,385.94
					2023 RESURFACING PROJECT - TALBOT	4,469.74
						66,538.72
08/24/2023	6	46909	11456	OVERDRIVE, INC	AUDIO/E-BOOKS	393.73
08/24/2023	6	46910	04960	PAUL C. SCOTT PLUMBING INC.	SERVICE CALL TO LIBRARY	460.00
08/24/2023	6	46911	11622	PEWABIC SOCIETY INC.	CLAY CITY AND INSTALLATION BOARD 9/9	800.00
08/24/2023	6	46912	09663	POSTMASTER	POSTAGE OF AV APPLICATIONS	838.26
08/24/2023	6	46913	11207	QUADIENT, INC	POSTAGE METER	8,999.00
08/24/2023	6	46914	04616	RADIANT ASPHALT, INC.	ASPHALT	38,316.96
08/24/2023	6	46915	11617	REEF SOLUTIONS, INC.	FISH TANK MAINTENANCE	75.00
08/24/2023	6	46916	00407	ROAD COMMISSION FOR OAKLAND COUNTY	TRAFFIC SIGNAL MAINTENANCE	118.70
08/24/2023	6	46917	08356	SHERWIN WILLIAMS	PAINT/SUPPLIES	356.72
08/24/2023	6	46918	00209	SOC RESOURCE RECOVERY AUTHORITY	SPECIAL WASTE CITIES	354.29
08/24/2023	6	46919	00594	WONSEY TREE SERVICE INC.	STREET SWEEPINGS	2,520.00
08/24/2023	6	46920	07069	ZEP SALES & SERVICE	DPW SUPPLIES	99.95
08/25/2023	6	82 (E)	10956	CITY VISA CREDIT CARDS	FLOWERS FOR ELAINE'S MOM	117.98
					KEYS FOR LOCKBOX	4.01
					KITCHEN SUPPLIES	59.72
					SUPPLIES/OPERATING	243.78
					POSTCARDS FOR GALLERY EXHIBIT	69.94
					TEEN PIZZA PARTY	47.65
					ACROBAT SUBSCRIPTION	12.42
					BAGELS FOR STAFF	63.77
					BAGELS FOR STAFF	31.89
					BO SENIOR CENTER - SENIOR LUNCHES	35.00
					CEDAR POINT TICKETS	981.79
					SPOTIFY SUBSCRIPTION	12.99
					TREE RUNNER - ADVENTURE SQUAD FIELD TRIP	300.65
					CHAMBERLIN PONY - FIELD TRIP	866.25
					BOWLEO FIELD TRIP	396.00
					BO SENIOR CENTER - SENIOR LUNCHES	40.00
					ADOBE ANNUAL PAYMENT	127.07

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					TROY GYM - BALANCE DUE FOR FIELD TRIP	540.00
					END OF SESSION ICE CREAM	39.71
					DRINKS FOR MY HEAD STAFF	50.46
					FIELD TRIP PAYMENT - HIGH VELOCITY SPORT	240.00
					MICHIGAN SCIENCE CENTER	440.00
					RO SENIOR CENTER - SENIOR LUNCHESES	25.00
					RED OAKS WATER PARK FIELD TRIP	705.00
					DONUTS FOR STAFF	35.97
					DONUTS FOR STAFF	35.97
					O.J. FOR 4TH OF JULY PANCAKE BREAKFAST	11.97
					SAUSAGE/BUTTER FOR 4TH OF JULY PANCAKE	26.97
					SUPPLIES FOR 4TH OF JULY PANCAKE BEAST	50.35
					PIZZA + BREADSTICKS	60.30
					PIZZA + BREADSTICKS	66.65
					BOXED LUNCHESES FOR JULY 4TH SENIOR EVENT	131.78
					ADOBE INDESIGN MONTHLY PAYMENT	22.25
					LANYARDS	7.11
					WHOA ZONE TICKETS	68.48
					ADOBE INDESIGN	184.11
					SOAP & FLOWERS FOR PINEAPPLE GARDEN	19.37
					ZOOM	16.95
					ICE CREAM FOR CAMPS	25.44
					END OF SESSION PIZZA PARTY	62.94
					PIZZA & BREADSTICKS	82.53
					ICE CREAM	172.97
					ADVENTURE SQUAD FIELD TRIP	350.95
					BALANCE DUE FOR FIELD TRIP	120.13
					ICE CREAM	240.92
					PICKLEBALL NETS	379.90
					PIZZA	57.14
					PIZZA	89.40
					ACROBAT SUBSCRIPTION	42.39
					4TH OF JULY CANDY FOR PARADE	439.75
					GAS FOR PARADE CAR	19.00
					PROFESSIONAL SERV	238.80
					MEMBERSHIP FOR HDC	154.80
					RENTAL FOR RACKHAM CEREMONY	641.70
						9,308.07
08/31/2023	6	46921	03659	AFLAC	EMPLOYEE PAID PREMIUMS	238.32
08/31/2023	6	46922	MISC	ALICE TROOSTWIJK-SUBIA	PROGRAM REFUND	10.00
08/31/2023	6	46923	10951	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	88.98 V
					VIP DANCE SUPPLIES	104.57 V
					CAMP CARNIVAL SUPPLIES	409.66 V
						603.21
08/31/2023	6	46924	09447	APPLIED INNOVATION	COPIER METER	257.47
08/31/2023	6	46925	07736	CINTAS CORPORATION #31	WEEKLY MAT/TOWEL SERVICE	85.38
					WEEKLY MAT SERVICE	16.35
					WEEKLY MAT SERVICE	19.84
					WEEKLY MAT SERVICE	28.86
					WEEKLY MAT/MOP SERVICE	54.99
						205.42
08/31/2023	6	46926	00058	EJ USA, INC	DPW SUPPLIES	3,194.34
08/31/2023	6	46927	07968	FOSTER SPECIALTY FLOORS	RECOAT REC FLOORS/ADD PICKLEBALL LINES	4,932.00
08/31/2023	6	46928	11511	HIGHPOINT COMMUNITY BANK	PRINCIPAL/INTEREST PAYMENT	113,943.20

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/31/2023	6	46929	09059	HUNTINGTON NATIONAL BANK	2019 SEWER/ROAD BOND INTEREST/PRINCIPAL	471,150.00
					2020 CAPITAL IMPROVEMENT BOND INTEREST/P	602,668.75
					2017 STREET IMPROVEMENT BOND INTEREST/PR	209,900.00
					2014 STREET IMPROVEMENT BOND INTEREST/PR	279,875.00
					2012 STREET IMPROVEMENT BONDS INTEREST/P	262,937.50
					2010 STREET IMPROVEMENT BOND INTEREST/PR	344,500.00
						<u>2,171,031.25</u>
08/31/2023	6	46930	MISC	INGE BRIEGER	POOL REFUND	106.00
08/31/2023	6	46931	11304	JCR SUPPLY INC	TRASH CAN LINERS	454.54
08/31/2023	6	46932	11180	JIM KITCHEN	VIP DANCE DJ	350.00
08/31/2023	6	46933	04943	JOE'S AUTO PARTS	AUTO PARTS	23.22
					AUTO PARTS	96.09
					AUTO PARTS	45.44
					AUTO PARTS	58.74
					AUTO PARTS	<u>201.65</u>
						<u>425.14</u>
08/31/2023	6	46934	11488	KAKEYTA WALTON	AQUA FIT INSTRUCTOR	1,396.00
08/31/2023	6	46935	11076	KANOPY INC	SUBSCRIPTION FEES	233.75
					SUBSCRIPTION FEES	179.35
					SUBSCRIPTION FEES	222.70
					SUBSCRIPTION FEES	276.25
					SUBSCRIPTION FEES	199.75
					SUBSCRIPTION FEES	216.00
					SUBSCRIPTION FEES	279.90
					SUBSCRIPTION FEES	290.70
					SUBSCRIPTION FEES	222.70
					SUBSCRIPTION FEES	169.15
					SUBSCRIPTION FEES	232.90
					SUBSCRIPTION FEES	292.40
					SUBSCRIPTION FEES	210.80
					SUBSCRIPTION FEES	217.60
					SUBSCRIPTION FEES	264.35
					SUBSCRIPTION FEES	<u>218.45</u>
						<u>3,726.75</u>
08/31/2023	6	46936	MISC	KERRI SILLS	PROGRAM REFUND	70.00
08/31/2023	6	46937	00131	MICHIGAN MUNICIPAL RISK MANAGEMENT	RENTENTION CONTRIBUTION	6,250.00
					LIABILITY INSURANCE	<u>47,587.50</u>
						<u>53,837.50</u>
08/31/2023	6	46938	10642	MICHIGAN PETROLEUM TECH	GARAGE SUPPLIES	194.28
08/31/2023	6	46939	MISC	MIKE ELLENBERGER	LEAGUE REFUND	90.00
08/31/2023	6	46940	10861	OAKLAND COUNTY TACTICAL TRAINING	ANNUAL MEMBERSHIP	500.00
08/31/2023	6	46941	00586	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	69.06
08/31/2023	6	46942	04938	OFFICE PRODUCTS OUTLET	CITY HALL CUBICLES	16,930.12
08/31/2023	6	46943	11207	QUADIENT, INC	FOLDING MACHINE	624.00
08/31/2023	6	46944	11144	RACHEL GUBOW	BROADWAY BOUND INSTRUCTOR	4,608.00
08/31/2023	6	46945	10339	ALLEN RAUSCHERT	PROGRAM REFUND	10.00
					PROGRAM REFUND	30.00
					PROGRAM REFUND	<u>60.00</u>
						<u>100.00</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
08/31/2023	6	46946	00108	RKA PETROLEUM COMPANIES, INC.	GASOLINE	2,023.87
					GASOLINE	1,345.27
						3,369.14
08/31/2023	6	46947	11143	SHARE CORPORATION	GARAGE OIL PADS	192.59
08/31/2023	6	46948	11515	STONE HORSE GROUP LLC	FINANCIAL CONSULTING SERVICES	1,026.00
08/31/2023	6	46949	07724	THE HARTFORD	LIFE/DISABILITY INSURANCE	2,032.99
08/31/2023	6	46950	04781	VERIZON WIRELESS	CELL PHONES	495.68
08/31/2023	6	46951	04725	VILLAGE OF BEVERLY HILLS	COMBINED TRAINING INSTRUCTIONAL SERVICES	285.73
08/31/2023	6	46952	04725	VILLAGE OF BEVERLY HILLS	SOUTH OAKLAND FIRE ASSN MEMBERSHIP	60.00
09/07/2023	6	46953	10951	AMAZON CAPITAL SERVICES INC	VIP DANCE SUPPLIES	104.57
					WEBCAM/OFFICE SUPPLIES	88.98
					LIBRARY SUPPLIES	59.06
					LIBRARY SUPPLIES	59.83
					LIBRARY SUPPLIES	78.50
					LIBRARY SUPPLIES	11.10
					FIRST AID SUPPLIES	35.72
					CLASSROOM CRAFTS/SUPPLIES	105.72
					CRAYONS	24.23
						567.71
09/07/2023	6	46954	09447	APPLIED INNOVATION	COPIER TONER	43.60
					COPIER METER	35.88
					COPIER METER	55.82
						135.30
09/07/2023	6	46955	00017	BAKER & TAYLOR BOOKS	BOOKS	391.55
					BOOKS	449.20
					BOOKS	476.09
					BOOKS	157.89
					BOOKS	133.99
					BOOKS	389.06
						1,997.78
09/07/2023	6	46956	09650	BLUE BIRD LANDSCAPING LLC	LAWN CUTTING	700.00
09/07/2023	6	46957	MISC	BRUCE DENISON	SALE OF PHOTOGRAPH AT WOODS GALLERY	210.00
09/07/2023	6	46958	11229	CENGAGE LEARNING INC	BOOKS	21.00
09/07/2023	6	46959	10586	CMP DISTRIBUTORS INC	POINT BLANK VESTS AND CARRIERS	2,486.00
09/07/2023	6	46960	07501	CRANDALL-WORTHINGTON INC	CAN LINERS	81.40
09/07/2023	6	46961	11363	CUMMINS SALES AND SERVICES	GENERATOR MAINTENANCE	426.14
09/07/2023	6	46962	00045	DEMCO	CIRC. MATERIALS	70.75
09/07/2023	6	46963	00047	DTE ENERGY-STREETLIGHTING	STREETLIGHTING	7,170.51
09/07/2023	6	46964	00536	ECOTEC PEST CONTROL	PEST CONTROL	200.00
09/07/2023	6	46965	11624	ENGLISH GARDENS	LIBRARY PROGRAM	100.00
09/07/2023	6	46966	MISC	EXTERIOR RENOVATIONS	BD Bond Refund	750.00
09/07/2023	6	46967	10950	DUAINE FRANKS LLC	BUILDING INSPECTIONS	1,000.00
09/07/2023	6	46968	05194	GORDON FOOD SERVICE	CAMP CARNIVAL SUPPLIES	409.66
09/07/2023	6	46969	10953	IDEAL ELECTRICAL INSPECTIONS, LLC	ELECTRICAL INSPECTIONS	650.00
09/07/2023	6	46970	10788	JAY'S SEPTIC TANK SERVICE	PORTA POTTY	270.00
					PORTA POTTY	140.00
					PORTA POTTY	270.00
						680.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
09/07/2023	6	46971	04943	JOE'S AUTO PARTS	AUTO PARTS	23.22
					AUTO PARTS	46.44
					AUTO PARTS	80.21
					AUTO PARTS	344.92
					AUTO PARTS	36.66
					AUTO PARTS	162.00
					CREDIT MEMO	(70.00)
						623.45
09/07/2023	6	46972	11076	KANOPY INC	SUBSCRIPTION FEES	166.60
09/07/2023	6	46973	01692	KUSTOM SIGNALS INC	ACC-RP1 REMOTE STD. ASSY	135.00
09/07/2023	6	46974	00110	LIGHTING SUPPLY CO	LIGHT BULBS	15.07
09/07/2023	6	46975	06821	MCKESSON MEDICAL- SURGICAL	MEDICAL SUPPLIES	223.07
09/07/2023	6	46976	11140	METRO WIRELESS	BUSINESS VOICE/DATA SERVICES	500.33
09/07/2023	6	46977	05346	MICHIGAN GRAPHICS & AWARDS	NAME PLATES	36.00
09/07/2023	6	46978	06373	MIDWEST TAPE, LLC	HOOPLA	1,654.30
					MEDIA	212.95
					MEDIA	135.97
					MEDIA	54.73
					MEDIA	196.41
						2,254.36
09/07/2023	6	46979	03979	NORTHWEST POOLS, INC.	POOL CHEMICALS	393.00
09/07/2023	6	46980	09472	OAKLAND SCHOOLS	WATER BILLS	478.62
09/07/2023	6	46981	08384	OTIS ELEVATOR COMPANY	ELEVATOR EXPENSES	100.00
09/07/2023	6	46982	MISC	PELLA WINDOWS & DOORS INC	Bd Bond Refund	451.90
09/07/2023	6	46983	11626	POMP'S TIRE SERVICE, INC.	WORK ON DPW LOADER	2,782.30
09/07/2023	6	46984	11066	RED GUARD FIRE & SECURITY	SERVICE CALL TO LIBRARY	547.80
09/07/2023	6	46985	00108	RKA PETROLEUM COMPANIES, INC.	DIESEL FUEL	1,204.89
					GASOLINE	1,548.27
					GASOLINE	1,765.14
					DIESEL FUEL	1,519.56
						6,037.86
09/07/2023	6	46986	00209	SOC RESOURCE RECOVERY AUTHORITY	BASIC REFUSE, RECYCLABLES, & YARD WASTE	19,823.00
09/07/2023	6	46987	00210	SOC WATER AUTHORITY	WATER PURCHASES	42,002.87
09/07/2023	6	46988	11323	STEVEN H. SCHWARTZ & ASSOCIATES	AUGUST LEGAL FEES	315.00
09/07/2023	6	46989	11541	STRATUS BLDG SOLUTIONS OF DETROIT	JANITORIAL SERVICES	3,540.00
09/07/2023	6	46990	11625	TAMARA HAYES	LIBRARY PROGRAM	350.00
09/07/2023	6	46991	09836	THE RAPID GROUP, LLC	SHREDDING	50.00
09/07/2023	6	46992	11287	TRUE CUT TREE CARE	TREE TRIMMING/REMOVAL	75,450.00
09/07/2023	6	46993	08061	U.S. POSTAL SERVICE	POSTAGE FOR FALL NEWSLETTER	500.00
09/07/2023	6	46994	11385	VC3, INC	MONITORS/STANDS	540.00
09/07/2023	6	46995	07255	WOW INTERNET AND CABLE	INTERNET	247.98
09/14/2023	6	46996	07860	21ST CENTURY NEWSPAPERS	LEGAL NOTICES	329.96
09/14/2023	6	46997	09733	AARP	AARP DRIVER SAFETY PROGRAM - FALL 2023	140.00
09/14/2023	6	46998	00004	MICHIGAN AFSOME COUNCIL 25	UNION DUES	124.50
09/14/2023	6	46999	10951	AMAZON CAPITAL SERVICES INC	PRESCHOOL/LATCHKEY SUPPLIES	51.64
					PRETEND PLAY KITCHEN	148.11
					PRESCHOOL SUPPLIES	119.76
					PRESCHOOL SUPPLIES	129.99
						449.50
09/14/2023	6	47000	04117	BOB'S SANITATION SERVICE	PORTA POTTY	150.00
09/14/2023	6	47001	07115	BOUNCE ABOUT	HAY DAY BOUNCE HOUSE	540.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
09/14/2023	6	47002	09823	BSN SPORTS INC	BASKETBALL NET	68.94
					BASKETBALL NET PADS	1,155.54
						<u>1,224.48</u>
09/14/2023	6	47003	07736	CINTAS CORPORATION #31	WEEKLY MAT SERVICE	33.18
					WEEKLY MAT SERVICE	18.80
					WEEKLY MAT/TOWEL SERVICE	22.82
					WEEKLY MAT SERVICE	97.55
					WEEKLY MAT SERVICE	18.80
					WEEKLY MAT SERVICE	22.82
					WEEKLY MAT/TOWEL SERVICE	97.55
					WEEKLY MAT SERVICE	33.18
						<u>344.70</u>
09/14/2023	6	47004	00056	DURST	BUILDING SUPPLIES	684.01
09/14/2023	6	47005	06403	EAGLE LANDSCAPING & SUPPLY CO.	TOP SOIL RESTORATIONS	162.00
					RESTORATIONS	432.00
						<u>756.00</u>
09/14/2023	6	47006	10120	EHIM	CLAIMS FUNDING	3,303.88
					ADMINISTRATIVE FEE - MEDICAL WRAP	671.00
						<u>3,974.88</u>
09/14/2023	6	47007	10937	ENVISIONWARE, INC	ANNUAL RENEWAL 5/1/21-4/30/22	678.00
					ANNUAL RENEWAL 12/23-11/24	555.66
						<u>1,233.66</u>
09/14/2023	6	47008	04048	CITY OF FARMINGTON HILLS	FIELD TRIP	396.00
09/14/2023	6	47009	11307	SCOTT GLOWINSKI	AUGUST 2023 INSPECTIONS	3,300.00
09/14/2023	6	47010	05509	HERSCH'S, INC.	SPRINKLER PARTS	196.00
09/14/2023	6	47011	09059	HUNTINGTON NATIONAL BANK	BOND ADMINISTRATION FEE	125.00
					BOND ADMINISTRATION FEE	125.00
					BOND ADMINISTRATION FEE	125.00
						<u>375.00</u>
09/14/2023	6	47012	11044	J.H. HART URBAN FORESTRY	YARD WASTE DISPOSAL	60.00
09/14/2023	6	47013	04943	JOE'S AUTO PARTS	AUTO PARTS	20.48
					AUTO PARTS	72.23
						<u>92.71</u>
09/14/2023	6	47014	10764	LEXISNEXIS RISK SOLUTIONS	MONTHLY SUBSCRIPTION FEE	50.00
09/14/2023	6	47015	11003	LINGO COMMUNICATIONS	ALARM LINES	308.28
09/14/2023	6	47016	11419	LUCILLE EVANS	REIMBURSE EXPENSES FOR NEW CARD SIGN UP	266.51
09/14/2023	6	47017	11603	MICHIGAN ASSOCIATION OF POLICE	UNION DUES	690.80
09/14/2023	6	47018	00597	NELSON BROTHERS	SERVICE CALL TO LIBRARY	205.00
09/14/2023	6	47019	03979	NORTHWEST POOLS, INC.	POOL CHEMICALS	465.60
09/14/2023	6	47020	00166	OAKLAND COUNTY	SEWAGE DISPOSAL SERVICES	105,903.66
09/14/2023	6	47021	11456	OVERDRIVE, INC	E-BOOKS/AUDIO BOOKS	732.54
					E-BOOKS/AUDIO BOOKS	2.99
						<u>735.53</u>

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
09/14/2023	6	47022	00181	POLICE OFFICERS ASS'N OF MICH	UNION DUES	398.64
09/14/2023	6	47023	09663	POSTMASTER	POSTAGE FOR TEMPORARY POLLING LOCATION N	729.88
09/14/2023	6	47024	00198	CITY OF ROYAL OAK	WATER USAGE	3,556.10
09/14/2023	6	47025	04095	SONITROL GREAT LAKES - MICHIGAN	ALARM - 12775 W. 11 MILE	164.75
09/14/2023	6	47026	11594	SPRINGLINE EXCAVATING LLC	2023 PAVEMENT RECONSTRUCTION - PEMROKE	44,577.72
					2023 PAVEMENT RECONSTRUCTION - SALEM	39,835.05
					2023 PAVEMENT RECONSTRUCTION - HENDRIE B	169,322.94
					2023 PAVEMENT RECONSTRUCTION - MADINE/SA	334,986.22
						588,721.93
09/14/2023	6	47027	07138	TOSHIBA AMERICA BUSINESS SOLUTIONS	COPIER/PRINTER CHARGES	179.20
					PRINTER MAINTENANCE CHARGES	215.00
						394.20
09/14/2023	6	47028	08166	TRUCK & TRAILER SPECIALTIES INC	TARP REPAIR	1,605.00
09/14/2023	6	47029	05758	WILCOX BROS.	WORK ON CITY HALL SPRINKLER SYSTEM	560.00
6 TOTALS:						
Total of 218 Checks:						4,354,352.18
Less 1 Void Checks:						603.21
Total of 217 Disbursements:						4,353,748.97

Consent Agenda #5a



City of Huntington Woods
Anti-Racism Advisory Committee

August 8, 2023

7:00 p.m.

In-Person Meeting – City Hall

MINUTES

Present: Daniel Dena, Christina Kozlowski, Katie Beaulieu, Cary McGhee, Jessicalyn Edwards

Absent: Kia Essien

Virtual (via Zoom): Sarah Wagner

Commissioner: Jeff Jenks

City Staff present: Chris Wilson

1. Call to order
 - a. Katie Beaulieu called meeting to order at 7:04 pm
2. Approval of Agenda
 - a. Moved by Christina Kozlowski, seconded by Daniel Dena to approve August 2023 agenda

Ayes: Christina, Katie, Daniel, Jessicalyn, Cary

Nays: none

Absent: none

3. Review/Approval of the July 12, 2023 Minutes
 - a. Moved by Daniel Dena, seconded by Christina Kozlowski to approve July 2023 minutes

Ayes: Christina, Katie, Daniel, Jessicalyn, Cary

Nays: none

Absent: none

4. Public Participation

DEI report – critique re: details of report, if a citizen has a formal complaint re: City staff and discrimination, where do they go to make that moving forward – will pass on to City commission.

Brought up incident re: inappropriate letter and egging of home from 15 years ago and how that was never dealt with by the City.

There should be a policy/protocol in place for how to proceed if there is discrimination moving forward.

Clarification re: minutes being approved from June 2023 meeting and disagreement with statements made during meeting relating to race/skin color.

Joanne Lider (sp?) - Disapproval of alleged behavior of and statements made by commission during June 2023 meeting

What data integrity checks were done with relation to the DEI report?

Sample size is about 10% - AAPOR is researching governing body with a code of ethics relating to sample size – how is this representative of Huntington Woods?

Study proving that more than half of surveys were duplicates – needed to undergo a duplication check in order to verify the integrity of the study.

How do you define “desires diversity”? Things must be defined.

Closed survey to the community because of COVID 19 and the lockdown and the sensitive topic of DEI – why was that a reason for closing this to the community?

The report is outdated and invalid for many reasons. Wants new survey unless the data integrity checks have been completed.

Does not wish to provide additional questions unless in person.

Keith Romunda (sp?) – believes ARAC is nonsense. Believes there is a lack of transparency and that questions have not been addressed. Should ARAC have a special meeting?

ARAC had a special meeting/listening session already back in March or April – however, citizens believe additional forum/meeting is needed because of concern.

Will leave contact information and provide to chair.

Carlos (unable to hear last name) – what acts of racism has occurred that has led to forming of the ARAC?

Committee was formed as a proactive measure to avoid anything like George Floyd happening in HW – want to make the city more inclusive, more welcoming, avoid/prevent racism.

Commissioner Jenks comments relating to discrimination/diversity in HW and the DEI study.

5. Items of business
 - a. Committee awareness

Katie will work with Sarah offline to promote the committee, explain what it means, what the goals are etc.

b. Anti-Racist Caregiver Workshop – Fall 2023

ARAC to host anti-racism workshop, holding on zoom, 3-part series, invite some local preschools, hoping to maybe work with other local municipalities, will reach out to DEI of PTA for Burton Schools, possibly final session in person, debriefing, community building, Tabitha St. Bernard-Jacobs (would be leader/facilitator of sessions)

Jessicalyn and Katie had meeting with St. Bernard-Jacobs re: what they could offer etc.

Would likely be virtual for 2-3 sessions and then have an in-person debriefing.

Possibly work with library for all or some of it

Burton and Berkley PTA DEI groups approached the ARAC about wanting to promote DEI, they want more content on how to teach children about these DEI topics.

Funding? Still working on it

c. Homeownership Initiative – still working on, hopefully for the Fall 2023 – no updates at this time.

d. Recommendations Proposal

Still looking at DEI training/onboarding for City Staff

Youth member of ARAC – consider 2 members? They may be more likely to speak up and be engaged in discussions or want to be representatives if they knew they weren't the only one.

The goal is for them to provide their perspective as a student resident.

6. Other business

Rackham event July 28, 2023 re: unveiling Ben Davis historical Marker – Detroit News and Free Press did a story and local TV news was also present. One of the Rackham heirs was present and spoke, as was someone from the State Historical Society, Hailey Stevens. Was approximately 45 minutes long. Chris will send links to the stories done at the event.

7. Adjournment

Moved by Christina Kozlowski, seconded by Daniel Dena to adjourn.

Ayes: Christina, Katie, Jessicalyn, Daniel, Cary

Nays: None

Absent: Kia

The motion carried.

Christina Kozlowski, Secretary

Kate Beaulieu, Chairperson

Consent Agenda #5b

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE ARTS & GARDEN BOARD
MINUTES
May 16, 2023
7:00 p.m.
Library

PRESENT: Elaine Horowitz, Nate Card, Pam Haxton, Deborah Hecht, Robert Smeltekop

CITY LIAISON: Amy Hood, DPW

APPROVAL OF AGENDA

Agenda approved unanimously.

APPROVAL OF APRIL 2023 MINUTES

Approved unanimously.

PUBLIC PARTICPATION:

Resident Jamie Sherman attended

ITEMS OF BUSINESS:

a. Arts & Garden Fair

The A&G Fair was deemed a success, and general agreement that a future event should be planned for 2024. Nate Card stressed the importance of beginning planning right away. General thoughts about future event:

- Some of the crafts were sparsely attended. More promotion of these might have helped.
- Not all Library staff were aware of events occurring in the building. Improve information to Library ahead of the event.
- Kerriann, Susan, and Marci contacted vendors, about 10 total. All were surveyed after, and made at least the minimum to make it worth their participation.
- Oakland County Nature Center was a popular table, they might have interactive insect activities for next year too.
- Rethink the fresh flowers, maybe potted or paper.
- Most of the snacks remained after the event.

- Next year, even more promotion would be helpful.

b. Public Art Project

It was decided that, for this year's Art Pillar project, there will not be a "theme" but just keep last year's rule about no words or numbers. Statue Park was offered by the Parks Director as a good park for installation this year.

c. Adopt-A-Gardens impacted by construction.

The gardens at Alligator Park have been heavily impacted by being used as a staging area for road construction. Some of it is unavoidable but careless dumping of sand and other materials have damaged well-tended gardens needlessly. The DPW Director met on site with the adopter of the garden and promised to have construction company repair and replace materials, with final approval by the adopter. Other damage at the park will be assessed at the end of the road project.

ADJOURNMENT:

The meeting was adjourned at 8:04 pm.

The next meeting is May 16 at 7:00 pm at the Library

Consent Agenda #5c

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE ARTS & GARDEN BOARD
MINUTES
August 15, 2023
7:00 p.m.
Library

PRESENT: Elaine Horowitz, Nate Card, Pam Haxton, Susan Warrow. Robert Smeltekop

CITY LIAISON: Amy Hood, DPW

APPROVAL OF AGENDA

Agenda approved unanimously.

APPROVAL OF JULY 2023 MINUTES

Approved unanimously.

PUBLIC PARTICIPATION:

None

ITEMS OF BUSINESS:

- a. Public Arts Project
Motion carried to extend due date until September 15.
- b. Adopt-A-Gardens Appreciation event
Motion to defer to spring 2024 carried

OTHER BUSINESS

DIA Art Inside|Out application completed, awaiting decision
Tree projects -
Possibly revisit spring arts & garden fair – require motion
Nate Card's last meeting – leaves an opening on Board

ADJOURNMENT:

The meeting was adjourned at 7:50 pm.

The next meeting is September 19 at 7:00 pm at the Library

Consent Agenda #5d

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE HISTORIC DISTRICT COMMISSION
DRAFT MINUTES
January 4, 2023

7:30 p.m.

In Person Meeting – Huntington Woods Commission Room

Commissioner Chris Vogelheim called the Meeting to order at 7:33 p.m.

PRESENT: Steve Behrmann, Jeffrey Abt, Jeff Jenks, Michal Burshtein, Robert Lebow

City Staff Present: Zoning Administrator, Hank Berry.

APPROVAL OF MINUTES:

Approval of minutes for September 7th, 2022.

Jeff Jenks moves that minutes be approved, Robert Lebow seconds.

Ayes: Steve Behrmann, Jeffrey Abt, Jeff Jenks, Michal Burshtein, Robert Lebow

None opposed and no abstention.

Approval of minutes for October 6th, 2022

Steve Behrmann moves that minutes be approved, the motion is seconded by Michal Burshtein.

Ayes: Steve Behrmann, Jeffrey Abt, Jeff Jenks, Michal Burshtein, Robert Lebow

AGENDA ITEMS:

Matter of a Review of an extension to the cellular tower and the placement of a generator at 10100 W. Ten Mile in the Rackham Historic District by Mastec Solutions.

Jeffrey Abt: One question that I have is that the drawing appear to be in conflict with each other. So for example if you look at sheet number C1 of the large drawings it shows the placement of the generator close to the gate, or I should say there's something being placed close to the gate. Then there's the generator sort of outside the building, so that's one drawing. You can see where they show the placement of the generator and then something that's over by the gate, and they indicate in there the trees have to be removed. Which indeed they would, there are some trees in there that would have to be taken out. So that's one drawing, and then in this

packet of drawings... well I wonder; I guess the question I would put to them is... Why do they have to place that one facility by the fence and tear out the trees?

Hank Berry: That I can't answer for you, other than, that's the location that best suits their purposes and it's right next to the AT&T meter disconnect. It's shown right there that they have a bank of electrical, so it goes to the disconnect. It's three feet from the disconnect board, it's already there.

Jeffrey Abt: Yeah, I mean the other thing I noticed is that it partially blocks the entrance as well. It extends into that opening for the gate.

Hank Berry: Very likely we would have them shift that around when it comes to the construction of it but they can't block the gate that goes into the carry equipment shelter either. So they may end up sliding that down a bit unless there's a code that requires three feet, which our electrical inspector will catch.

Jeffrey Abt: I wonder if the trees actually have to be removed or if there's some way they could place it so that they don't have to remove the trees.

Hank Berry: It's possible and we could do an on-site with them when it comes time to do that. You can actually include that in the motion, to see if the trees can be saved, but the trees are within the enclosure.

Jeffrey Abt: Does that mean that it's sort of off limits for us or...

Hank Berry: It does in respect that they can put the generator there and there's not a whole lot that we have to say about it. Though if we can do that it may end up saving themselves an awful lot by it and such. Because again if it's the pleasure of the Historic District Commission, which I suggest it should be, to require sound baffling and additional screening so that's not visible from any side. Then it may help them to move that to a different location where it would be easier to do that rather than to work around the trees.

Jeffrey Abt: I mean it could just as easily be put on the other side of the control panel.

Hank Berry: Well, that would be the thing and provided that there's no infrastructure underground that prevents them from getting to the electrical disconnect. I mean nothing would prevent that it would just have to be the depth of what that is.

Jeffrey Abt: Well, those are the questions that leapt to mind for me when I went through the materials with regard to the generator, you know the stuff on the ground.

Hank Berry: We can get clarification for that from them. What you can do is you can include any questions or like you could add into the sample motion that you would like to see them move it away from the existing trees rather than cut down any existing trees. That you can do. There's a fair amount of room if you take a look behind you...

Hank refers to a slide of the project site on the projector.

Jeffrey Abt: Yeah, I actually drove by there today. I drove into the park.

Hank Berry: It's pretty much wide open so...

Jeff Jenks: Nearby equipment is in enclosed areas with forms of screening. I request that the generator and supporting equipment be in an acceptable to the city planning director, covered enclosure at the height so that the generator transformers connecting boxes and ground wires are not seen to the public. So I'm concerned about not only the coverage but the height. This is a common issue even in non-historic districts and the tendency of the contractor is to do nothing and the community has to fight to say cover it and then you throw grass out there as their form of coverage. Now if that box was put on their property, they would not agree to that.

Hank Berry: Yeah, and that's one of the reasons that if you're looking at the suggestion that there'd be some kind of fencing and/or sound baffle that goes with it. That can be to exceed the height of the fence, it won't be taller than six feet. That's typically what a screen fence would come up to but if your motion includes up to or surpassing the height, you could do that.

Jeff Jenks: Yeah, I would like to actually see it. This is not residential.

Hank Berry: Even though you do have 696 there you do have some noise. Granted it might not be louder than 696 at rush hour but if something happens and it goes on in the middle of the night, you'll hear it. My concern would of course be for anybody in Ludlow or Scotia. Even though they have a right to hear it we want to mitigate any kind of inconvenience to our residents in Scotia or Ludlow.

Jeff Jenks: We also have a golf course there that it should basically complement.

Steve Behrmann: I do have a question. Hank, what is it exactly that allows them this extension. Was it granted when they made the original application?

Hank Berry: No, the extension which we're not talking about...

Steve Behrmann: Okay well then, the generator.

Hank Berry: That's part of the Michigan pile laws that they have for wireless communication. It's part of the same thing that preempted our control over the public safety tower. So it's similar to that only it's phrased differently and it's been reviewed by our city attorney. So we can't tell them no. Now they can go up to like 112 feet with this tower. Which is where they're going with this.

Steve Behrmann: They can go? Who granted them that?

Hank Berry: The state of Michigan.

Steve Behrmann: So anybody that builds a tower can make it 112 feet?

Hank Berry: Pretty much.

Jeff Jenks: We tried to negotiate about 10 years ago with the utilities including placement of the boxes all over there the way they are, and we thought we had an agreement when it got to the legislature the public side disappeared and the utility side stayed in the way they originally had it. So, we have virtually no control.

Hank Berry: Right, the short answer is our control is to the mitigation of any sight or sound because it's a historic district. So, without the historic district we wouldn't even have that.

Steve Behrmann: Okay, looking through the materials I noticed that the generator is a diesel-powered generator. Do you know the size of the fuel tanks that will be on site? I'd like to know the size of them and whether or not there's any fuel spill mitigation. Whether or no the fuel has to be changed out I know that generally liquid fuels don't last forever. I found it kind of unusual that it was even a diesel power generator. I thought that most of them were natural gas, but i'd like to know how much fuel is going to be stored on the site and whether or not we have control over that and whether or not there's any mitigation measures that we have control over.

Hank Berry: The answer is no. Our public safety department is aware of this and they're aware of what's going in. I had a conversation with our chief today and told them what was going on and just wanted to verify if he had any concerns and I asked them if they had decided to screen the whole thing for security reasons and he said no. Whatever they need to do there it'd be better if they had a screen around the unit, which is what we're looking at.

Steve Behrmann: Well, I want to know specifically whether or not they are allowed to store this fuel on site and how much is going to be stored there.

Hank Berry: There's no storage tanks shown on this plan.

Steve Behrmann: Okay well, I don't know how much generating you can do with a four-cylinder diesel generator that's set up to run this tower will all these electronics on it without a significant amount of fuel in it. I mean I don't know, and it's not provided. They just say, when I look at the specifications, they say it's a Kohler 4-cylinder inline diesel engine is all that they say. You're right that they don't give a lot of information about it. I don't know if it's intentionally or if it's just overlooked.

Hank Berry: No, they've given us basic information and that's what we're going to get. It's unfortunate but there's very little that we can do about this.

Steve Behrmann: Well maybe there's something we can do about the storage of the fuel. We have to allow them the ability to install a generator there, but can they put in anything that they want to and we have no say over it?

Hank Berry: They can put in what facilitates the use and the function of this tower.

Steve Behrmann: Okay well I'm not happy with the amount of information that's here. I'm not satisfied that it's done in a way that protects the... Does that property belong to the city, and do they lease it or do they own it?

Hank Berry: It belongs to the city of Detroit. They lease it from the city of Detroit. They pay the city of Detroit.

Steve Behrmann: Can I put a diesel generator on my property with an unspecified amount of...

Hank Berry: You know the answer to that.

Steve Behrmann: I don't know the answer to it.

Hank Berry: You can't put it on your property without specifying, but this is nothing that we have control over.

Steve Behrmann: Well I know we have to allow them to have a generator there.

Jeff Jenks: Can you check with the state agencies to find out what the requirement is for fueling that and how that's...

Hank Berry: I can check whatever you like, the shot clock on this is different than the shot clock on the tower. So, I have a little more time with this than I do with the tower. The tower shot clock would have been up after today's meeting, for the tower, but they asked for it to be pulled by February. But the shot clock on this, I can make the February meeting with this. If you want to deny it and have them, come back with more information; I would not table this because they are out of state and then just say, "Look, you either have to get somebody to appear or you have to get some more information." Which you can do, but at that February meeting you will have to take action or it's just going to go in there and there won't be anything we can do.

Jeff Jenks: Well, the problem is going to be that you already have a discharge site at that building halfway down or contaminated site halfway between Ludlow and 10 Mile Road on Scotia. It's marked on maps from years ago with storage and we can, at least in this instance, get the federal government to look at how they are properly handling the storage.

Hank Berry: My suggestion to you would be to vote this down and then have them reapply for the next meeting.

Steve Behrmann: I'm just not happy with a liquid fuel like that without any information and I understand that we have to allow them it...

Hank Berry: I get it, but I also know what's going to happen. You can vote it down, and let's get the information. Let's get them back here and see if they can show up.

Steve Behrmann: I just want to let you know the only thing that I found in here was in this packet over here. The big one, where it gives the engine specifications. It says, "Kohler diesel," and then it gives a model number. Four cycles turbocharged, four in line. Then it gives some other specifications. Then it says, "fuel," and says, "fuel supply line, maximum fuel pump." They don't say anything about the size of the tank, and they just say that its, "Recommended fuel is a number two ultra-low sulfur diesel."

Hank Berry: Again, I'm not here to defend what they're doing. I'm here to facilitate the meeting. If you want to have this, and you want to vote it down, and then have them come back. I'm happy to have that conversation with them tomorrow. I will send out a notice of denial if that's what you want to do.

Steve Behrmann: I'm just saying there's insufficient information.

Hank Berry: Then make that part of the motion, say there's insufficient information.

Robert Lebow: I have a question. I was trying to find out what the decibel output of this would be in operation. I found nothing.

Hank Berry: Again, that's part of the information packet that they've submitted. Their contention on the conversations that I've had is that it's no louder than traffic on 696 and we don't have a meter reading for what that is. So if you'd like we could add that on and find out what it is, but I'd like to get all of our questions and concerns. So that I can give it to them, so that they can give us the information.

Michal Burshtein: I don't have anything to...

Seeing no more questions from the commission Jeffrey Abt opened up the floor for public comment.

Jay Schwartz: Good evening, everybody, Jay Schwartz. 10014 Ludlow since January of 1965. I am also a degreed electrical engineer. I am also the owner of a backup power generator at my house, natural gas fired. In terms of noise abatement, I completely support this group getting information on what is their noise abatement plan. Now here's an observation that many people who don't live on Ludlow are... Which, I'm dropping into engineering mode now, under certain meteorological conditions, the noise blows from 696 up Ludlow avenue. You can actually hear that there is an increase in noise level. So if this thing is firing off and it's diesel powered, that noise, unless there is noise abatement, is going to blow right over the golf course because there is nothing to mitigate that noise coming over the golf course. So that's item number one. So, I completely support having noise mitigation and exactly how they're going to do that has to be a TBD item. In terms of fuel tank placement is again, this is a matter of public safety. Where's it going to be, how big is it going to be? My generator is natural gas, I don't have that problem. What kind of tank are they going to put in? What are the specifications? And you're right, fuel deteriorates over time. So what are they going to do to mitigate a spill or a rusty tank or something to prevent a fuel leak that now we have a hazardous material situation on our hands. Or a fire situation. These are legitimate concerns. I would also put them in there, since generators have to be tested regularly. Once a week. You can't just put them in and be done with them. They have to be run at least once a week and it's recommended for at least 15 minutes to 30 minutes. Mine runs 20 minutes a week every Wednesday at 12:30. So most of the people are gone, it's not on the weekends. It hasn't been a problem in the years that I've had it. That there be some requirement, again, that yes they can test it but it has to be during the business day when the minimum number of people are going to be disturbed. These are some of the concerns that I have especially since I'm almost not, not quite, due north of where this thing would be. It's almost directly due south of my house and I can see the building from my house so there's going to be nothing mitigating the noise. There's nothing in there, so whatever noise mitigation plan they have either got to send it straight up or and I'm not trying to dump it on Oak

Park, send it across the freeway. Those are basically their options. You can't send it to the zoo because you'll get them all upset and then you go to the West you'll have people in Scotia upset.... So those are my major concerns... Just for my own curiosity, why didn't they think of this when they put this thing in? This is like bolting on emergency power 20 years after the fact... Again those are my concerns right now.

Seeing no more public participants Jeffrey Abt closed the floor to public comment.

The list of reasons for the motion to deny was compiled and repeated.

Jeffrey Abt: I think maybe the way to proceed is to have a motion to deny based on insufficient information concerning the following topics. Then we can refer to the topics that we've already conveyed to you Hank. If that would work for your purposes.

Hank Berry: You can move to deny based on lack of information concerning the following items: one is the storage of the fuel and the type of containers that it'll be in, the second being any noise mitigation, the third being screening the cabinet and accessory components, the fourth being any routing for fuel lines or underground storage of tanks, fifth would be a hazard mitigation plan, six would be a plan for the trees and saving the trees where possible, and seven would be a testing plan. That's what I have so far.

Jeff Jenks: On the screening please indicate that the HDC would like all of the equipment screened; the height to cover all equipment.

Steve Behrmann motioned to deny based on insufficient information regarding the topics enumerated, seconded by Robert Lebow.

Ayes: Steve Behrmann, Jeffrey Abt, Jeff Jenks, Michal Burshtein, Robert Lebow

Matter of review of a window replacement to the Neff residence at 26630 York Road.

WindowPro Tim: We're applying to have Mr. Neffs windows, which are original to the home, in need of a dire replacement, replaced with a fiberglass window as opposed to the requirements that you currently have. Based on several items. If you reviewed the packed we're just asking for an approval for the project as is.

Jeff Jenks: Do you have a picture of the house with the windows, the original windows?

Hank Berry: ...Basically let me give you a little history about this because the project was started without any permits being pulled and without Historic District Commission approval. So

there we had two problems. One, if they would have come in and pulled a permit or attempted to pull a permit, they would have been notified of the properties in the historic district because it's completely flagged in our DS&A system that historic properties have to at least cross my desk to find out whether or not they have to go to the Historic District Commission or its administrative approval. Because they're fiberglass windows and there's no demonstrating that that's the exact same dimensions between the rails, styles, bars, muntin patterns or anything like that it would automatically be sent by me to the Historic District Commission. So, the windows would also have to be approved by the Historic District Commission because they're not a material that's consistent with the material on the original house. The other thing would be that you would have to go ahead and not only approve them, but they'd have to be inspected and with no permit there'd be nothing to trigger any of that. So that's the two flaws that we have. So the stop work order was put on the property. We allowed them to mitigate by putting insulation around it to try to stop some of the draft with the understanding there is some sense of urgency in getting something done for the homeowner, because he's got a breezeway coming from this. Again, that's no fault of ours, there should have been a permit pulled on that but I'm not going to beat that dead horse anymore. So, we all know where that's at. What information would be helpful in ascertaining would be how many windows are being replaced, how many are partially installed now. How many are permanently installed yet, and how many are still in place and not yet removed. That kind of lets you know what options you may have available to you. Right off the top the options are to have all these windows pulled out and replaced with wood windows, which would be within the purview of the Historic District Commission. The second option would be to work with the windows that are already pulled and put in and allow those to be finished and installed. You know again provided that a level of satisfaction has been made to you that the rail styles and components, muntin bars are the same thickness and have the same general appearance from the street. Again, you need four votes tonight out of five people here in order to make this work. That would be one of the things that has to happen. The third thing is that you could take a look at it and say well let's button up what's already in there. The windows that are gone or that are pulled, and that these windows are all parts/some installed or it's my understanding are in a dump somewhere. So those are not going to be able to be reinstalled. Whatever the case may be, you're looking at new windows for this. If there are any windows that have not yet been removed from the property you can review those on a standard where they would have to demonstrate those windows can't be repaired to your satisfaction or would be replaced, the burden of proof would be on him to show that. So, the other things that were in the packet that he described and he took some pictures and sent them around. A couple of those houses have been to the Historic District Commission. One of the houses I know was replaced long long ago, but he's got pictures of his house here and he's showing the exterior elevations for it. So perhaps he may be able to articulate a little bit better what the pictures are actually showing. With that I'm available for any questions that you might have or I'm sure they are as well.

Jeff Jenks: Now the picture, is that the house that we're talking about?

WindowPro Tim: It is...

Chris Vogelheim: Jeff do you have any other questions, we could just go around the...

Jeff Jenks: No, that's fine.

Michal Burshtein: Do you have here which windows are already in place?

WindowPro Tim: The complete job entailed the replacement of 19 windows and we have four remaining to do, so 15 have been replaced already.

Michal Burshtein: On which elevation?

WindowPro Tim: Which ones John? He's the homeowner.

John Neff: They're all inserted. So they didn't pull the permit, shame on them. There is only those four left, foamed around the outside. We're just leaking air on the inside, they're still shimmed. So, I had to put plastic up, use an actual stapler when it was one degree with 40 degrees below my kids are home sick. It's like I'm having to do this all outside. It's like they're already done, aesthetically they look the same. I went high end. There's like Marvin, Pella, Anderson. I wasn't doing Wallside Windows which are next door to me, but I think they're probably grandfathered in. Still, it's like, I don't know what to do at this point because it's seeping air in. I'm foaming all on the inside so all the holidays that were not pleasant at the end of the year. They had like less than two hours left to case them in, to be finished with it, after they spent four days there in and out of my house and it was pretty much a cluster of having to move things around those... Just trying to make it better for the neighborhood, and the other ones were black mold on the inside. MBA will open them up in 12 years and they were falling off literally and it's the old glass is a hazard to my little kids that go to Burton. I mean one hit of one, and it's not shatterproof or tempered glass which these are. They measured them twice, came out to make sure they fit. All the casings are on the inside, they're literally replacement except for the outside which was aluminum on the outside. But everything is intact, even the old molding that's been there since 1950. So, they fit perfectly in there, but I mean they're almost done and it's a shame that this had to happen and I'm getting the brunt of it because of all the other stuff. Really appreciate your time looking at it.

Jeffrey Abt: You'll need to give us a moment while we pass this around.

Michal Burshtein: Another question. Do you have the dimensions of the original window? I'm not about... like the framing?

WindowPro Tim: So this was an insert replacement. What that means is the old window frame was left in tact that holds the sashes. What we do is we take out the original sash, that's the part that holds the glass. We take out any balancers that are in the jams then we size a window to fit exactly inside the existing frame of the original window. So while I don't have the exact measurements of the existing window opening I could provide the dimensions of the new window that went into said openings.

(Inaudible)

Jeffrey Abt: I've replaced my windows, so I know.

John Neff: I didn't want to but everybody's been telling me to replace them for ten years. You can see some of the pictures and those are of the good ones I think.

Jeffrey Abt: Well I have to say that's not the issue for the Historic District Commission, Do you have any other questions Michal?

Michal Burshtein: I'm just wondering if we can figure out the dimensions of the profile in order to compare it for the new ones. So there's no existing window that is left?

John Neff: All the windows are replaced, technically the last few are foamed in on the inside because it was just gaping wind and then when it hits 40 miles per hour. That hits the side of the house. It would have been better if it was the back, but the front just rushed the air in.

Michal Burshtein: So there's not even one existing, ok.

John Neff: Like I said they were about 20 hours out from just casing it in. The shims are still in there so it's not actually even.

Hank Berry: If I could maybe help out here. What she's asking and what I'm getting is, these windows are put in, they're sash pack windows.

WindowPro Tim: Not quite a sash pack but close.

Hank Berry: So the window itself is going to be a little bit smaller because it's fitting in an area that's already defined rather than fitting in between the rough frame. So the glazing area, I guess what you're getting at, is the glaze area the same as what you took out.

WindowPro Tim: It would be impossible to be identical.

Hank Berry: With the sash pack window. So the glazing area is smaller. So are the muntins that are in the windows 5/8th's, 7/8th's?

WindowPro Tim: There are no muntin bars in the front.

Hank Berry: So there were none in the old window either then? Correct? Those lines that are going across?

WindowPro Tim: Those appear to be true divided lights.

Hank Berry: Okay, so in a TDL those are gonna be a little bit different. So are those 5/8th's spacing, are those 7/8th's in the old? Then what are the ones that you're putting in?

WindowPro Tim: They are current windows that Mr. Neff purchased and we installed do not have any type of simulated divided light.

Hank Berry: Ok so they're not an SDL. So basically they're not using that, so they're different in that respect. And the rails and styles are those two 2.25, 2.75?

WindowPro Tim: That I don't know off the top of my head.

Hank Berry: Is that where you were going? So they don't have that information.

John Neff: I just did a single pane same thing where I can open them. I mean literally I could open maybe two windows in my home, most of them are just shut or falling off and you can see the black mold in there. I don't know how to live like that. Aesthetically it looks the same, but then we get into the minor details; but they're all in. It's like, now, my wife can actually see out. Kids can see outside.

Jeffrey Abt: I should allow my fellow members of the commission to ask questions. I only want to interject at this point that if you had come to the commission first with a proposal we would have pointed out all the ways that you could meet the requirements without spending any more money.

(Inaudible)

Jeffrey Abt: I don't think anybody is questioning the fact that the original windows may have been deficient and had to be replaced. That I don't see as being a big point of disputed discussion. I mean sometimes they can be repaired but assuming that what you're saying is absolutely true still there's better and worse ways to do this

John Neff: Like literally next door they were white and now they're black. They're totally different aesthetically, these are all white on white, look great. Then the neighbors have like different color windows and Wallside Windows next to me...

Robert Lebow: Hank, have you checked the original blueprints?

Hank Berry: No, and part of the reason is because I can see what this is in the photos.

Robert Lebow: I too can see what this is I would like to just be able to substantiate what the original drawings called for. I don't think that these windows in any way are compliant with the historic district standards and the new ones certainly don't complement the house in any manner whatsoever. Clearly it's a mid-century modern style and design house and these windows are perfectly appropriate for that period and style and the new ones are pretty much as basic and generic lick and schmear windows you can get. They are style free, style-less, and speak to absolutely no era at all and have absolutely zero design aesthetic. I don't think the horse is dead. I want to know how this happened.

WindowPro Tim: To be perfectly candid it was a clerical error. Where we're at with really all trade businesses is lead times. So like with this job that took us 14 weeks to get in, but a lot of cities and municipalities their work permits expire in a certain time sometimes less than the time that we would pretty much usually pull permits. So our previous procedure would be we would contract a job, we get the approval once we apply for a permit. You know historical, yes, all of that would have taken place. Now with the expiration possibility on work orders, there's permits even before we get the material in. We basically implemented a delay in pulling the permit closer to when the job starts and frankly it just got missed. I mean we're a fifth generation owned company and we do a lot of work in historical districts and this one just got missed.

Robert Lebow: No one knew that there was no permit pulled?

WindowPro Tim: I don't know on that.

Robert Lebow: Ok.

Steve Behrmann: On the south side of the house I see there's like a bump out. I don't know if that's like in a kitchen area or something?

WindowPro Tim: It's a garden window.

Steve Behrmann: Was that part replaced also or...

WindowPro Tim: We did not touch that. That was there before we did anything with it. We did not install that garden window. That was there prior.

Steve Behrmann: Well I can see that the windows are not the same style. Hank, is this like a contributing resource or?

Hank Berry: It was listed as a contributing resource.

Steve Behrmann: I was just looking at the photographs that show one, of the front of the house, and we see like horizontal dividers. And I look at one from the inside of the house and I see a horizontal divider in there. Then the only pictures I think that we have of any new windows installed are these that I can see over here, which don't show any of those attributes. I'm also confused about what gets replaced on these. I gotta tell you this looks horrid. I mean what sort of moulding gets put back up here?

WindowPro Tim: The process of finishing that would be any exposed wood from the original frame or original brick mold would be clad in the field with aluminum to match the window. In this case it would be.

Steve Behrmann: There's a new window obviously in here, I can see it. I can see some foam or whatever but what else gets done to this before your company would typically leave this site.

WindowPro Tim: The existing wood frame of the original window as well as any brick mould would be covered in the field. So we would bend or fabricate a custom clad to go over that, made of aluminum.

Steve Behrmann: So we don't know what that is going to be proposed to look like either at this point. And that's not completed at this stage.

John Neff: That's all in except for those four windows, so you guys...

Steve Behrmann: Is there a picture in here that shows what a finished window looks like?

Hank Berry: They haven't finished any on this house but there's a couple things typically that would happen. They would wrap the edges that are missing after they foam the window, make

sure that the insulation value is there. They would either put a brick mould or a scab around the outside and then they would wrap the coil stock around that. That would constitute the finished window, and then they would caulk where the coil stock meets the brick. That would be typically how this would be.

Steve Behrmann: So what we're seeing here is the remnants of the old wood is going to be covered in some sort of aluminum. We don't really know exactly what that will look like but it's going to cover.

Hank Berry: Well it'll be clad, we don't have any dimensions or anything like that.

John Neff: All the old ones were aluminum on the outside too.

Michal Burshtein: You said some of the windows are completely installed. Do you have a picture of one of those?

John Neff: I do not.

Steve Behrmann: So are you a licensed builder or remodeler?

WindowPro Tim: So me personally, I am not. I'm a licensed salesperson underneath the builder Paul Windell who applied for the permit. Paul had a family event that he could not be here tonight.

Steve Behrmann: Is he permitted to pull permits? Is he licensed in this state to do this sort of work?

John Neff: These were only one of three certified Marvin installers. They're certified to install the Marvin windows, that's why I got them. Even the one here around the corner is not certified.

Steve Behrmann: I was just curious if the company that you work for is authorized and licensed to pull permits and perform work. I just didn't know the answer to that, I mean that might be the reason why they didn't have a permit. I just need to explore that.

WindowPro Tim: We do 250 to 300 jobs a year, we pull permits typically at really everytime a municipality requires one. Like I said there's no sugar coating it, it just got missed. We weren't trying to hide from doing the work unpermitted. We probably showed up on a Saturday or Sunday. I'm just being as honest as I can about it. That's what happened.

Steve Behrmann: I'm done, thank you.

Jeffrey Abt: Are these photographs that are in the packet, those are what the windows looked like before they were removed? Ok. I would say that they're essentially three issues. So one is the material. The Historic District Commission sees lots of requests for window replacement, and of course there are a variety of materials that can be used and we've certainly seen somewhere it's like a wood, it's an imitation wood. It's a synthetic material, there are various ways to replicate that. One of the issues we look at in that is so there's material and the second one is the design of the window framing such that the actual opening, meaning the glass part, replicates what was there originally. There can be variations in the wood framing but the glass part remains the same so that you're not making the glass part smaller

John Neff: I think it's technically bigger the way that they frame them in. That's why I got them it probably gives me a little more visual.

Jeffrey Abt: The reason I'm saying that is because we're getting into some of the questions that have to do with that. Then the third which is probably the most obviously important at least for people who are looking at windows from a question of historic preservation is the design of the windows, certain design features. In the case of windows in your house, the original windows, they all had styles running through them horizontal you know. They're particularly visible in the windows that face the street and in terms of the guidelines that we have from the Department of interior that historic district commissions all over the country follows the same basic core principles. What you see facing the street is like extremely important. I mean all of the windows in your house had these styles separating each part of the sash and it looks I'm guessing like none of those were replaced correct in all of the windows. They're just single pane tops single pane bottoms.

WindowPro Tim: No simulation of a divided light in the new windows.

Jeffrey Abt: That's an issue. I mean if you had come before we would have asked you to do that. Not a big deal you know, but it would have maintained the what Robert was referring to in terms of that mid-century modern look. You see it actually in the brick, you know in the second floor, of the brick running across the facade of your house. You've got those long horizontal lines running through that's a kind of typical mid-century modern move and it's really a delightful feature in the houses that we have and yours happens to be a good example of that. So by eliminating those horizontal lines that were in the windows you're actually stripping out an important design feature of the house. I see that as a real question for me personally, the area where it's most visible the living room window. The windows I imagine one's on the living room the other may be a dining room, but they're facing the street.

(Inaudible)

Jeffrey Abt: But you can see how those lines, they pick up the detailing along the corners of the front of your house. Those lines across the top, well you know, second story and so forth. So it's, you know, an important design feature. I think the question here is how to proceed. In some ways you're presenting us with a fait accompli and I don't know if there's, from a technical standpoint, is there any remediation? Is there a way at least if we're just talking about the facade; what could we do to get ourselves closer to what it should look like?

WindowPro Tim: What we could do is we could order new sashes and new jam liners for the new windows. And get them built with simulated divided lights. And in that case there would be a 7/8th's inch divided, simulated divided light.

John Neff: Well how long is that going to take because my windows, it's ridiculous I have to live like that right now.

WindowPro Tim: He's talking about in particular with the ones in the front. They're virtually finished, right?

John Neff: Well with all the styrofoam and plastic I've put up.

WindowPro Tim: To your question it would take four months for the new sashes to come in. Leave the original sashes in there until the new ones come in. If we could go in and at least get them completed as in with a plan to improve the facade of the front that's doable.

Hank Berry: If I may Mr. Chair I think that one of the options would be is that if the concern is primarily the streetscape and primarily what you can see from the front, that if he can get different replacement sashes with the horizontal lines that match what they have here for the front windows. Because they do very closely relate to the brick and they do relate to the front of the part of the structure and the squareness of the thing, the rectangular lines and that make a difference. If he could do that you could do something like authorize him to go ahead and finish the install on these, order the other, and pop out the front windows. And put the new front sash pack in with the horizontal lines in a four month period at that point in time if you would grant this with a certificate of appropriateness to go ahead and do that. Then we would do that. We would hold the job open and hold the bond. You know any fees that we would have with that until the job would be completed but they would have to do that.

Jeff Jenks: But with no additional cost to the homeowner because the permit was failed. And if the permit had been pulled you would have been going through the same exercise and known

ahead of time and you could have added whatever the costs are. But at this point it would be with no additional cost to the homeowner.

John Neff: Sure, I get that. I already put enough money down on it. It's like...

Jeff Jenks: Well the question always becomes who pays.

WindowPro Tim: Yes, so we're fully prepared to pay any fines in situations like this that would typically be levied on a homeowner. WindowPRO certainly will take that responsibility.

Jeffrey Abt: At this point before we continue on to board discussion, I see some visitors here if we have any public comments.

Barb Levin: Barb Levin at 26668 York a few doors down. I just want to say we totally support this family. We have replacement windows but it was long done before the historic commission and there are tons of houses right around us that have replacement windows that was done before the historic commission. I also don't think, and this is as a Realtor thing, that Realtors are telling people. That you knew when buying your house that it's in the historic district. They're not letting these people know this, and granted, I'm going to say shame on them for not pulling the permit. Obviously we wouldn't be here today, but please let these people live their lives. Fix these windows, and then go back and do what needs to be done four months from now. Nobody needs to live that way. I was so worried about them when it was so windy and sub-zero weather thinking... Oh my goodness, you know, just let them complete the job and then do what you need to do to make it compliant and in the future it would be wonderful if Realtors did let these people know that it is in the historic district because they are not disclosing that. That's all I have, thank you.

Jeffrey Abt: Thank you. Well it's time for some discussion. Do we have any further?

Robert Lebow: I have one more question. Has a permit yet been pulled?

Hank Berry: The permits been applied for but it has not yet been granted because I need an action from the HDC to do that.

Jeff Jenks: Comment. The district that you're in started really and got planted under almost a hundred years ago. I think it was 1916. 1920's, 1930's we started getting a lot of growth there and the area was part of at least copied after Huntington, England. In 2004, because there were problems like this occurring we spent about a year studying the 108 homes out of 2428. About 5% that are in the historic district, because they have a unique character that was famous for that and we tried to retain that. One of the quirks that, everyone likes to change the window so, "I

can put this on the outside and this on the inside.” But the real standard in the historic district is the decision process for selecting replacement windows should not begin with the survey of contemporary window products which are available as replacement but should begin with a look at the windows which are being replaced, and you’re really supposed to try and repair the wood. If you can’t do it then you want to virtually duplicate it. People don’t say that and that gives us some ideas of what we can do going forward. It really becomes difficult because as was pointed out your house has lines in the front. That is intentional, it is unique. You drive where I live you’re not going to see that. Every house is brick but it’s not going to have the design and style. The minute you start breaking that down and everybody else does, the historic district loses its character. We brag about it, it is unique. You paid through the nose to move in. And that has occurred really for almost 100 years...

John Neff: I love that about it. We have Albert Khan across, but then I have brick that’s tilted. Yeah, it’s a 1950’s home, but on Hendry. That’s why I wonder about the district itself because you have these 1927 homes are gorgeous but they’re not in the district...

Jeff Jenks: ... Yeah but I mean the reality is that the rules are different and contractors know that. If there was a mistake it’s not your fault. It’s the contractor, whoever was the licensee is trained in that. That’s why they have a license. So it’s a two way street, when the builder comes in they will usually check with Hank.

Jeffrey Abt: I think we’re ready to entertain a motion.

Michal Burshtein: One more question. Do you have a different frame, because im looking at the new one. I found one picture. The old one had a protrusion...

John Neff: Those were all cased with aluminum. That wood is exposed so that’s why I was worried too. I have all of this exposure to the elements where it was all encased with aluminum. That’s the whole framing (inaudible).

Jeffrey Abt: I think probably what happened is that a previous owner put storm windows and screens over the original windows and the original wood. So the aluminum you’re referring to was an add-on. Probably to insulate the house and provide screens and so forth and there may have been some aluminum put around the windows at that time. That’s a very common kind of treatment but if you took all of that off you would have exposed the original windows and then that would look different... So replicating that doesn’t bring you closer to the historical look of the house, you’d be replicating something that was done 30-40 years or so ago or whatever.

Hank Berry: Originally there would have been a brick mould and that’s long since been gone from this. It’s not unusual when they put storm windows on to do this. Mr. Chair if I could just

offer, you may want to go ahead and move for the approval of the reinstallation of the windows with the temporary basis on the front providing they come in with a window and you may even want to let them install this. Let them come back to the next meeting with a sample of what they propose to do to make this right on the front of the house at least. You can see what it is and they can provide you with dimensions at that point. But for the time being at least Mr. Neff can get the windows in and the house airtight for that. With the understanding that they'll come in and do that. At that point in time I'll hold the permit approval in advance until HDC approved the window that would go in on the front.

Steve Behrmann: Would we table it then or do we just postpone a decision?

Hank Berry: Well you have to have some form of action to allow them to finish installing the windows so you would move to approve with the codicil that the front is to be replaced and to come back for the front windows in the February meeting so that they can get it on order so even if the order in February is still the end of May they're putting in the rest of the windows and they're all done. Assuming that the window that they're putting in is at a minimum satisfactory. So that's where your conversation might want to start and that way you have at least some kind of assurance that the front windows will be at least linear and matching.

Jeffrey Abt: I have a question for you, because I think I'm kind of on the same page as you Hank. I think there is a policy question we need to sort out first but are you able with these kinds of windows to do them with the style so they're actually visible on the outside of the glass. In other words there are different kinds.

WindowPro Tim: Well you can do true divided lights but they're so energy inefficient nobody does them so you do that via a simulated divided light whereas you put an exposed rail on the exterior and typically it'll be on the interior as well to simulate the true divided light.

Jeffrey Abt: That's the SDL right? What I'd like for the commission to do is sort of break this down into pieces. I want to focus on what we would like to see as the end result. My thinking is that if we could have the look of the original windows that faced the street on the second and first floors replicate what was originally in the house, as we see it in the photograph, that to a large extent I think would satisfy our needs. The left side of the house is not so visible and the right side of the house is already not the way it was originally because we have that little garden window... I think if we could agree to prioritize that, meaning the street side, then I think we have a kind of principle to work with and then we can go through the other pieces that Hank was talking about. Is there a consensus on that? Would that be agreeable to everybody?

Jeff Jenks: The other thing is because of a failure to pull the original permit that the additional expense be with the contractor as opposed to the resident. I would like it to show in the commentary.

Robert Lebow: Tim has already agreed to doing that. But I take exception to something you just said. Marvin Windows own website proudly exclaims their authentic and divided lights especially for historic window restoration... I'm not going to argue with you. Marvins site itself touts what a wonderful product this is. So divided lights are possible for Mr. Neffs house and that's what was originally there and I think, Hank, if the city could provide Tim with original drawings. If we have them in the vault, that would be a tremendous asset.

Hank Berry: We can certainly show them to him if they exist. He can take photos of them if he wants to have copies... They may have some rail or style components or types of windows listed. So to the extent that that's helpful that's fine. That would provide an excellent blueprint for Tim to go ahead and do his mock-ups.

Jeffrey Abt: I think we're ready for a motion. Does anybody want to try and craft one? I can do it as Chair can't I? Okay. That's right, I'm going to build the motion and someone is going to have to move it. I move that Mr Neff be given a certificate of approval for the completion of the work to the extent that the windows are properly insulated to get you through the winter with the following codicils. One would be that the windows facing Hendry be redone to replicate the style in the SDL permit, both on the second floor and on the first floor... We move to grant a certificate of approval for the completion of the windows on the house provided we're presented with a new plan for the windows that are facing Hendry Avenue and York Road at the February meeting. We encourage you to see with Hank if there are blueprints that you can consult that might have some specs about the styles and rails. Assuming that information is not available that you'll proceed with a plan that replicates as closely as possible what we see in the photograph of the house as it originally showed. At that point we will revisit the approval for the four windows that are facing York Road. The condition that we will be looking at is number five in the department of interior guidelines. That specify the materials, features, finishes, and construction techniques that are examples of craftsmanship that characterize the property will be preserved. And that number six, the deteriorated historic features will be repaired or restored rather than replaced or if not the new feature will match the old in design, color, texture, or possible materials.

Jeff Jenks made the motion and it was seconded by Steve Behrmann.

Ayes: Steve Behrmann, Jeffrey Abt, Jeff Jenks, Michal Burshtein

Nayes: Robert Lebow

Robert Lebow: Standard number two is crucial in conjunction with number five and number six. If the contractor is willing and the homeowner is willing that number two should be observed also, it actually goes hand in hand with the others.

Jeffrey Abt: Then we also have the observation from the commission that it's the sense of the commission that under the circumstances regarding the failure to pull a permit in a timely fashion that any additional costs will be borne by the contractor rather than the homeowner. I believe with that we are done with this case.

Hank Berry: Mr. Chair that's all I have for you this evening.

Jeffrey Abt: ... Robert and I were discussing a little before and I have a question and the question is how are homeowners nowadays informed about whether or not their houses are in the historic district?

Hank Berry: Hopefully the real-estate agents would be telling them. I don't know why they're not. In this particular case they may have cost him a lot of money in the respect that this project if it was done differently could have availed themselves of historic tax credits. The tax credit program is back so I mean their could have been thousands of dollars available to Mr. Neff that he wasn't made aware of... The only other thing that we can do is we can come out with some verbiage and put a letter together to the Realtors stating that if you are listing or selling a property in the historic district that it would be a good idea to inform your clients of the benefits of the historic district such as the HTC's but at a bare minimum they should tell them. We know here, anybody that comes in and asks for a permit the first thing we ask for is an address. At that point in time our complete BSNA software system flags historic properties.

Jeffrey Abt: ...I wonder if as a part of the process by which the city clerk is notified when a property changes hands

Hank Berry: ...Not every property transfer affidavit comes into this office.

Steve Behrmann: Could there be signage to denote areas as historic districts?

Hank Berry: Right now I'm looking at new street signs that have historic district toppers and we're looking for grant funding to see if we can possibly make something like that happen.

Jeff Jenks: Could we do an annual letter to the 108 homeowners telling them these are the requirements and at the same time these are the tax advantages. It would be nice, it's not expensive...

Hank Berry: That would be you got 108 homes you know what I mean you're not looking at a ton and a half of money.

Robert Lebow: In the past we've discussed not doing a general letter like that once a year but in the city newsletter in every edition a note about the historic district.

Jeff Jenks: Robert, the problem becomes the following. I don't know very often if I'm in the historic district.

Robert Lebow: ... This is the historic district and this is what we're doing now.

Hank Berry: Why can't we do both.

Jeff Jenks: I just think it would be helpful especially because there can be tax advantages. Then neither side the contractor nor the homeowner gets in trouble because both are going to be saying, "Did you?" It just makes it easier and it's not a huge number of homes. And I had to go door to door...

Hank Berry: Some of us may have walked with you then.

Robert Lebow: This all comes to the single point of we need to have better outreach...

(Inaudible)

Jeff Jenks: You need bragging rights also because that's an amazing district. You go back and there talking about it almost 100 years ago.

Hank Berry: Mr. Chair you're still on the record at this point.

Jeffrey Abt: Well I wanted to just ask a question about if we wanted to pursue these two ideas. You know one of having an item in the Huntington Woods newsletter and also being more proactive in terms of sending letters to homeowners.

Hank Berry: The letters are a no brainer. I can do that this week. That's 108 homes that's no problem. The newsletter I'll have to find out the channels for that. It may be that we want to devote a little bit of space and have like a little blurb or an article written about every house or something like that. What I want to do is find out how I'm going to get us some reserve space in the newsletter, that's all. We can discuss that at the next meeting.

Jeffrey Abt: Do we have any other business.

ADJOURNMENT:

Jeffrey Jenks motioned to adjourn the meeting of the Historic District Commission, Michal Burshtein seconded the motion.

Ayes: Steve Behrmann, Jeffrey Abt, Jeff Jenks, Michal Burshtein, Robert Lebow

Nays: None

The Motion Carried, meeting adjourned at 9:15 pm.

Submitted

Lucas Rice - Recorder

Consent Agenda #5e

CITY OF HUNTINGTON WOODS
REGULAR MEETING OF THE HISTORIC DISTRICT COMMISSION
MINUTES
April 3, 2023
7:30 p.m.
In Person Meeting – Huntington Woods Commission Room

Chairman Chris Vogelheim called the Meeting to order at 7:34 p.m.

PRESENT: Joe Rozell, Michal Burshtein, Jeffrey Abt, Chris Vogelheim, Michael Wright, Ed Engman

ABSENT: None

City Staff Present: Zoning Administrator, Hank Berry.

APPROVAL OF MINUTES:

January 4th Meeting minutes

Chris Vogelheim: I have a comment, I missed that meeting, so Jeff needs to be listed as Chair.

Jeffrey Abt: Right, Chris wasn't here. I was the one who ran the meeting then and that is it for me, and I will move that the minutes be approved as corrected.

Jeffrey Abt moved to approve the minutes as corrected, the motion was seconded by Michal Burshtein.

Ayes: Joe Rozell, Michal Burshtein, Jeffrey Abt, Chris Vogelheim, Michael Wright, Ed Engman

Nays: None

February 1st Meeting Minutes

Chris Vogelheim: I have no comments, it was a quick meeting.

Jeffrey Abt moved that the minutes be accepted as written, the motion was seconded by Michal Burshtein.

Ayes: Joe Rozell, Michal Burshtein, Jeffrey Abt, Chris Vogelheim, Michael Wright, Ed Engman

Nays: None

AGENDA ITEMS:

Matter of review of a new garage, driveway and replacement privacy fence to the Craig residence at 26573 Dundee.

Shawn Craig: I'm Shawn Craig, I reside at the money pit at 26573 Dundee. I have lived there since August of 2021. For those of you who are unaware, we moved out for all of 2022 and embarked on some extensive interior renovations. We're proud members of the historic district of Huntington Woods, we're really excited to raise our family here. Of all the things that we accomplished last year as a family, including our new son Tommy, the renovation of our house is high on the list of accomplishments and we're super proud. Any of you that would like to come have a drink or a snack you're all welcome to come take a look and we would love to have our backyard finished this summer, which is part of this whole process here so that we could all enjoy that. So, for those of you that are unaware the house featured an enormous swimming pool in the back that was... I don't know if it was ever built to code, I don't know if it was ever approved in any way because it filled up so much of the yard that you could not actually safely walk around it. After a lot of consideration in terms of trying to keep it or trying to make it safe for our kids, we made the decision to fill it in. Now that it is filled in there's a lot of backyards and it would make sense to add a garage to it just to make sure that the property is in good working order. So, this is the house as it is today on the bottom left, this is a kind of material board that my wife and I put together of what we would imagine the garage would look like. We take the secretary of the interiors' rules seriously and I know that there's been some back and forth from the idea that we want it to look like it feels like it's part of the property, but we don't want it to look like it is a historic structure. It has to distinguish itself as something that is in fact new to the house. So, with that said, I know because my wife wrote the copy on the deck, that we did save all of our bricks we saved of exterior structures on the property that we tore down, and we did save all of those bricks and clean them so that they can be reused. We used many of them in the rebuilding of the back of the house as we took off, quite frankly, a dangerous all-seasons room that the previous owner had built. So there is enough brick left that we intend to use it to build the eyebrow that's on the plans of the new garage but we have this new selection of brick that is, while similar, is several shades darker than the original house that we think matches nicely while also making it distinctly different than the house to you know establish that

it is a new structure. With that we are looking for a more modern garage door that has glass panels at the top that, you know, further differentiates it from the house as being new. So currently the fence is a standard wood privacy fence that is in a state of disrepair and falling down and covered in vines, really more of a safety concern, we don't intend to change it significantly other than to make sure it's new and looks nice. Then the driveway, similarly, has been also in a state of disrepair. It is very difficult to get your trash cans over, it needs to be redone. Do you have questions? Okay, so, the next slide is the plot plan which you all have a bigger version of. I probably should have included the plot plan with the pool, the pool stretched all the way from the proposed patio through the proposed garage. So now when we're looking at it this is stamped to say that this does fit the rule of all of the structures within the backyard now cover 50% of the allotted space. That's right Hank?

Hank Berry: That is correct, and I just want to point out for the commission that the patio and the proposed deck there, those are actually there now. Those have already been taken care of and are done. The only thing that's left is the garage and what I believe Mr. Craig hasn't pointed out is that the whole driveway needs to be redone, it definitely needs the driveway to get back to the garage. So that'll be added on to what's there now.

Shawn Craig: Also noting in what I was looking at the original blueprints of the house, the proposed deck while it is now wood it was originally brick that served as an egress there was it was one little back patio that served as an egress and that the patio that there now also was an exterior egress from the house that had since been covered up by the owner prior to us. So, the spirit of all of this is to make the house functional while also restoring it to somewhat of its original intention of how it was built on the property, and we can get into that with the proposed plans and drawings. As not having a ton of space, we're not looking to build some kind of gigantic mega-garage that bigfoots the lot or that has any kind of upstairs. It's basically a square that has some nice brickwork and two doors, a door and a garage door. These were the original plans for the garage, as Hank pointed out we actually don't have any proof that this was ever built, or it was on the property, but this is what the city has that was torn down at one point. So, we think that it does have kind of an homage to what was originally on the property while also being different enough to establish that it is not a historic structure. Then there's Saul again standing on the back deck, with a visual of where the garage would be. Thank you for your consideration. Please let me know if you have any questions, comments, or concerns.

Chris Vogelheim: Perfect, thank you. Hank, do you want to go through your review?

Hank Berry: I will indeed. If you take a look and you can follow my cursor. This particular wall, and depending on how he builds it it's going to have to be fire rated. Which is fine, easy to do, he's putting a brick structure up anyway. This area here is what does not exist for driveway, which is what you're going to be asked to approve this evening. He is redoing the whole

driveway. They're doing the whole driveway, and the material that you're showing just for clarification is a saw cut concrete. Is that what you're planning on using? *(Affirmation)* Okay, and then for the fence what you're looking at is you're looking at that specific type of fence to replace the dilapidated fence that's there. *(Affirmation)* Okay, so the materials you have in the packet that he's proposed, we did not have the fencing materials before tonight. So, if you have any question, you certainly should ask him, but this is pretty basic. The zoning ordinance provides for the allowance of a garage and there's a couple codicils for that. They can have one accessory structure and one garage. Right now, what they have is no room left for an accessory structure but they're willing to accept that to get the garage, for the 50% lot coverage. So, this is what they're proposing, this is where they're proposing it. If you take a look at the historic district standards for this, I have included the guidelines in your packets. So, for one if a property should be used for a historic purpose or placed in a new use it requires minimal change. There's no change here, the use is the same, it's still single family residential. Then standard two, the character of the property shall be retained and preserved. This is for a new garage and driveway to the proposed location, as none exists on site they're entitled to the garage for the zoning ordinance of the driveway is academic if you pass the garage, so you've got to do both, but I need the motion. The fence bears discussion only because we didn't have the materials, and now he's defined that it's going to be a wood sculpted fence. Then for three, each property shall be recognized as a physical record of its time, place, and use; changes that create a false sense of historical development such as adding conjectural features or architectural elements from other buildings should not be undertaken. Again, this garage is designed to be applicable yet satisfy the differentiation of time and construction codicils and the driveway is the means of egress and ingress into this garage. Foremost properties change over time, those changes that have acquired historic significance of their own right shall be retained and preserved. This building does not yet exist, there may be a time when it does but right now that wouldn't be something that you would consider in order to pass this. Five, again, distinctive features and construction techniques or examples of craftsmanship that characterize the property shall be preserved. This doesn't apply to the drive and the garage because it isn't there yet. Again, on the six is deteriorated historic features, which doesn't apply because it's not there yet. Chemical and physical treatments don't apply as they're not being used. And 8, archeological resources affected by a project shall be protected and preserved, if such resources must be preserved mitigation shall be undertaken. This really doesn't apply, and I can assure you that Mr. Craig did not find any dinosaurs when he took out of the pool. Any new additions, exterior alterations, or related new constructions shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the size, massing scale and architectural features to protect the historic integrity of the property in its environment. This would be a new construction and does appear to meet compatibility standards but that's for you to vote on. And number 10, new additions or adjacent or related new construction shall be undertaken in a manner that if removed in the future the essential form and integrity of the historic property and its environment would be unimpaired. Again this will comply, because if

you took the garage out of it, it would be just like it was before the garage. The rest of the stuff has already been approved so other than that Mr. Chair if you have any questions I'm happy to answer them as I'm sure Mr. Craig is, and the floor is yours.

Chris Vogelheim: Thank you, thanks so much. Why don't we just go around, and Joe we'll start with you, and we'll go this way today.

Joe Rozell: So, can you provide a little detail on what the fence material is?

Shawn Craig: The fence company right now is suggesting cedar that can be painted. That's what they're recommending. Transparently I know that I should have a defined material, but I think they were saying based upon availability when this is green-lit. The idea is that it would be a replacement for whatever is currently there.

Hank Berry: Typically, in my estimation that'd probably be a western red cedar and that would take a stain if that were their color scheme.

Shawn Craig: That's my only comment, thanks.

Michal Burshtein: I see you have some bricks?

Shawn Craig: Yeah, would you like to see them?

Michal Burshtein: Yes, but are those the new ones or the old ones?

Shawn Craig: These would be the new ones, so this brick here is a little bit darker. Right? Which would be the differentiating thing and we're going to try to control as many darker bricks into it as we can, but the bundle comes from the brick factory. Is it a brick factory? I don't know where bricks come from. We'll use the bricks as they're provided, but yes, these are the new ones. You can tell from the picture on slide three that the house is a shade or two lighter.

Michal Burshtein: That's my only question.

Jeffrey Abt: So, where is the fence that's being replaced?

Shawn Craig: It's on the north and south sides of the property. Currently the whole back side of the fence is my neighbor's property.

Hank Berry: So, you're just taking the two and taking the two sides and returning them to the house.

Shawn Craig: Yes.

Jeffrey Abt: So, this is from the back to the house, there's not a fence that runs down to the street that I recall.

Shawn Craig: No.

Jeffrey Abt: The new fence is basically going to replace the old fence in terms of the height of the fence and so forth.

Shawn Craig: Sorry to make a comment, the current fence as it is, the previous owner of the house was a nice man, and he built the fence the wrong direction because he liked the look of that side of it. So, it is technically my fence even though it appears to be both of my neighbors fences because it's facing the wrong direction. (Inaudible crowd comment) We'll see.

Jeffrey Abt: How did you decide abo. the garage has a single large door as opposed to two individual ones.

Shawn Craig: We have two kids, I drive a pickup truck and trying to get in and out of the garage with a smaller garage door would be challenging.

Jeffrey Abt: Okay, I was just curious about that seeing as the blueprint showed that there were two. Which kind of makes a little more sense. With regard to the brick, it's a pretty dramatic change from the look of the house. Are you comfortable with that? It seems to me it's not really necessary, I mean I understand what you're saying in terms of setting it off, so you don't want to make it look like a historic structure. It seems to me like that's a pretty dramatic change you know, you could do something that might be more subtle.

Shawn Craig: Under advice of Hank, and also just having attended these meetings it seems like that sometimes the commission goes one way or the other. Where sometimes if they're too similar then it's a problem versus... I was trying to get something that was approved, I don't particularly have a strong tie to this exact color. If we wanted to go a shade closer or we wanted to go a shade farther away, I'm very open to that. I was really going along the lines of it trying to fit whatever the rules that everybody agreed upon were.

Jeffrey Abt: Yeah, when you said you were going to use the brick that you saved from the other structures and you it was the brow, are you talking about that arc that's over the entrance. (Affirmation) That's what you were thinking of, okay, with the keystone that was going to be a little bit lighter than the other brick. I see what you were thinking.

Shawn Craig: Then potentially if there was enough, that circle above it.

Jeffrey Abt: Right, I get it. Those are the questions that I had.

Michael Wright: No question, that's great.

Ed Engman: No questions from me.

Chris Vogelheim: I'll just support Jeffrey's comment that if you wanted to make the brick match closer, I would have no problem with it. The detailing is obviously different. It's up to you but I don't mind borrowing from some of the details. I know we're not trying to mimic historicism but sometimes it's nice to have a little bit of matching.

Jeffrey Abt: The other question I had is about the doors. It looks like from the little sheet that you were thinking of something that looks more like carriage doors as opposed to what's shown on the drawing. Is that what you're thinking?

Shawn Craig: Truthfully, my wife made some decisions about the garage door after the drawings had been done, and then going back to the architects to redo the drawings just simply for the door didn't feel prudent.

Jeffrey Abt: I'm guessing, I mean I drove by your house and looked at it. I was the person with the binoculars and cameras. You probably thought it was a detective, and I'll bet that it was probably Belden Brick Company that supplied the bricks and they're still in business. I'll bet you could find something that's just a tad darker than what you have in the house, but it would give you the variation and kind of set it off in a way that you would like. You know, so, give you a little choice.

Chris Vogelheim then opened the floor for the public to speak.

Ruth Moore: Hi, I'm Ruth Moore and I live down the street. I'm at 26550 Dundee and I just need to ask. Are you extending the driveway? I can't tell from the plans.

Shawn Craig: Extending the driveway?

Ruth Moore: Is it going to be longer?

Hank Berry: This will be the new section, if you take a look up at the board like we were talking. This section in here will be new. This will all be replaced but this is the only new section back here.

Ruth Moore: So, it will be a bit, but you need it.

Shawn Craig: Yes, in order to get to the garage.

Ruth Moore: Okay, I would vote for matching the brick also.

Dave Shore: I'm still a little bit in shell shock from the last time I was here, but. I'm Dave Shore from 26398 Hendry. I'm here because of one of the fence lines we'll be sharing. I know the work that Shawn and Kristin have done on the house, and everything is gorgeous and high quality. So I'm comfortable that the replacement structure will be nice and it will be much better to look at that. e falling over, ivy strewn, collapsing fence that's there now. So, I'm totally supportive. I have no opinion on the garage, other than that he should probably have a garage. Those are my only comments.

Chris Vogelheim: Great, thank you for your participation.

Seeing no more speakers, the floor was closed for public discussion.

Michael Wright motioned to approve the plans as presented. The motion was seconded by Jeffrey Abt.

Ayes: Joe Rozell, Michal Burshtein, Jeffrey Abt, Chris Vogelheim, Michael Wright, Ed Engman

Nayes: None

Hank Berry: Mr. Chair at this time the only other thing that I have as other business would be that we do have training coming up, but it will be in May and that'll be from MHPN. I'm not sure if that will be conducted here in person or if it will be in video format. So far the video format for the other boards and commissions is working very well, so we may try that if that could be arranged but May is our anticipated date for that. Other than I have nothing else Mr. Chair.

Chris Vogelheim: I just have some procedural questions because I missed a meeting in January. There are new members, do we have to revote for Chair and Vice-Chair. Okay, We passed that.

Hank Berry: Because it was you and Jeff that were redone. I believe that was in December.

Chris Vogelheim: Thank you. Anything else?

Jeff Abt: Yeah, I wanted to follow up on something from the last meeting. Not the last meeting but the meeting before it. Which was, some process for notifying people that are in the Historic District that they're in the Historic District. You know we talked about a couple of options, one was sending letters to people or putting a notice in the newspaper or all of the above. Have you had any more thoughts about that?

Hank Berry: That'll be happening, and it'll just be informational, but I also have a meeting with Nancy Finegood who used to be the executive director for MHPN. She actually just moved back and into Berkley. I had a long conversation with her, and she may have some information with us on how to do some other things like Grants, Street signs, and all kinds of other cool stuff. So, we're looking at that. The other thing that I did want to let the HDC know, as long as we brought up that, is the city of Detroit has approved our marker, location, and donation. So now the only thing we have to do is get it in, make a time, make a date, get the city commission involved and go from there. We're very excited about that we hope to have the city of Detroit there as well, along with any other member of Ben Davis' family that is still willing to come.

Jeffrey Abt: This is for Rackham right?

Hank Berry: Yes, this is for Rackham.

ADJOURNMENT:

Joe Rozell called for adjournment.

Ayes: Joe Rozell, Michal Burshtein, Jeffrey Abt, Chris Vogelheim, Michael Wright, Ed Engman

Nayes: None

The Motion Carried. Meeting was adjourned at 8:08

Minutes submitted: Lucas J. Rice

Consent Agenda #5f

CITY OF HUNTINGTON WOODS
SPECIAL MEETING OF THE HISTORIC DISTRICT COMMISSION
MINUTES
May 24, 2023
7:30 p.m.

In Person Meeting – Huntington Woods Commission Room

Commissioner Chris Vogelheim called the Meeting to order at 7:33 p.m.

PRESENT: Joe Rozell, Jeffrey Abt, Michael Wright, Ed Engman, Steve Behrmann, Chris Vogelheim

ABSENT: Michal Burshstein

City Staff Present: Zoning Administrator, Hank Berry.

AGENDA ITEMS:

Matter of a review of a replacement of windows with doors to the Pitko House at 26665 York.

Brian Pitko: We are proposing to put French doors in our sunroom, and to take out two replacement windows that are 5 feet wide and replace them with 5 ft. French doors.

Hank Berry: We're looking at replacing windows with doors. The headers will not change. The window opening size will be respected, it's just going to be doors.

Hank Berry showed the rear view of the house and where the windows would be replaced with doors.

Hank Berry: A couple things here to notice. The windows are clearly not original to the house, and this is an addition. I found a survey from 1975 that shows that this is an addition. In 1975, that room did not exist. In 2023, it does not hit the 50 years to consider that addition historic. The house is a contributing resource in the Hill District. There's no access to the yard. Everything has to come around the side of the house right now, so the convenience factor for this would be astronomical. Standard One is: the property shall be used for its historic purpose or be placed in a new use; it requires minimal change to the defining characteristics of the building site environment. The use is still the same, it's a single-family home. Standard Two: The historic character of the property shall be retained and preserved, the removal of historic materials or alteration of the features and spaces that characterize the property shall be avoided. It's unclear

that the addition is historic, even if you were at the 50-year mark. Standard Three: Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development such as adding contextual features or architectural elements from other buildings should not be undertaken. That's not what they're doing here - they're taking out windows that weren't part of the original structure and they're putting in doors that aren't part of the original structure, but they are respecting the opening size. Standard Four: Most properties change over time, those changes that have acquired historic significance in their own rights shall be retained and be preserved. That part doesn't qualify because it has not been there for 50 years. Standard Five: Distinctive features, finishes, and construction techniques are examples of craftsmanship that characterizes the properties shall be preserved. This is just a typical frame construction. This is nothing that's spectacular, out of the ordinary, and doesn't represent any type of architectural feat or anything. This is the same type of framing on the back of that that would be like my garage. Standard Six: Deteriorated historic features shall be repaired rather than replaced. This isn't the case here. This isn't anything that would apply at all. Standard Seven: Chemical or physical treatments such as sandblasting cause damage to historic materials should not be used. This one, again, would not apply. Standard Eight: Significant Archaeological resources affected by a project shall be protected and preserved. They're not changing the footprint, so it is unlikely that they will unearth a T-Rex in the backyard so that wouldn't really apply. Standard Nine: New additions, exterior alterations, or related to construction shall not destroy historic materials that characterize the property. This is an exterior alteration, and the material is different from the existing house. The door would also be a distinguishing material that could be said that the existing windows they are replacing were different as well. You're swapping one thing for another but none of it meets the 50-year criteria. Standard Ten: New additions and adjacent/related new construction shall be undertaken in a manner that if you moved in the future, the essential form and integrity of the historic property and its environment would be unimpaired; this would be true but then they would be taking out the door and putting back in the windows. There's no upside to that at all.

Joe Rozell: I don't have any comments.

Michael Wright: It's a mystery to me why this is even here. It's at the back of the house, and it's not part of the original home. This is a no-brainer.

Jeffrey Abt: I agree it's uncontroversial.

Ed Engman: I agree.

Steve Behrmann: I think this is one of those instances to make an administrative approval qualification.

Hank Berry: I would encourage you to do that.

Chris Vogelheim: I would second that because the addition was not historic, I think this would have been an excellent case for administrative review.

Chris Vogelheim then opened the meeting to public participation. Seeing no one wanting to participate - public participation was closed.

Michael Wright motioned to approve the plan as presented. Ed Engman seconded the motion.

Ayes: Steve Behrmann, Jeffrey Abt, Michael Wright, Chris Vogelheim, Ed Engman

Nays: None

The motion carried.

Jeffrey Abt: At a training session that I went to, someone from the state mentioned knowing when historic properties change hands so we can let someone know they've purchased a historic property because this has been the case in the past - someone buys a house in the historic district, they start making changes, they didn't realize they're in the historic district and all of the sudden they've got this problem on their hands in terms of getting a review. Someone from the state said one of the things that we could do is work with DTE to have DTE notify us anytime a property changes hand.

Hank Berry: I would have to run that by legal to see if we even have any ground to stand on to know when people's billings change. The city has a communications person now. He could possibly be utilized in a way that could get us a generic letter to the historic district.

ADJOURNMENT:

Michael Wright motioned to adjourn the meeting of the Historic District Commission.

Ayes: Steve Behrmann, Jeffrey Abt, Michael Wright, Chris Vogelheim, Ed Engman

Nays: None

The Motion Carried, meeting adjourned at 7:52 pm.

Submitted

Lucas Rice - Recorder

Consent Agenda #5g

MINUTES

Huntington Woods Library Advisory Board

Meeting Date: Monday, May 15, 2023

Present: Deb Hemmye, Beth Applebaum, Michelle Curtin, Angela Povilaitis, Bridget McKinley, Marty Ferman, Eliza Bressack

- I. Call to Order-7:05 p.m.
- II. Approval of minutes of April 17, 2023 meeting -Approved
- III. Friends of Library Report-A brief report was given by Marty Ferman. The Wine Tasting Event was well attended. There was a discussion about the scholarship offered each year by the Friends. The essay requirement was debated by members of the LAB.
- IV. Librarian's report by Director Deb Hemmye.
 - a. Summer Library Hours -Library will be closed Sundays from Memorial Day-Labor Day.
 - b. PT Children's Librarian-There are 3 applicants. There was a discussion about the details of the position and interviews.
 - c. Tech updates: New staff computers have been purchased. Deb is working on setting up the signage at the Reception Desk.
 - d. Drop Box for Pleasant Ridge is almost complete.
 - e. *Creating Anti-Racist Library Culture* -Class attended by Deb Hemmye. Deb provided a brief description of the structure of the class and an evaluation of the format and content.
 - f. MLA Library Survey – the results were discussed and a link was provided for further information.
 - g. New website proposals- There was a discussion about the priority of improving the Library website and an update on the range of vendor proposals.
 - h. Added item: eBooks-There was a discussion about the economics of library eBook loans and the culture of publisher and vendor contracts.
- V. Public Participation-None.
- VI. Comments-None

Next Meeting is June 19, 2023

The Library Advisory Board meets at 7 p.m. on the third Monday of each month in the Friends Room on the lower level of the library.

Adjournment -8:05 pm

Minutes prepared by Beth E. Applebaum

Consent Agenda #5h

CITY OF HUNTINGTON WOODS
SPECIAL MEETING OF THE ZONING BOARD OF APPEALS
DRAFT MINUTES

April 19, 2023

7:30 p.m.

In Person Meeting – Huntington Woods Commission Room – City Hall

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

PRESENT: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park, Ben Falik.

CITY STAFF PRESENT: Hank Berry

ABSENT: Andrew Doctoroff, Adam Tonge, Michael Brooks

APPROVAL OF AGENDA

Joe Claya motioned to approve the agenda.

The motion was seconded by **Bree Stocker-Smart**.

Ayes: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park.

Nays: None

Absent: Andrew Doctoroff, Ben Falik, Adam Tonge, Michael Brooks

The motion carried.

AGENDA ITEMS:

Matter of an appeal from Jason D. Vallus, Horizon Builders Inc. on behalf of the McMullan family at 26645 York Rd from section 40-6.03 - Accessory Buildings to allow 2,920 sq. ft. (70.59% coverage of the rear yard) where 2,068.25 sq. ft. (50% coverage) is allowed.

Mr. McMullan: We've been in our house for 34 years. The deck that is there, was there when we moved in. It is in disrepair. There are pictures in your packets. We're not seeking to expand anything - the deck that is there is dangerous. We're just looking to replace the deck that is there, and make it one level instead of the several that are there now.

Hank Berry: The ordinance says that there cannot be more than 50% of the rear yard covered. The problem that Mr. McMullan is experiencing is the fact that the deck was already there when he moved in. His conundrum is that he needs the deck. He's got a sliding glass door off of the rear so he needs the egress anyways. The house is in the Hill Historic District. The lot coverage already exists and is legal non-conforming. The situation predates the rear yard lot coverage regulations.

Bree Stocker-Smart: So the footprint isn't changing at all?

Hank Berry: No, it is not.

Adam Wallace opened the floor for public participation, seeing none participation was closed.

Bree Stocker-Smart: So it's staying the same, it's just new material?

Mr. McMullan: Yes, it is.

Joe Claya: I do have a question. Coming out of your sliding door - why do you need that total length that you have right now? Can't it be shortened up a little bit?

Mr. McMullan: If you're there in person, it's not really a lot of room. I would prefer to replace the deck with the same dimensions rather than make it any smaller.

Joe Claya motioned to approve the plan as presented. **Bree Stocker Smart** seconded the motion.

Ayes: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park, Ben Falik.

Nays: None

Absent: Andrew Doctoroff, Adam Tonge, Michael Brooks

Adam Wallace opened the floor for public participation, seeing none participation was closed.

ADJOURNMENT:

Ben Falik motioned for adjournment. **Joe Claya** seconded the motion.

Ayes: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park, Ben Falik.

Nays: None

Absent: Andrew Doctoroff, Adam Tonge, Michael Brooks

The motion carried.

Meeting adjourned at 7:37p.m.

Submitted

Lucas Rice - Recorder

Consent Agenda #5h

CITY OF HUNTINGTON WOODS
SPECIAL MEETING OF THE ZONING BOARD OF APPEALS
DRAFT MINUTES
April 19, 2023

7:30 p.m.

In Person Meeting – Huntington Woods Commission Room – City Hall

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

PRESENT: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park, Ben Falik.

CITY STAFF PRESENT: Hank Berry

ABSENT: Andrew Doctoroff, Adam Tonge, Michael Brooks

APPROVAL OF AGENDA

Joe Claya motioned to approve the agenda.

The motion was seconded by **Bree Stocker-Smart**.

Ayes: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park.

Nays: None

Absent: Andrew Doctoroff, Ben Falik, Adam Tonge, Michael Brooks

The motion carried.

AGENDA ITEMS:

Matter of an appeal from Jason D. Vallus, Horizon Builders Inc. on behalf of the McMullan family at 26645 York Rd from section 40-6.03 - Accessory Buildings to allow 2,920 sq. ft. (70.59% coverage of the rear yard) where 2,068.25 sq. ft. (50% coverage) is allowed.

Mr. McMullan: We've been in our house for 34 years. The deck that is there, was there when we moved in. It is in disrepair. There are pictures in your packets. We're not seeking to expand anything - the deck that is there is dangerous. We're just looking to replace the deck that is there, and make it one level instead of the several that are there now.

Hank Berry: The ordinance says that there cannot be more than 50% of the rear yard covered. The problem that Mr. McMullan is experiencing is the fact that the deck was already there when he moved in. His conundrum is that he needs the deck. He's got a sliding glass door off of the rear so he needs the egress anyways. The house is in the Hill Historic District. The lot coverage already exists and is legal non-conforming. The situation predates the rear yard lot coverage regulations.

Bree Stocker-Smart: So the footprint isn't changing at all?

Hank Berry: No, it is not.

Adam Wallace opened the floor for public participation, seeing none participation was closed.

Bree Stocker-Smart: So it's staying the same, it's just new material?

Mr. McMullan: Yes, it is.

Joe Claya: I do have a question. Coming out of your sliding door - why do you need that total length that you have right now? Can't it be shortened up a little bit?

Mr. McMullan: If you're there in person, it's not really a lot of room. I would prefer to replace the deck with the same dimensions rather than make it any smaller.

Joe Claya motioned to approve the plan as presented. **Bree Stocker Smart** seconded the motion.

Ayes: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park, Ben Falik.

Nays: None

Absent: Andrew Doctoroff, Adam Tonge, Michael Brooks

Adam Wallace opened the floor for public participation, seeing none participation was closed.

ADJOURNMENT:

Ben Falik motioned for adjournment. **Joe Claya** seconded the motion.

Ayes: Joe Claya, Rick Polan, Adam Wallace, Bree Stocker-Smart, James Park, Ben Falik.

Nays: None

Absent: Andrew Doctoroff, Adam Tonge, Michael Brooks

The motion carried.

Meeting adjourned at 7:37p.m.

Submitted

Lucas Rice - Recorder



Consent Agenda #5i

Finance Department Memo

To: Honorable Mayor and City Commission

From: Ethan Haan, Finance Director

Date: September 14, 2023

Subject: Treasurer's Report July 2023

The cash and investment positions as of July 31st, 2023 are attached.

The second half of property taxes are due October 31st. Residents may only utilize the second half option if they have paid 50% or more of the balance of their tax bill by August 10th, otherwise the full amount is due in full with 1% penalty accruing per month. Notices for second half payments as well as notices for residents who were late paying their taxes went out around Labor Day weekend. Winter taxes will be mailed out December 1st and payable February 14th.

Auditors from our auditing firm Maner Costerisan will be at City Hall September 18th-21st for fieldwork auditing the City's financial records for the 2022-2023 fiscal year. The auditor's final report will be presented to the Commission at its December 18th meeting.

FINANCE REPORT - CASH POSITIONS

FUND	FUND #	CURRENT INVESTMENTS	CURRENT CASH	TOTAL AVAILABLE
GENERAL FUND	101	3,739,825.29	(1,626,149.75)	2,113,676
MAJOR STREET FUND	202	548,761.61	47,375.09	596,137
LOCAL STREET FUND	203	5,064.34	33,726.23	38,791
ACT 345 PENSION FUND	205	(1,671.33)	105,486.15	103,815
RECREATION FUND	208	1,113,441.99	59,103.87	1,172,546
GWK DRAIN FUND	225	49,306.45	2,958.17	52,265
RACKHAM DEFENSE FUND	250	34,166.72	284.87	34,452
BUDGET STABILIZATION FUND	257	1,257,508.07	33,184.78	1,290,693
ELEVEN MILE - DEBT FUND	303	24,909.87	11,030.88	35,941
2010 UTGO DEBT	304	118,251.60	32,324.81	150,576
2012 UTGO DEBT	305	84,981.55	32,146.03	117,128
2014 UTGO DEBT	306	200,907.99	38,052.07	238,960
2017 UTGO DEBT	307	73,156.99	33,139.59	106,297
2019 UTGO DEBT	309	435,857.82	41,030.12	476,888
2020 CAPITAL IMP. BONDS	396	96,848.50	67,746.74	164,595
CAPITAL PLANNING FUND	401	1,069,785.80	(183,161.85)	886,624
SEWER CONSTRUCTION FUND	483	5,027,970.85	(114,783.53)	4,913,187
ROAD & SEWER CONSTRUCTION FUND	497	4,129,792.24	(686,766.57)	3,443,026
ROAD MAINTENANCE FUND	498	521,548.55	(44,285.38)	477,263
SANITATION FUND	515	87,320.69	36,824.70	124,145
WATER FUND	592	1,941,308.71	183,613.31	2,124,922
EQUIPMENT FUND	661	912,353.91	36,679.57	949,033
TRUST & AGENCY FUND	701	360,800.00	117,342.27	478,142
POST RETIREMENT FUND	731	765,131.00	39,421.35	317,447.50
TOTAL ASSETS - INVESTMENTS/CASH		22,597,329	(1,703,676)	20,406,548

FIDUCIARY (TRUSTEE)	TYPE	AMOUNT INVESTED	PERCENT INVESTED	YIELD
MICHIGAN CLASS	Interlocal	8,554,557	27.42%	5.27%
OAKLAND COUNTY POOL- OPER	Pool	339,034	1.09%	0.36%
FIFTH THIRD SECURITIES	Agency	1,661,020	5.32%	1.10%
COMMERICA - J FUND - 4438	Pool	230,048	0.74%	4.46%
COMERICA SECURITIES - 2362	Agency	4,228,851	13.55%	2.64%
HUNTINGTON BANK	Agency	1,253,892	4.02%	1.20%
MULTIBANK SECURITIES	Agency	4,463,948	14.31%	2.20%
FLAGSTAR INVESTMENT ACCOUNT	Savings	1,502,704	4.82%	3.95%
FLAGSTAR BOND ACCOUNT	Savings	272,382	0.87%	3.95%
OAKLAND COUNTY BOND ACCOUNT	Pool	8,696,261	27.87%	0.36%
TOTAL INVESTMENTS		31,202,697	100.00%	
WEIGHTED AVERAGE YIELD				2.59%
OPERATING CASH ACCOUNT				(1,703,676)
INVESTMENT ACCOUNT				22,597,329
TOTAL DOLLARS AVAILABLE				20,893,653

Proclamation #1



Lissencephaly Foundation Inc
Empowering Families Educating Communities.

Lissencephaly Awareness Day Proclamation

WHEREAS Lissencephaly is a rare gene-linked brain malformation, causing the brain to have less or no ridges & folds; making it appear smooth. It is estimated about 1 in 100,000 individuals are born with this condition; and

WHEREAS people living with this condition may also suffer from hypertonia, epilepsy, swallowing disorders, developmental delays, and more; and

WHEREAS addressing the complex medical needs early in life is imperative to helping families successfully care for their children at home. The need for more education, awareness and support for families is desperately needed; and

WHEREAS Lissencephaly Foundation Inc; a nonprofit charitable organization wants to help support these individuals through our continued efforts of empowering families and educating communities; and

WHEREAS It is appropriate that one day each year should be set apart from the rest and be known as Lissencephaly Awareness Day, this day shall be on September 30th; and

WHEREAS on September 30th, residents of the City of Huntington Woods and surrounding communities will participate in a Walk and Roll the family of Hunting Woods resident Julianna Filak to raise awareness for Lissencephaly; and

WHEREAS the City of Huntington Woods encourages all our residents to wear blue, purple and gray for Lissencephaly Awareness Day on Saturday, September 30th in honor of Julianna and all who are working to overcome this condition;

NOW, THEREFORE, I Mayor Robert Paul, do hereby proclaim September 30, 2023, to be known in the City of Huntington Woods as Lissencephaly Awareness day and urge our citizens, patients, caregivers, medical professionals and all agencies and organizations interested in supporting these families to unite on that day in observance of such exercises.

Proclaimed at the Regular City Commission meeting of September 19, 2023

Mayor Robert F. Paul, III Mayor

Proclamation #2

A Proclamation of the City of Huntington Woods, Michigan Recognizing September 15, 2023 to October 15, 2023 as National Hispanic Heritage Month

WHEREAS, each year, the United States observes National Hispanic Heritage Month by celebrating the culture, heritage and countless contributions of those whose ancestors were indigenous to North America including Mexico, as well as those who came from Central America, South America, Spain, and the Caribbean; and

WHEREAS, what began in 1968 as Hispanic Heritage Week under President Johnson was expanded by President Reagan in 1988 to cover a 30-day period starting on September 15 and ending on October 15; and

WHEREAS, the date September 15 is significant because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. Additionally, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

WHEREAS, we recognize and honor the many ways that Hispanics have enriched the fabric of our society and we rededicate ourselves to address the lack of equal access to opportunity that many still face; and

WHEREAS, the Hispanic population of the United States is now 62.1 million, constituting 18.7% of the total population; and WHEREAS, in Oakland County the Hispanic population is now 61,000, constituting approximately 4.8% of our total population. and

WHEREAS, in the State of Michigan and Oakland County, the Hispanic population represents a wide range of nationalities and backgrounds, all of whom make a positive contribution to educational, non-profit, government and business sectors which reflect the remarkable diversity of the American people; and

WHEREAS, State of Michigan Hispanic employees comprise 5% of our workforce, delivering services and providing leadership in ALL departments throughout the county.

WHEREAS, Hispanics continue their rich tradition of significant and diverse contributions to the cultural, educational, economic, social and political vitality of the State of Michigan and Oakland County.

NOW, THEREFORE, BE IT RESOLVED, that on this 19th day of September 2023, the City of Huntington Woods does hereby proclaim September 15th – October 15th, 2022, as Hispanic Heritage Month and encourage all residents to celebrate our unique and vibrant history and recommit ourselves to a shared future of healthy, peaceful, safe and sustainable communities for all.

Proclaimed at the Regular City Commission meeting of September 19, 2023.

Robert F. Paul, III, Mayor



National Recovery Month – September 2023

- WHEREAS,** According to the Substance Abuse and Mental Health Services Administration (SAMHSA), in 2021, 16.5 percent of American (or 46.3 million people) 12 years or older, were classified as having a substance use disorder in the past year, including 29.5 million people who were classified as having an alcohol use disorder and 24 million people who were classified as having a drug use disorder; and
- WHEREAS,** According to the Centers for Disease Control and Prevention (CDC) over 105,000 overdose deaths occurred in the United States in 2022, a 2% decrease from 2021; and
- WHEREAS,** Substance use recovery is important for individual well-being and vitality, as well as for families, friends, communities, and businesses; and
- WHEREAS,** OCHN continues to educate and raise awareness of the risks and potential harm associated with prescription drug misuse; and
- WHEREAS,** Stigma and stereotypes associated with substance use disorders often keep people from seeking treatment that could improve their quality of life; and
- WHEREAS,** Substance use disorders occur when the re-current use of alcohol and/or other drugs cause clinically or functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home; and
- WHEREAS,** Substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of their choice while striving to achieve their full potential; and
- WHEREAS,** Substance use disorder recovery is a journey of healing and transformation, enabling people to live in a community of their choice while striving to achieve his/her full potential; and
- WHEREAS,** Substance use disorder recovery, benefits individuals with substance use disorders by focusing on their abilities to live, work, learn, and fully participate and contribute to society and also enriches the community culture; and

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network and the City of Huntington Woods hereby recognize September 2023 as National Recovery Month. OCHN and the City call upon our citizens, government agencies, public and private institutions, businesses, faith-based organizations, and schools to re-commit our state to increasing awareness and understanding of substance use, and the need for appropriate and accessible services to promote recovery.

National Suicide Prevention Month – September 2023

- WHEREAS,** September is known as National Suicide Prevention Month and is intended to help raise awareness surrounding suicide prevention resources available in the community; and
- WHEREAS,** World Suicide Prevention Day is observed each year on September 10; and
- WHEREAS,** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and
- WHEREAS,** According to the Centers for Disease Control and Prevention (CDC), each year more than 48,000 people die by suicide; and
- WHEREAS,** Suicide is the second leading cause of death for people 10 to 34 years of age, the fourth leading cause among people 35 to 54 years of age, and the eighth leading cause among people 55 to 64 years of age; and
- WHEREAS,** Organizations like the National Alliance on mental illness (NAMI) and National Suicide Prevention Lifeline, 988 work to help individuals in crisis and provide resources to shed light on this highly stigmatized topic; and
- WHEREAS,** Every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and
- WHEREAS,** Oakland Community Health Network (OCHN) is committed to being a Zero Suicide organization and cultivate a network of providers who are engaged in the Zero Suicide philosophy.

NOW, THEREFORE, BE IT RESOLVED that, Oakland Community Health Network and the City of Huntington Woods hereby recognize September 2023 as National Suicide Prevention Month. OCHN and the City call upon our citizens, government agencies, public and private institutions, businesses, faith-based organizations, and schools to recommit our state to increasing awareness and understanding of suicide prevention, and the need for appropriate and accessible services to assist individuals in crisis.

Inspire Hope • Empower People • Strengthen Communities

5505 Corporate Dr. | Troy, MI 48098 | Phone 248.858.1210 | Fax 947.218.3838 | www.oaklandchn.org



Agenda #2

MANAGER'S MEMO

To: Honorable Mayor Paul; City Commission; Rocco Fortura, Public Services Director; Ethan Haan, Finance Director

From: Chris D. Wilson, City Manager

Date: September 13, 2023

Subject: 2023 Paser Rating

The City is in receipt of an updated Pavement Surface Evaluation and Rating (PASER) map for 2023. This updated map includes the road construction and paving work done this construction year. I have attached the map for your review.

PASER scores are given on a 1-10 scale, 1 being the worst and 10 being the best. The roads marked in black represent roads that have been repaved or reconstructed since 1995. You can see the corresponding ratings for roads that have yet to be repaved and reconstructed are lower than ones that have been worked on, in many cases significantly lower.

Based upon the road conditions reflected in these ratings, the City is planning major reconstruction on Meadowcrest and Newport in the next two construction seasons. There are also identifiable areas of needed work on the east side of the City and areas west of Scotia and south of Lincoln.

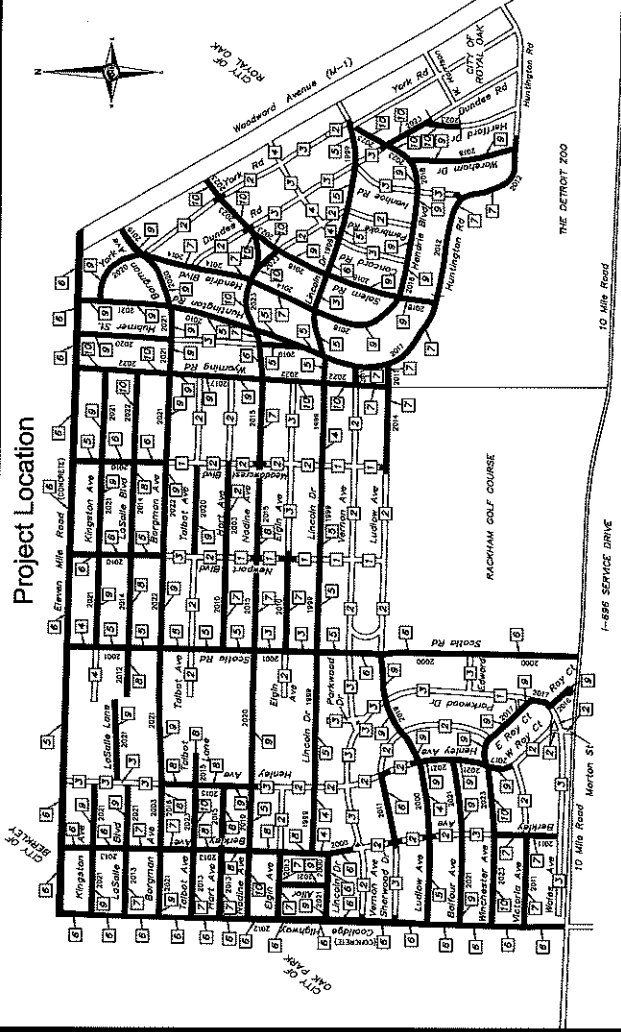
Once all areas have been properly reconstructed with adequate road drainage installed, the City will be able to pursue more aggressive cycles of widespread maintenance paving, which is less expensive and time consuming than much of the reconstruction work we are currently undertaking. But significant progress has been made, unaddressed areas are being addressed and the City is moving toward a streets system that can be sustainably maintained for years and decades to come.



DEPARTMENT OF PUBLIC SERVICES
HUNTINGTON WOODS, MI 48070
TEL (248) 547-1888
FAX (248) 414-2866
DIRECTOR - DEPARTMENT OF
PUBLIC WORKS
MR. ROCCO FORTUNA

CITY OF HUNTINGTON WOODS OAKLAND COUNTY, MICHIGAN

NF
ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
NOWAK & FRAUS ENGINEERS
40771 WOODWARD AVE
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8237



ASPHALT PASER DESCRIPTIONS (* - denotes priority distress)

- ASPHALT 10 - EXCELLENT**
New Construction
Less than 1 year old
Only 8' 10' for one year
- ASPHALT 9 - EXCELLENT**
Like new condition
Recent overlay
More than 1 year old
No defects.
- ASPHALT 8 - VERY GOOD**
Occasional transverse crack >40' apart
All cracks light (hairline)
Recent seal coat or slurry seal
Few if any longitudinal cracks or joints
- ASPHALT 7 - GOOD**
Longitudinal crack on paving joint open <1/4"
Transverse cracks 10'-40' apart
Traverse cracks open <1/4"
First signs of wear
Little or no raveling
Few if any patches in good condition
- ASPHALT 6 - GOOD**
Longitudinal cracks open 1/4" - 1/2"
Transverse cracks open 1/4" - 1/2"
Transverse cracks less than 10' apart
Some surface cracking
Some structure and stable
Slight to moderate polishing or flushing
No patches or few in good condition
Slight raveling

Project Location

ASPHALT PASER DESCRIPTIONS (* - denotes priority distress)

- ASPHALT 5 - FAIR**
Longitudinal cracks >1/2"
Transverse cracks >1/2"
Secondary cracks (crack raveling)
First signs of longitudinal cracks at edges
Patching/overlays in good condition
Moderate raveling
Extensive to severe flushing & polishing
- ASPHALT 4 - FAIR**
Longitudinal cracking in the wheel paths
Transverse cracks >1/2" (error in the PASER manual)
First signs of structural weakening
Severe surface raveling
Multiple longitudinal & transverse cracks with slight track erosion
Patching in fair condition
- ASPHALT 3 - POOR**
Less than 25% alligator cracking (first signs)
Moderate rutting 1" - 2" deep
Severe block cracking
Longitudinal & transverse cracks showing extensive crack erosion
Occasional potholes
Patches in fair/poor condition
- ASPHALT 2 - VERY POOR**
Severe alligator cracking
Severe rutting or distortion >2"
Closely spaced cracks with erosion
Frequent potholes
Extensive patches in poor condition
- ASPHALT 1 - FAILED**
Loss of surface integrity

LEGEND

- Completed 1995-2023
- Multiple Water Main Breaks
- 2023 PASER Rating

1995-2023 City Roadway/Infrastructure Improvements Projects

Future Planning Map Based Upon 2023 NFE Paser Data



Issued for Review: September 1 2023
Nowak & Fraus Engineers Job No.: F394/N379



Agenda #3

MANAGER'S MEMO

To: Honorable Mayor Paul; City Commission; Ethan Haan; Finance Director; Carol Rosati, City Attorney

From: Chris D. Wilson, City Manager

Date: September 12, 2023

Subject: Equalization Contract with Oakland County

The City of Huntington Woods has contract assessing services with the Oakland County Equalization Division for many years. Our current contract for these services expired on June 30th of this year. Oakland County has been undergoing a comprehensive review of existing contracts for assessing services.

A proposed contract for the two-year period from July 1, 2023 to June 30, 2025. Sections 10.2 and 10.3 detail the costs of these services for each of the two contract years. For Contract Year 23-24 the costs is \$15.60 for each parcel of Real Property and \$14.82 for each Personal Property parcel. For Contract Year 24-25 the per parcel prices are \$16.22 for Real Property and \$15.41 for Personal Property. The prices for Contract Year 23-24 represent a 4% increase over prices for the last Contract Year. Prices for Contract Year 24-25 are also representative of a 4% increase over prices for Contract year 23-24. Based upon the current number of Real Property and Personal Property parcels in the City, the estimated costs for FY 23-24 will be **\$43,488** and **\$45,210** for FY 24-25.

The City Attorney has reviewed the proposed contract and did not object to the form or language of the document. City Administration is pleased with the service provided by Oakland County Equalization Division and is does not believe that we could replicate the level of service for the same cost in-house or elsewhere.

RECOMMENDATION -- ...be it so resolved that the City Commission approves the Assessing Services Contract with Oakland County Equalization Division for the term July 1, 2023 to June 30, 2025 as presented.

**Equalization Division
Leadership Team**

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Leigh Ann Bouchey, MMAO, PPE
Clerical
248.858.5585
boucheyl@oakgov.com

August 11, 2023

Mr. Chris Wilson, City Manager
City of Huntington Woods
26815 Scotia Rd
Huntington Woods, MI 48070

RE: Assessment Contract 2023-2025

Dear Chris Wilson:

I hope this letter finds you well. As you are aware, our existing Contract between the Oakland County Equalization Division and your community expired on June 30, 2023. As previously communicated, this delay was the result of a comprehensive review to ensure that our Contract is as transparent as possible regarding our respective responsibilities. Enclosed with this letter you will find the updated Assessing Services Contract, which outlines the terms and conditions of our partnership.

The Contract's main components remain unchanged in substance. The costs per parcel have been adjusted by a 4% increase per Real Property Parcel and Personal Property Parcel, for the Contract Year beginning July 1, 2023 to June 30, 2024; and another 4% increase per Real Property Parcel and Personal Property Parcel, for the Contract Year beginning July 1, 2024 to June 30, 2025. See Contract attached, Sections 10.2 and 10.3. These adjustments reflect inflationary increases in the County's cost of providing services.

We have taken utmost care to ensure that all aspects of our engagement are thoroughly covered within the contract. It is designed to provide clarity on the objectives, responsibilities, timelines, and other relevant details that will guide our work together.

To proceed with the contract, we kindly request that you review the document at your earliest convenience. If you find the terms acceptable, we ask that you present it to your duly elected officials for approval and then sign the signature page enclosed with the contract and have it witnessed.

We require four (4) copies returned, including ORIGINAL signed Signature pages, to our office with the voted RESOLUTIONS from your local meeting approving the Contract. This will facilitate the necessary processing and documentation on our end to County Board of Commissioner Chair David T. Woodward for his signature and ensuring a seamless implementation of the contract.

Should you have any questions, or if you would like to discuss any specific points within the Contract, please do not hesitate to reach out to me. I am also available to arrange a video meeting to discuss the Contract and address any concerns, or if you prefer, we can meet face-to-face.

Please feel free to contact me at 248.858.0760 or by email at lohmeierm@oakgov.com to coordinate any further steps or to schedule a meeting.

Thank you for your attention to this matter. We value the opportunity to work alongside your community and are eager to move forward with continuing our partnership.

Sincerely,

A handwritten signature in cursive script, reading "Micheal R. Lohmeier".

Micheal R. Lohmeier, MMAO, PPE, MAI, SRA, FASA, RES

Equalization Officer

Oakland County Equalization Division

250 Elizabeth Lake Road, Suite 1000W

Pontiac, MI 48341-0431

Phone: 248.858.0760

Email: lohmeierm@oakgov.com

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE
FOR
REAL AND PERSONAL PROPERTY ASSESSMENT
ADMINISTRATION SERVICES
WITH THE CITY OF HUNTINGTON WOODS**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (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 WITH the City of Huntington Woods, a Michigan Constitutional and Municipal Corporation whose address is 26815 Scotia Road, 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

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (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.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. 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 responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.

5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration 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 mutually agree as follows:

§1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

1.1 "County Agent" or "County Agents" shall be defined as any and 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" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and 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 the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.

1.2.1 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 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.

- 1.3.1 Any reference in this Contract to Assessment 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.
- 1.4 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.5 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and 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 any and all persons acting by, through, under, or in concert with any of them. 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.
- 1.6 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, 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, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, 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 any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or 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.

1.8 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and 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, unless used in this Contract to provide specific context otherwise, and will do so as:

1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.

1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.

1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

§2. **PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in 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 Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. **ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.

3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.

3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission Assessors *Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.

- 3.4 Assessment Division Personnel will annually determine assessed, capped, and taxable value for each property.
- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
 - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
 - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provide to Municipality in a timely and organized manner in order for County to process.
- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel will prepare and maintain ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel in providing assistance when and where needed.
- 3.9 Assessment Division Personnel will sign all necessary pre-Board of Review assessment roll certifications, and attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11 Assessment Division Personnel will have the required certifications for Municipality and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records

under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.10a.

- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15 Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

§4. MICHIGAN TAX TRIBUNAL. Assessment Division Personnel agree to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".

- 4.1 Michigan Tax Tribunal, "Entire Tribunal Division" and "Entire Tribunal". Both Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to work together throughout the appeal process for a fair resolution, however, Assessment Division Personnel shall be the final decision-maker of all Entire Tribunal appeals.
 - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.

- 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
- 4.1.3 Municipality agrees, if an outside appraisal report is required for use as evidence within the Entire Tribunal, the Municipality attorney will hire the private independent fee appraiser(s), who will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, or otherwise qualified appraiser, for any non-real property appeal. Municipality further agrees the Selection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney.
- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision-maker of all Small Claims appeals.
 - 4.2.1 Small Claims cases Involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
 - 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. Municipality agrees to the selection of the appraiser by the Assessment Division Personnel, with participation and input from the Municipality attorney. Assessment Division Personnel will assist the Municipality attorney and will provide final resolution for any potential settlement solution, with input from the Municipality attorney. The Parties agree Assessment Division Personnel will determine complexity of the case and/or of the property on a case-by-case basis.

4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).

4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

§5. STATE TAX COMMISSION. Assessment Division Personnel agree to assist the Municipality involving any related activities, including petitioning and defense activities, relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") involving the "State Tax Commission" and "Commission". Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES. The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.

6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.

6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own

public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).

- 6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.
- 6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and 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.
- 6.8 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 Agents 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 and/or the conduct and actions of any County Agent. 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:
- 6.8.1 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 County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.
- 6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and 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, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or

education required for any County Agents performing any County duty or obligation under the terms of this Contract.

- 6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division 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.
- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, 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.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents 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 Assessment Service responsibilities under the terms of this Contract.

§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE. 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 any and 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.

- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and 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. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. All communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal shall be directly made to the Equalization Officer and its Chiefs of the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.

- 7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that 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, State Tax Commission or any other review body or court.

§8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County 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 agrees that it 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 agrees that it shall be solely and completely liable for any and 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 any and 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 The Municipality agrees that 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. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS. The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development/TIF plans.
- 9.2 The establishment of Economic Development/Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5 The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6 The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a Monthly Basis.
- 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.

9.9.1 Maintain adherence to its policies, any and all of its related ordinances,

and all local and state laws and regulations.

9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.

9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

§10. TERM AND PAYMENT SCHEDULE OF CONTRACT. The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

10.1 The Contract term shall be from July 1, 2023, through June 30, 2025.

10.2 For the period from July 1, 2023 through June 30, 2024 ("Contract Year 23-24"), the Municipality shall pay to the County the sum of **\$15.60** for each parcel of Real Property description and **\$14.82** for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before **July 1, 2024**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.3 For the period from July 1, 2024, through June 30, 2025 ("Contract Year 24-25"), the Municipality shall pay to the County the sum of \$16.22 for each parcel of Real Property description and \$15.41 for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before **July 1, 2025**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

10.4 The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contract.

10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.

10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.

- 10.7 No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County 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.
- 10.8 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.
- 10.9 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. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 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.
- 10.11 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 Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent 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 possible subsequent 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 Clerk of the County and the Clerk for the Municipality.

10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

§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 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, 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. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE 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 the Equalization Division 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.

12.1 The Municipality shall, always 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. The Municipality agrees that 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.

- 12.2 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.
- 12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and 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.
- 12.4 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.

§13. 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 expressly provided otherwise 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 to any other person or Party.

- 13.1 The Parties further agree, 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.
- 13.2 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.

§14. INDEMNIFICATION, LIABILITY AND INSURANCE. The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

- 14.1 The Parties agree that 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 other 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 County 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.
- 14.2 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 County 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 are 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.
- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, 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, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all 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 the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. 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. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").

§15. INDEPENDENT CONTRACTOR. The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. 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.

§16. COUNTY PRIORITIZATION OF COUNTY RESOURCES. The Municipality acknowledges and agrees that 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 County services to the Municipality.

§17. NO THIRD-PARTY BENEFICIARIES. Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), 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.

§18. CONFIDENTIALITY. The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with

such record information.

- §19. **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 non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **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.
- §21. **NOTICES.** Except as otherwise expressly provided for herein, any and 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.
- §22. **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.
- §23. **ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the 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.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, 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 undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, Robert F. Paul III, Mayor of the City of Huntington Woods, hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of Huntington Woods, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Huntington Woods to the terms and conditions of this Contract.

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

DATE: _____

WITNESSED: _____
Heidi Barckholtz, Clerk
City of Huntington Woods

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

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

WITNESSED: _____ DATE: _____

(Print Name) _____ DATE: _____
County of Oakland



Agenda #4

City Clerk/HR Memo

To: City Commission

From: Heidi Barckholtz, City Clerk

Date: September 15, 2023

Subject: Agreement for Election Services with Oakland County

With the implementation of Proposal 2, the County and County municipalities may enter into an agreement, pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a et seq., for the purpose of operating and early voting site.

Oakland County, under the leadership of Clerk Lisa Brown and Elections Director Joe Rozell will be partnering with municipalities within Oakland County to create regional early voting sites. The site for Huntington Woods will include the City of Huntington Woods, the City of Berkley, the City of Oak Park, and the City of Pleasant Ridge. The site will be located at the Oak Park Community Center, this was determined to be the most centrally located with adequate space and parking.

The County will assume the costs related to the acquisition of equipment, software, and supplies. The costs related to staffing the regional early voting site with Election inspectors, publications, and facility rental/cleaning charges that are not reimbursed by the State or other entity, shall be equally divided amongst the participating municipalities.

The County will appoint the elections workers needed for the sites, including training.

The hours for the nine days of early voting are 8:30 am to 4:40 pm except Thursday with the hours being 12pm to 8pm. The site will operate from Saturday to the following Sunday before the election with both County and City staff working as site supervisors.

This partnership is of great value to municipalities and will provide not only a cost savings but assurance that the statutory deadlines are met with the State, adequately trained workers are provided, and a cohesive and comprehensive early voting implementation is provided for the voters. This document was reviewed by the City Attorney.

Suggested Motion: Motion to approve the agreement for Election Services between Oakland County and City of Berkley, City of Huntington Woods, City of Oak Park and City of Pleasant Ridge.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND CITY OF BERKLEY And CITY OF HUNTINGTON WOODS And CITY OF
OAK PARK And CITY OF PLEASANT RIDGE

This County Early Voting Site Agreement (the "Agreement") is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the "County") and City of Berkley, 3338 Coolidge Highway, Berkley, Michigan 48072, City of Huntington Woods, 26815 Scotia Road, Huntington Woods, Michigan 48070, City of Oak Park, 14000 Oak Park Boulevard, Oak Park, Michigan 48237, and the City of Pleasant Ridge, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069 ("Municipality") (the County and each municipality are sometimes referred to as the "Parties"). In this Agreement, the County and each municipality are represented by their respective clerks in their official capacities.

PURPOSE OF THE AGREEMENT. The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site.

Name of county
Oakland County

Name of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Berkley	7	13,177
City of Huntington Woods	5	5,630
City of Oak Park	16	26,442
City of Pleasant Ridge	1	2,450

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an Early Voting Plan are described in MCL 168.720h(3).
 - 1.4 **Election Services** encompasses the following individual Election Services provided by the County Clerk's Elections Division: Conduct and Administration of Early Voting.
 - 1.5 **Legislative Body of the Municipality** means the city or township governing board elected or appointed and serving in the municipality.

- 1.6 **Municipality** means any participating municipality, which are entities created by the State or local authority or which are primarily funded by or through State or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.7 **QVF** means the Qualified Voter File as described in MCL 168.509m.
- 1.8 **QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.
- 1.9 **Site Supervisor** means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting. A site supervisor may delegate the supervisor's duties to a member of the supervisor's staff.

2. **SCOPE OF THE AGREEMENT.**

- 2.1 The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.

3. **COORDINATOR.**

- 3.1 The Oakland County Director of Elections will serve as the Coordinator of each early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.
 - 3.1.1 In the event that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.
- 3.2 If the Coordinator becomes unavailable for any reason, the Coordinator role will be filled as follows:
 - 3.2.1 The County Clerk will appoint a new Coordinator.
 - 3.2.2 The new Coordinator will assume the responsibilities of the Coordinator on either a temporary or permanent basis.

4. **QVF CONTROLLER.**

- 4.1 The Oakland County Director of Elections will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF Controller may designate these duties to a member of his/her staff.

5. **APPROVAL OF EARLY VOTING SITES.**

- 5.1 Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, will submit each early voting site location to the Board of County Election Commissioners for approval.

- 5.2 A regional early voting site will serve all electors covered by this Agreement. The electors covered by this Agreement will also be served by the County's central early voting site.

6. APPOINTMENT OF ELECTION INSPECTORS.

- 6.1 The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- 6.2 At least 21 days before each election, the Board of County Election Commissioners will appoint for each early voting site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 6.3 The Board of County Election Commissioners will further designate one appointed Election Inspector from each early voting site as chairperson.
- 6.4 The selection of Election Inspectors will be governed by MCL 168.674.

7. APPROVAL OF EARLY VOTING HOURS.

- 7.1 The Parties agree to all of the following:
- 7.1.1 Early voting will be conducted for the nine days guaranteed by the Constitution. The hours will be from 8:30am-4:30pm each day, except that Thursday the hours will be from 12pm-8pm.
- 7.1.2 The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

8. NOTICE OF EARLY VOTING HOURS.

- 8.1 Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality agree to give public notice of the dates and hours for early voting at the regional early voting site and central early voting site by posting information on the County's and each municipality's website. If the municipality does not maintain a website, it shall post the notice in the same manner as it posts other notices.
- 8.2 After an Early Voting Site is approved by the Board of County Election Commissioners, the County Clerk will send a notice to each registered elector entitled to vote at that Early Voting Site with the information required under Michigan Election Law. The notice will be subject to review and approval by the parties. After that initial notice by the County Clerk, the Municipal Clerk will be responsible for sending the appropriate notice to each new registrant. The cost of printing and mailing the required notices will be the responsibility of each municipality.

9. BUDGET AND COST SHARING.

- 9.1 The Parties agree to the following cost sharing and chargeback procedures as follows:
- 9.1.1 The County agrees to request funding and/or reimbursement from the State, local school district or other entity responsible for costs related to early voting.
- 9.1.2 The County agrees to assume all costs related to the acquisition of equipment, software and supplies.

- 9.1.3 The costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity shall be equally divided amongst the participating municipalities. Payment will be remitted to the County within 30 days of receipt of the invoice.

10. STAFFING, SUPERVISION AND TRAINING.

- 10.1 The Coordinator is responsible for ensuring adequate staffing and supervision at the regional early voting site, and central early voting site, including selection of the site supervisor who oversees the site(s).
- 10.2 The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 10.3 The site supervisors for early voting sites shall be designated for each election on the attached Exhibit B.
- 10.4 The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors appointed to serve at the Early Voting Site for each election.

11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- 11.1 The Parties agree to all of the following:
 - 11.1.1 The Coordinator, in consultation with the participating municipal clerks, will determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at the regional early voting site.
 - 11.1.2 The County will provide the tabulators, early voting poll book laptops, other necessary voting equipment and supplies.
- 11.2 The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 11.3 The Coordinator, or designated site supervisor, will be responsible for taking necessary steps to set up the early voting poll book laptops.

12. CANVASS OF EARLY VOTING RETURNS AND REPORTING OF EARLY VOTING RESULTS.

- 12.1 The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

13. EARLY VOTING PLAN.

- 13.1 No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

14. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

- 14.1** Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, days, and hours of operation for each early voting site operated by the County.

15. DURATION OF AGREEMENT.

- 15.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk, unless the Agreement has an effective date specifically entered on the signature page.
- 15.2** This Agreement has no fixed termination date and may be terminated pursuant to its terms.

16. CANCELLATION, MODIFICATION, AND TERMINATION OF AGREEMENT.

- 16.1** The County Clerk may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the municipalities at the address provided in this Agreement to the attention of the Municipal Clerk. If the County Clerk withdraws during the statutory timeframe from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each participating municipality must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.
- 16.2** The municipality may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the county at the address provided in this Agreement to the attention of the County Clerk. If a municipality withdraws from the Agreement for any reason during the statutory timeframe, the clerk of the municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.

17. GENERAL PROVISIONS.

- 17.1** County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 17.2** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above

shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 17.3** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the accompanying license agreement which is incorporated by reference. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- 17.4** "Confidential Information" means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's copyrighted training materials.
- 17.5** Municipality shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipality shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipality and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipality may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipality: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipality with respect to any Confidential Information which Municipality can establish by legally sufficient evidence: (a) was in possession of or was known by Municipality, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.

AGREEMENT FOR ELECTION SERVICES
BETWEEN OAKLAND COUNTY AND CITY OF BERKLEY And CITY OF HUNTINGTON WOODS And CITY OF
OAK PARK And CITY OF PLEASANT RIDGE

Lisa Brown
Oakland County Clerk

Signature of County Clerk

Date

Victoria Mitchell
City of Berkley Clerk

Signature of Clerk

Date

Heidi Barckholtz
City of Huntington Woods Clerk

Signature of Clerk

Date

T. Edwin Norris
City of Oak Park Clerk

Signature of Clerk

Date

Kersten Emsley
City of Pleasant Ridge Clerk

Signature of Clerk

Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will file an Early Voting Plan, covering the Parties to the County Agreement, with the County Clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will provide the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and municipalities to ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Joseph J. Rozell	Director of Elections	rozellj@oakgov.com	(248) 858-0564

County:

Name of county	Clerk of County
Oakland County	Lisa Brown

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Berkley	Victoria Mitchell	7	13,177

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Huntington Woods	Heidi Barckholtz	5	5,630

Municipality 3:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Oak Park	T. Edwin Norris	16	26,442

Municipality 4:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Pleasant Ridge	Kersten Emsley	1	2,450

Early Voting Location Information:

	Early voting site #1	Early voting site #2
Location of site	Oak Park Community Center, 14300 Oak Park Blvd., Oak Park, Michigan 48237	Waterford Oaks Activity Center, 2800 Watkins Lake Rd., Waterford, Michigan 48328
Municipalities served at site	4	45
Number of Election Workers at site	7	7
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes	Yes
Hours for 9 days of Constitutionally-required early voting	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.
How many (if any) additional days of early voting will be provided at this site?	None	None
Hours for any additional days of early voting	N/A	N/A
Is this site ADA compliant?	Yes	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes	Yes

Communication Strategy:

The parties will use the following communication strategy for informing electors of their opportunity for early voting:

Social media, websites, community newsletters, and other mediums deemed appropriate by clerks.

EXHIBIT B: SITE SUPERVISORS

Regional Early Voting Site Number: _____

Election Date: _____

Early Voting Site Supervisors:

	Primary Site Supervisor	Backup Site Supervisor
Early Voting Day 1		
Early Voting Day 2		
Early Voting Day 3		
Early Voting Day 4		
Early Voting Day 5		
Early Voting Day 6		
Early Voting Day 7		
Early Voting Day 8		
Early Voting Day 9		