

Notice that the regular meeting of the Council of the Village of Bingham Farms will be held in Council Chambers at 24255 Thirteen Mile Road, Suite 190, Bingham Farms, Michigan, 48025, on Monday, May 20, 2024, at 7 p.m.

Notice that a special meeting of the Village Roads Project Advisory Committee will be held in conjunction with the regular meeting of the Council of the Village of Bingham Farms at 24255 Thirteen Mile Road, Suite 190, Bingham Farms, Michigan, 48025, on Monday, May 20, 2024, at 7 p.m.

AGENDA

- I. Call to Order roll call
- II. Approval of Agenda M
- III. Approval of regular council meeting minutes: April 22, 2024 M
- IV. Public comments not on published agenda
- V. Discussion Topics
 - a. Fire Department monthly report
 - b. Village manager's report
 - c. Administrative assistant/econ. dev. coordinator's report
 - d. Police department monthly report

VI. Public Hearing for 2024-2025 Special Assessment District

- a. SAD presentation
- b. Open public hearing
- c. Close public hearing

VII. Public Hearing for 2024-2025 Village Budget

- a. Budget presentation
- b. Open public hearing
- c. Close public hearing

VIII. New Business

- a. Roads Project Advisory Committee proposal presentations
- b. SOCWA Board of Directors appointments R

IX. Old Business

- a. Tree/Woodlands Protection Ordinance amendment (Ch. 93) 2nd reading M
- b. Personnel committee
- c. Manager and Treasurer contracts

X. Treasurer's Report

- a. Approve May 2024 Bills M
- b. Accept Financial Statements for April 2024 M
- **XI. Trustee Comments**
- XII. Adjourn M

M-Motion R-Resolution

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETING ACT)

The Village of Bingham Farms will provide necessary, reasonable auxiliary aids and services to individuals with disabilities requiring such services. All requests must be made to the Village Manager at least five business days before meeting. Individuals with disabilities requiring auxiliary aids or services should contact the office in writing or by phone: 24255 Thirteen Mile, Suite 190, Bingham Farms MI 48025 * 248-644-0044.



The regular **meeting minutes** of the Council of the Village of Bingham Farms, held at 24255 13 Mile Road, Suite 190, Bingham Farms, Mi., Monday, April 22, 2024 at 7pm.

Call to Order: 7 pm
Trustees present: Lisa Blackburn, Kurt Jones, Aaron Krabill, Kathy Mechigian, D.E. Hagaman, Diane Howard, Debbie Hedge
Trustees absent: None.

Others present: Manager Ken Marten, Treasurer William Pattyn, Administrative Assistant Yevgeniy Malkin, Joe Hlavaty, Lois Hlavaty, Police Chief Dan Roberts, Fire Chief Tony Averbuch, Kathy Hagaman.

- **II.** Approval of Agenda: Motion by Hagaman to approve the agenda, second by Krabill. Approved 7-0.
- **III. Approval of Meeting Minutes: March 25, 2023: Motion** by Howard to approve the minutes as provided in the council packet, second by Mechigian. Approved 7-0.
- IV.President's message: Mental Health Awareness Month ProclamationBlackburn read the proclamation declaring May the Mental Health Awareness Month.
- V. Public comments not on published agenda: None.

VI. Discussion Topics

- A. Fire Department Monthly report: Averbuch presented with additional commentary.
- B. Manager's Report: Marten presented with additional commentary.
- C. Economic Development Coordinator/Administrative Assistant report: Malkin announced that the Bingham Farms Invasive Species seminar will take place on Monday, April 29 and interested residents should contact the village office to register.

VII. Police Department Items

- A. Monthly Report: Roberts presented with additional commentary.
- B. SAD Budget Presentation: Roberts presented with additional commentary.
- C. Set Public Hearing for 2024-2025 Special Assessment District

RESOLUTION 2024-02

POLICE SPECIAL ASSESSMENT DISTRICT

RESOLUTION TO ESTABLISH PUBLIC HEARING DATE ON NECESSITY OF POLICE SPECIAL ASSESSMENT DISTRICT AND A PUBLIC HEARING TO REVIEW THE SPECIAL ASSESSMENT ROLL FOR FY 2024-2025, AND TO PROVIDE NOTICE At a regular meeting of the Village Council of the Village of Bingham Farms, Oakland County, Michigan, held in the Council Chambers at 24255 West Thirteen Mile Road, Suite 190, Bingham Farms, Michigan 48025, at 7:00 p.m. on April 22, 2024, the following resolution was offered by **Councilperson Jones** and supported by **Councilperson Krabill**:

WHEREAS, the Notice of Special Assessment Hearings Act, MCL 211. 741 et seq., and Title III, Chapter 30, Section 30.21 of the Village Code of Ordinances, requires the Village to provide notice of all hearings for special assessment proceedings by 1) mailing a notice of public hearing to each owner and party in interest of the property to be assessed, whose name appears upon the last tax assessment records, by first class mail at the address shown on the tax records at least ten (10) days before the date of the hearing; and 2) publishing the notice of public hearing at least once in a newspaper of general circulation within the Village at least ten (10) days before the date of the hearing.

WHEREAS, the Notice of Special Assessment Hearings Act, MCL 211. 741 et seq., requires the notice of public hearing to include a statement that "appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the State Tax Tribunal" and a statement that "an owner or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required."

THEREFORE, BE IT RESOLVED, that the Clerk shall prepare a notice conforming to the requirements of the Village Charter and the Notice of Special Assessment Hearings Act calling for a public hearing on May 20, 2024 at 7:00 p.m. on 1) the necessity of the Police Special Assessment District for FY 2024/2025; and 2) to review the Special Assessment Roll for the Police Special Assessment District for FY 2024/2025 and the Village Council shall conduct said public hearing on May 20, 2024 at 7:00 p.m.

BE IT FURTHER RESOLVED, that the Clerk shall mail a notice of public hearing to each owner and party in interest in the property to be assessed; and shall publish the notice at least once in a newspaper of general circulation within the Village at least ten (10) days before the date of the hearing.

AYES: Blackburn, Jones, Krabill, Mechigian, Hagaman, Howard, Hedge. **NAYES:** None.

VIII. **Roads Project Advisory Committee update:** Jones and Hagaman reported to Council that the committee is working on finalizing the proposals to be presented to Council in May.

IX. New Business

- A. Library Contract: The contract with the library will be up for renewal in 2026 and was presented to Council just to keep it in mind for future planning.
- B. **Personnel Committee:** Mechigian proposed the idea of creating a personnel committee or changing the wording of the village employment contracts to reflect the review process in place at the village. Some discussion followed.

X. Old Business

A. Amendment to Tree and Woodlands Protection Ordinance (CH. 93) – first reading: Beckerleg presented the proposed amendments to the ordinance based on previous Council discussion.

B. Repeal of Ch. 153 Design Review Board – second reading:

Motion by Jones, second by Krabill, to adopt the ordinance amendment repealing Chapter 153: Design Review Board," of the Village of Bingham Farms Code of Ordinances as presented. Approved 7-0.

C. Amendments to Ch. 98 Signs – second reading: Motion by Krabill, second by Jones, to adopt the ordinance amendments amending Chapter 98: Signs," of the Village of Bingham Farms Code of Ordinances as presented. Approved 7-0.

D. Amendments to Ch. 157 Zoning Ordinance – fourth reading:

Motion by Krabill, second by Jones, to adopt the Zoning Ordinance amendments amending Chapter 157: Zoning Ordinance, of the Village of Bingham Farms Code of Ordinances as presented. Approved 7-0.

XI. 2024-2025 Budget

- A. **Budget Summary Update:** Pattyn updated the Council on his progress in preparing the 2024-2025 Budget.
- B. Set public hearing date for 2024-2025 budget:

RESOLUTION 2024-03

RESOLUTION TO ESTABLISH PUBLIC HEARING DATE ON PROPOSED BUDGET FOR FISCAL YEAR 2024-2025 AND TO PREPARE AND PUBLISH NOTICE

At a regular meeting of the Village Council of the Village of Bingham Farms, Oakland County, Michigan, held in the Council Chambers at 24255 West Thirteen Mile Road, Suite 190, Bingham Farms, Michigan 48025, at 7:00 p.m. on April 22, 2024, the following resolution was offered by **Councilperson Jones** and supported by **Councilperson Krabill**:

WHEREAS, the Budget Hearings of Local Governments Act, MCL 141.411 et seq., requires the Village to hold a public hearing on its proposed budget and give notice of the hearing by publication in a newspaper of general circulation within the Village at least six (6) days before the hearing, that 1) includes the time and place of the hearing; 2) states where a copy of the budget is available for public inspection; and 3) includes the statement printed in 11 point boldfaced type: "The Property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing."

THEREFORE, BE IT RESOLVED, that the Clerk and Treasurer shall prepare a notice calling for a public hearing on May 20, 2024 at 7:00 p.m. on the proposed Village Budget and proposed property tax millage rate to be levied for Fiscal Year 2024-2025 that conforms to the requirements of the Budget Hearings of Local Governments Act; shall publish the notice in a newspaper of general circulation on May 8, 2024; and shall place a copy of the proposed budget on file and available for public inspection at the Village Office, 24255 W. Thirteen Mile Rd., Suite 190, Bingham Farms, Michigan and the Village Council shall conduct said public hearing on May 20, 2024 at 7:00 p.m.

AYES: Blackburn, Jones, Krabill, Mechigian, Hagaman, Howard, Hedge.

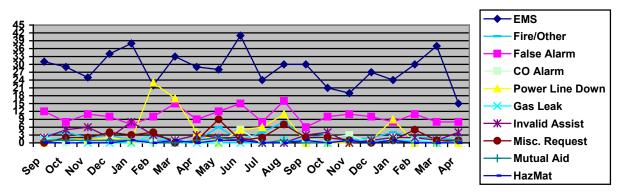
NAYES: None.

XII. Treasurer's Report:

- A. Approve April 2024 Bills: Motion by Krabill, second by Mechigian, to approve payment of the April 2024 bills in the following amounts: General Fund, \$190,088.33; and Gas & Weight, \$1,660.00. Approved 7-0.
- B. Accept Financial Statements for March 2024: Motion by Hagaman, second by Howard, to approve financial statements as presented. Approved 7-0.
- XIII. Trustee Comments: None.
- XIV. Adjournment: Motion to adjourn by Hagaman, second by Mechigian. Adjourned at 9:06pm.

Prepared by Yevgeniy Malkin, Administrative Assistant.

Past 18 Months Response Trends:

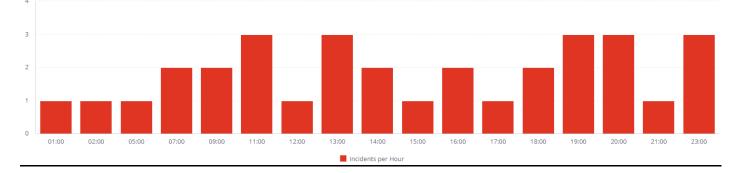


April Response Information

Incident Type Code	Incident Type	# of Incidents
321	EMS call, excluding vehicle accident with injury	13
322	Motor vehicle accident with injuries	2
412	Gas leak (natural gas or LPG)	1
440	Electrical wiring/equipment problem, other	1
551	Assist police or other governmental agency	1
554	Assist invalid	4
600	Good intent call, other	1
611	Dispatched & canceled en route	4
700	False alarm or false call, other	1
730	System malfunction, other	1
733	Smoke detector activation due to malfunction	1
744	Detector activation, no fire - unintentional	1

Incidents by Hour for the Month:

of Incidents per Hour



Fire Safety Inspections Completed in April:

30600 – 30800 Telegraph, Bingham Farms

Total Dispatch to Arrival Response Time

Average Response Time

5m:43s

Response Time per District (Dispatch to Arrival)

District	Average Response Time
Bingham Farms Commercial	05m:36s
Bingham Farms Residential	07m:20s
Franklin Commercial	
Franklin Residential	04m:59s

Top Ten Responders (YTD):

1. FF Stefancin	6-7. CAPT Kolowski
2. LT Croyle	6-7. CAPT Kelly
3. FF Longworth	8. LT Adams
4. EMS LT Buck	9. FF Rubin
5. LT Johnson	10. FF Johnson

Zone Responses for the Previous Month

of Incidents per Unit



False Alarms That Have Occurred During the Month of March:

Incident Number	Incident Date	Incident Type	Location Street Address	District	Billable
24156	4/1/2024	System malfunction, other	24255 West 13 Mile Road	Bingham Farms Commercial	Yes
24158	4/2/2024	Smoke detector activation due to malfunction	30735 Oakview Way	Bingham Farms Residential	Yes
24159	4/2/2024	Dispatched & canceled en route	32529 W Haverford Road	Franklin Commercial	No
24160	4/3/2024	Dispatched & canceled en route	24700 Pritchard Lane	Franklin Residential	No
24166	4/16/2024	Detector activation, no fire - unintentional	23710 Overlook Circle	Bingham Farms Residential	No
24167	4/17/2024	False alarm or false call, other	27261 Willowgreen Court	Franklin Residential	No
24172	4/19/2024	Good intent call, other	25325 Devon Lane	Franklin Residential	No
24175	4/20/2024	Dispatched & canceled en route	30708 Greenbriar Road North	Franklin Residential	No
24180	4/25/2024	Dispatched & canceled en route	30545 Birchway Drive	Franklin Residential	No



Council Communication

To: President Blackburn and Village Council Trustees From: Ken Marten, Village Manager Date: May 17, 2024

Re: Village Manager's monthly report, May 2024

New SOCWA general manager: Trustee Kurt Jones and I met with retiring Southeast Oakland County Water Authority manager Jeff McKeen and new manager Eric Griffin on May 10. Personally, I've known Jeff since he was hired to manage SOCWA (and SOCRRA) in 2002, and his son and I coincidently live on the same block. I wish Jeff all the best.

Commercial building usage: I attended an Oakland County Municipal Managers Association meeting on May 14 (first one in a long time) in Troy. The topic was converting office buildings to residential buildings, and the meeting was held in a building currently undergoing conversion. I have extra copies of the presentation available for review.

Large item pick-up: The next scheduled large item collection is Thu, May 23. Postcards were sent to all households on May 1.

Meet the fire chief: Two residents – Trustee Debbie Hedge and Mobile Watch volunteer Karen Dietrich – attended the two-hour event on May 7. Debbie, Karen, Tony and I had a very pleasant 2-hour conversation. Tony is a wealth of knowledge – fire hydrants, Knox boxes, ladder trucks, personnel training, etc. What doesn't he know about firefighting?

Fire Department recruiting: The attached recruitment poster will be included in all future welcome packets and uploaded to the village website.

Police chief retirement: Chief Dan Roberts' final day will be Fri, August 23. See the attached memo.

SOCWA Third Quarter Report: Trustee Kurt Jones is also the village's SOCWA trustee. Its third quarter report was shared with council on May 10 and 17 via email.

Invasive species presentation: Patrick Canniff, director of the Oakland County Cooperative Invasive Species Management Area (CISMA), gave a presentation on Thursday, May 9 (this was rescheduled from April 29 due to Canniff being ill that day). Eight residents attended.

Restaurants in the works: Several months ago, Dominion Realty shared plans with me about new tenants in the sites that housed the now-closed Noodles & Company and Mandaloun. Here are updates.

Noodles & Company space: Dominion was hoping to secure a Mexican restaurant operator, but that deal fell through. This week, they announced a Thai restaurant owner that currently operates a site in Ann Arbor will be expanding and moving in within a few months. Interior remodeling should start in a week or two.



Mandaloun space: Dominion continues to work with an experienced restaurateur for this site. There was a delay with the Michigan Liquor Control Commission's paperwork process regarding the existing license for the building, but Dominion informed me that it's been settled. I'm still unclear about the cuisine or theme.

Spring 2024 newsletter: This was delivered via eblast to 771 subscribers on April 22 (my last day before vacation). It's been uploaded to the website.

UPCOMING MEETINGS/IMPORTANT DATES

- Roads Committee: 6:30 pm Wed, May 22 (if necessary)
- Large Item Pick-up: Thu, May 23
- Memorial Day: Mon, May 27
- Planning Commission: 7:30 pm Mon, June 10
- Franklin Garden Walk: Wed, June 19
- Village Council: 7 pm Mon, June 24



Fire Department Seeking Volunteer Members

The Franklin Bingham Fire Department is made up of 25 Volunteers and 5 Full-time members. And while we consider ourselves to be "Neighbors Helping Neighbors", we can only continue on this mission with your help. We are looking for the next generation (no matter your age) to support our efforts to assist those in need by becoming part of our team. Members are trained to support our Fire and EMS response needs and are called to service during all hours of the day and all days of the week. As our most important asset to serve, our members are provided:

- State of Michigan certified Fire Fighter I and II level training, and
- State of Michigan Emergency Medical Technician licensure, and
- Federal OSHA Hazardous Materials Operations level response certification, and
- VFIS drivers training certification, and
- Internal fire department training, and
- Many more opportunities as the above is just the start!

By living within your community, WE RELY ON YOU to make the difference in your community by helping those in need.

Call us at (248)626-9862 to find out more about your opportunity to help your neighbors!



INTEROFFICE MEMORANDUM

To:	Village President Bill Lamott; Village	Administrator Roger F	rase	1ED
From:	Chief Daniel Roberts	REU	EN	/
Date:	May 6, 2024	YAM		
Re:	Retirement	VILLAGE OF RC	= BING DUTED	HAM FARMS

President Lamott and Administrator Fraser:

This memo is written to formalize my retirement from the Franklin – Bingham Farms Police Department. Effective close of business on Friday, August 23, 2024, I will retire as the Chief of Police.

It has been an honor and a privilege to serve the residents and business leaders of Franklin and Bingham Farms for the past 12 years as the Chief of Police. After 42 years of law enforcement, and having worked for three different agencies, it's time to retire and let the next generation of police professionals take over as leaders of the department.

I would like to thank the Village Councils in both Franklin and Bingham Farms for their support during my tenure as Chief. With very few exceptions, the members of both Councils have been extremely supportive of our Officers and the department's mission. I'd especially like to thank former Franklin Village President Jim Kochensparger for hiring me as Chief a dozen years ago, and for believing in my knowledge, skills and abilities.

During my tenure as Chief, I'm most proud of the fantastic team of Officers and professional support employees that we built in the department. The current staff is the best trained and most diverse group of professionals that the department has ever had. It is my hope that both villages will continue their great support of our fantastic employees.

As residents, my wife and I will always consider the Village of Franklin as one of the most special places we've ever lived. I wish those in leadership positions all the best of luck in keeping Franklin a great place to live and work.

Respectfully submitted - Ulat

Daniel D. Roberts

CC's: Mr. Ken Marten, Bingham Farms; DC Curt Lawson



Council Communication

To: President Blackburn and Village Council Trustees From: Yevgeniy Malkin, Economic Development Coordinator/Administrative Assistant Date: March 25, 2024

Re: Village Economic Development Monthly Report

CISMA local events update: The local Bingham Farms Invasive Species event was scheduled for Monday, April 29 at 6:30pm. After our presenter called in sick, we rescheduled for Thursday, May 9. Patrick's presentation explained some terminology surrounding invasive species and provided residents with various resources for identifying, reporting, and managing invasive species. I will be working on compiling these resources into a new page on the village website to help residents find this information easier.

Quarterly CISMA Meeting: CISMA recently switched from monthly virtual meetings to quarterly in-person meetings. I attended the first of these in Holly on Monday, May 13. These meetings usually take place somewhere CISMA has been performing invasive species management and feature a field outing so we can see and learn how these areas are treated to control the spread of the invaders.

PREVIOUSLY MENTIONED ITEMS:

Business License Program update: We are up to 280 business license renewals and 8 new business registrations for this year. By comparison, we had a total of 220 licenses issued at this time last year.

Additionally, since I started the business database in 2020, there have been 134 businesses that closed or moved from the village.

Roads Project Committee Items: Since the Committee's creation, I have completed the following tasks:

- Created postcards and did a village-wide mailing to announce the meeting dates and availability of Zoom attendance
- Setup equipment and created a permanent Zoom link to broadcast and record the meetings
- Created a dedicated page for the Roads Committee info on the village website under the "Government" tab at the top of the Home page. The page includes meeting dates, Zoom meeting link, and links to recorded videos published to the village YouTube channel.
- Edited and posted the Zoom recordings to YouTube links can be found on the Roads Committee page on the village website

UPCOMING PLANS or ITEMS IN-PROGRESS

• Continued outreach to building owners/managers – I am working through our list of contacts and scheduling meetings with all the commercial property owners and managers.

VILLAGE OF FRANKLIN

OAKLAND COUNTY

MICHIGAN

FRANKLIN - BINGHAM FARMS POLICE DEPARTMENT

32311 FRANKLIN RD FRANKLIN, MICHIGAN

DANIEL D. ROBERTS Chief of Police



Telephone (248) 626-9672

Fax (248) 538-5450

MONTHLY REPORT APRIL 2024

_					
	CALLS FOR SERVICE				
				YEAR - TO -	YEAR-TO DATE
		NUMBER	PERCENT	DATE	LAST YEAR
	BINGHAM FARMS w/S.A.D.	73	24%	410	424
	FRANKLIN	114	36%	501	571
	OTHER	6	2%	33	45
	TRAFFIC STOPS (Includes Verbal Warnings & Citations)	117	38%	668	616
	TOTAL:	310	100%	1612	1656
	TRAFFIC STOPS BINGHAM FARMS	50		320	272
	TRAFFIC STOPS FRANKLIN	67		348	344
	-	117		668	616
3					
_{	S.A.D. Only: S.A.D.=Special Assessment District	23		159	162
				<u>YEAR - TO -</u>	YEAR-TO DATE
		NUMBER	PERCENT	DATE	LAST YEAR
	BINGHAM FARMS	12	48%	74	85
	FRANKLIN	11	44%	67	64
	S.A.D./OTHER	2	8%	25	25
	TOTAL:	25	100%	166	174
_	DEAKING AND ENTERING HOME INVAS				
	BREAKING AND ENTERING/HOME INVAS				

RESIDENTIAL		THIS MONTH	YEAR - TO - DATE
		0	2
		THIS MONTH	YEAR - TO - DATE
		LAST YEAR	LAST YEAR
		0	1
	DATE	INCIDENT	ADDRESS
BINGHAM FARMS	n/a	n/a	n/a
FRANKLIN	n/a	n/a	n/a
COMMERCIAL		THIS MONTH	YEAR - TO - DATE
)		0	0
/		THIS MONTH	YEAR - TO - DATE
		LAST YEAR	LAST YEAR
		0	0

	DATE	INCIDENT	ADDRESS	
BINGHAM FARMS	n/a	n/a	n/a	
FRANKLIN	n/a	n/a	n/a	
S.A.D.	n/a	n/a	n/a	-
				(•)
ARRESTS				
		NUMBER	YEAR - TO - DATE	YEAR - TO - DATE 2023
	FELONIES	1	1	2
			YEAR - TO - DATE	
	MISDEMEANORS	5	44	36
MISDEMEANOR	INCIDENTS			
	DATE	INCIDENT	COMMENTS	
(A)=Arrest	4/14/2024	24-1431(F)	Operating Under the Influe	ence Of Alcohol/Liquor (A)
(B)=Bingham Farms	4/15/2024	24-1444(F)	OPS - Never Acquired - N	OELA (A)
(F)=Franklin	4/20/2024	24-1499(F)	Fraud (Other)	
(S)=S.A.D.	4/25/2024	24-1565(B)	License/Title/Registration	(A)
(O)=Other	4/26/2024	24-1567(B)	DWLS OPS License Susp	ended/Revoked (A)
	4/26/2024	24-1571(B)	DWLS OPS License Susp	ended/Revoked (A)
	112012021			()

FELONY INCIDENTS				
	DATE	INCIDENT	COMMENTS	
(A)=Arrest	4/27/2024	24-1581(B)	Felonious Assault/Concealed Weapons	\bigcirc
(B)=Bingham Farms (F)=Franklin	4/29/2024	24-1597(F)	Fraud (Larceny) by Coversion	\bigcirc
(S)=S.A.D. (O)=Other	* 3/18/2024	24-1151(S)	Assault/Robbery w/Strong Arm (A) (Turned self in 4/2/24)	

TRAFFIC CITATIONS:

	NUMBER	PERCENT	YEAR - TO - DATE	LAST YEAR-TO-DATE
BINGHAM FARMS/S.A.D.	51	68%	340	366
FRANKLIN	24	32%	159	176
OTHER	0	0%	0	0
TOTAL:	75	100%	499	542

OTHER MATTERS

DATE n/a

INCIDENT COMMENTS n/a

n/a

lut 5/2/2024

Daniel D. Roberts, Chief of Police



32311 FRANKLIN RD FRANKLIN, MICHIGAN

DANIEL D. ROBERTS Chief of Police

FRANKLIN - BINGHAM FARMS POLICE DEPARTMENT

OAKLAND COUNTY MICHIGAN www.franklinpolice@franklin.mi.us

TELEPHONE (248) 626-9672

FAX (248) 538-5450

MONTHLY REPORT SPECIAL ASSESSMENT DISTRICT April 2024

SHIFT ASSIGNMENTS

Primary Officers:	6:00 a.m 6:00 p.m. Officer Gorski	#959
	6:00 a.m 6:00 p.m. Officer O'Shea	#961
	·	
Additional Coverage - All Hours:	Sgt. Mydloski, Sgt. Wells, and Officer Hall, and Wiese, include S.A.D. cover	

CALLS FOR SERVICE	COUNT	24 YTD	23 YTD
Total Number of Complaints	23	159	162
Total Handled by S.A.D. Officers	9	46	40
Total Handled by Road Officers	14	113	122

COUNT	24 YTD	23 YTD
51	340	366
24	87	183
27	253	183
	51 24	51 340 24 87

FRANKLIN-BINGHAM FARMS POLICE DEPARTMENT S.A.D. ACTIVITY REPORT April 2024

REPORTS TAKEN WITHIN THE SAD	NUMBERS	24YTD	23YTD
Incident Reports (Misdemeanor & Felony)	0	8	8
and the state has the second state of the	Autor and	10	
Arrests ¹	3	18	14
Crime Prevention Meetings	1	4	4
Total Vehicle Miles	1306	5639	7033
Overtime Hours	0	0	0
Open Buildings	1	14	18
Private Property Accident Reports	2	6	5
Taken Within the S.A.D.			
Public Property Accident Reports	7	25	15
In Front of the S.A.D. (Telegraph Rd.)			

¹Does not include arrests on Telegraph Rd by non S.A.D. officers, but does include arrests made by S.A.D. officers outside of the S.A.D.

²

FRANKLIN-BINGHAM FARMS POLICE DEPARTMENT INCIDENTS REPORTED IN THE COMMERCIAL DISTRICT April 2024

	NUMBER	24YTD	23YTD
Homicide	0	0	0
Attempt Armed Robbery	0	0	0
Armed Robbery	0	0	0
Larceny from Auto, Incl. Attempt	0	0	1
U.D.A.A. (stolen vehicle)	0	0	1
Attempt U.D.A.A.	0	0	0
Larceny in Building, Incl. Attempt	0	1	0
Larceny, All Other	0	0	0
Malicious Destruction of Property	0	0	0
Breaking and Entering	0	0	0
Attempt Breaking and Entering	0	0	0
Assault (Incl. Stalking), Harassment	0	3	1
Forgery-Fraud/Embezzlement/N.S.F. Checks	0	2	3
Extortion	0	2	0
	0	8	6

FRANKLIN-BINGHAM FARMS POLICE DEPARTMENT SPECIAL ASSESSMENT DISTRICT: ARRESTS April 2024

ARRESTS	CURRENT	24YTD	23YTD		
FELONY	0	0	1		
MISDEMEANOR	2	17	13		
*TOTAL	2	17	14		

*These totals are arrests made by the S.A.D. Officers in the district as well as in other parts of the villages.

FRANKLIN-BINGHAM FARMS POLICE DEPARTMENT SPECIAL ASSESSMENT DISTRICT: ARRESTS April 2024

INCIDENT#	LOCATION	SEX/AGE/RESIDENCE	OFFENSE
24-1151	30200 Telegraph Rd.	M/30/West Bloomfield	DOMESTIC/UNARMED ROBBRY

A subject turned himself in to the 46th District Court on a prior charge of domestic/unarmed robbery. The subject was arrested and booked by Officer Wiese at the Bloomfield Township Police, and released.

24-1567 Telegraph Rd & 13 Mile Rd. M/38/Detroit DWLS OPS

Officer Gorski was on patrol checking for expired plates when he observed a vehicle with a possible invalid plate. He conducted a traffic stop and made contact with the driver. The driver provided his insurance and driver's license but stated he didn't know that the plate was not valid. Upon further investigation, Officer Gorski determined the driver's license was suspended. The driver was cited for driving while suspended and no valid plate. The vehicle was parked until a family member came to take custody of the vehicle.

24-1571 Telegraph Rd. & 13 Mile Rd. F/30/Detroît

Officer Gorski was on patrol checking for expired plates when he observed a vehicle with what appeared to be an expired plate. He conducted a traffic stop and made contact with the driver. The driver provided a Michigan ID card and said that she knew the plate was expired as it had been in the repair shop for a while and was just picked up. Upon further investigation, Officer Gorski determined the driver's license was suspended. She was cited for driving while license suspended and expired plate. The driver and vehicle were released to a friend who was called to the scene.

DWLS OPS

FRANKLIN-BINGHAM FARMS POLICE DEPARTMENT SPECIAL ASSESSMENT DISTRICT: Incidents April 2024

INCIDENT#

LOCATION

BUSINESS

OFFENSE

None in the S.A.D.

FRANKLIN-BINGHAM FARMS POLICE DEPARTMENT MONTHLY PERSONNEL REPORT March 2024

DAYS/HRS. S.A.D. C	FFICERS WERE OUT OF THE S.A.D.	k
Admin Days	0 hrs.	the second second second second
Sick Days	24 hrs.	
Vacation Days	0 hrs.	
Comp. Days	0 hrs	
Personal Days	0 hrs.	

SHIFTS S.A.D. OFFICERS WERE REQUIRED TO BE OUT OF THE S.A.D.*

DATE	REASON	OFFICER
4/8/24	Training	Gorski
4/9/24	Training	Gorski
4/19/24	Road Coverage	O'Shea
4/20/24	Road Coverage	O'Shea
4/21/24	Road Coverage	O'Shea
4/24/24	Road Coverage	O'Shea
4/25/24	Road Coverage	O'Shea
4/29/24	Road Coverage	O'Shea
4/30/24	Road Coverage	O'Shea

*On the days above, an officer was called-in to work the S.A.D. in the absence of either Ofc. Gorski or Ofc. O'Shea (if available).

ADDITIONAL TIME DEVOTED TO THE S.A.D.

Patrol Hours: 76.42 Investigative Hours: 40

labut

Daniel D. Roberts Chief of Police

5/16/24

Date

Bingham Farms Monthly Violation Summary April 2024

VIOLATIONDESC	VIOL_COUNT	VIOL_PERCENTAGE
11-15 MPH OVER LIMIT	1	2.22
1-5 MPH OVER LIMIT	12	26.67
31 MPH OVER SPEED LIMIT	0	0
6-10 MPH OVER LIMIT	2	4.44
CARELESS DRIVING	0	0
DISOBEY TRAFFIC CONTROL DEVICE	0	0
DISORDERLY CONDUCT DISTURBING THE		
PEACE	1	2.22
DROVE UNREGISTERED VEHICLE	1	2.22
DROVE WHILE LICENSE EXPIRED	0	0
DROVE WHILE LICENSE SUS/REV/DENIED	2	4.44
DROVE WHILE UNLICENSED/LIC NOT VALID	0	0
EQUIPMENT VIOL-DEFECTIVE/MISSING	1	2.22
EXPIRED PLATES	7	15.56
FAIL TO STOP ASSURED CLEAR DISTANCE		
AHEAD	1	2.22
FAIL TO YIELD	0	0
FAIL TO YIELD RIGHT OF WAY	0	0
FAIL TO YIELD TO EMERGENCY VEHICLE	0	0
HANDICAPPED ONLY ZONE	11	24.44
HOLDING/USING MOBILE DEVICE WHILE		
OPERATING VEHICLE (\$215),	0	0
IMPROPER LANE USAGE	0	0
IMPROPER PLATES	0	0
NO PLATE	0	0
NO PROOF OF INSURANCE	3	6.67
NO PROOF OF REGISTRATION	1	2.22
NO VALID LICENSE IN POSSESSION	1	2.22
NO VALID PLATE	1	2.22
OPERATE WHILE INTOXICATED	0	0
OPERATING WHILE READING TYPING OR		
TEXTING 1ST OFFENSE	1	2.22
USE OF HAND HELD CELLULAR PHONE	0	0
VIOL OF CHILD RESTRAINT LAW	0	0
VIOLATION OF BASIC SPEED LAW	0	0
VOIDED TICKETS	5	11.9
TTL VIOLATIONS	5 51	

FRANKLIN / BINGHAM FARMS POLICE DEPARTMENT

PROPOSAL

FOR

THE CONTINUATION

OF THE

SPECIAL ASSESSMENT DISTRICT (S.A.D.)

JULY 1, 2024 - JUNE 30, 2025

April 30, 2024

Prepared by:

DANIEL D. ROBERTS Chief of Police

I. INTRODUCTION/BACKGROUND/EXECUTIVE SUMMARY

As a result of a significant increases observed in major crime occurring in the Bingham Farms commercial district, a Special Assessment District (S.A.D.) was created in July of 1986. The S.A.D. provided for two uniformed officers and the necessary equipment and resources to attempt to combat the crime problem. In the original 1986 S.A.D. proposal, the Franklin – Bingham Farms Police Department identified the pattern of commercial growth in Bingham Farms and the occurrence of crime, along with specific solutions to those problems.

The first year of the S.A.D., July 1, 1986 through June 30, 1987, was very successful, and the focus of law enforcement efforts since that time has proven to be effective and efficient. This past year (2023) the S.A.D. continued to report a very low overall crime rate. In fact, 2023 recorded a very low amount of crime in violent crime and property crime categories. Forgery/fraud cases reported remained at similar levels to previous years, and those cases track with national crime trends in those categories. The Covid – 19 Pandemic during 2020 - 2021 was partially responsible for less crime in the S.A.D., as many tenants of the buildings were working remotely from a location other than the properties within Bingham Farms. As businesses within the S.A.D. returned to normal pre-Covid staffing levels, the police department noted an increase in the number of reported fraud-related crimes. There is very little the police department can do to proactively prevent the white collar crimes (frauds) committed in the S.A.D., other than to continue our educational programs with tenants and business owners.

II. LAW ENFORCEMENT FOCUS IN THE S.A.D.

The S.A.D. officers continue to promote visibility by introducing themselves throughout the area and by providing crime prevention meetings for tenants, security surveys of individual suites, and conducting meetings with building owners and/or property managers.

Through crime prevention meetings, tenants learned their vulnerabilities and what they could do to help prevent property and violent crimes from occurring. Reporting suspicious activity is a key training element, and during these meetings it was learned that many tenants had observed suspicious and/or criminal activity but failed to report it. As a result, two pamphlets, titled: "How to Report Crime in Progress," and "How to Prevent Crime Against Property and Persons," were developed and disseminated by the police department. Rapport and suspicious activity reporting increased as tenants, on a daily basis, observed and recognized the same officers patrolling the property. Additionally, many suite holders and/or office managers took advantage of the security surveys offered by the officers.

The officers also met with building owners and/or managers and reviewed procedures and offered suggestions in such areas as surveillance camera placement, door locking procedures, utilization of security guards, reporting procedures, and most importantly, employee accountability and screening. Officers have been aggressive in educating the various layers of people involved in the S.A.D. of the crime problems and how each group could work together in a combined effort to combat those threats.

S.A.D. officers have met with the very few security companies that provide guards to the buildings. In the past, guards were either poorly trained, poorly supervised, or both. The police department had previously documented numerous incidents of Breaking and Entering and Larcenies in Buildings while security guards were on duty. In some cases, guards were the suspects in these crimes, and early on in the program the S.A.D. officers arrested several security guards. No such arrests have been made in recent years, and property crimes of all types have remained at low levels in the S.A.D. for the past several years.

In the early years of the S.A.D, the various guard companies agreed that improvements were needed. Officers frequently meet with guards concerning activity in the buildings. When a crime was reported, both security and S.A.D. officers worked together during the investigation, when appropriate. In addition, prevention methods were developed. For example, after business hours, any person entering a building could do so only through specified doors. As they entered, a security guard checked their pass. For the most part, security guards realized the importance of the S.A.D. officers and became additional eyes and ears for the police department. Currently, only a few buildings within the S.A.D. utilize the services of security guards. Additionally, only a limited number of buildings within the S.A.D. maintain adequate video surveillance equipment on their property, which would greatly assist law enforcement should crimes be committed in that area. As

discussed previously, the police department has frequently met with building managers and owners to discuss security features such as enhanced video surveillance and up-todate door lock mechanisms.

Because of the major problems of accountability and supervision within the various cleaning companies, S.A.D. officers have spoken with cleaning company owners and with each supervisor concerning their procedures. The officers insisted that the supervisors publish a list of their employees on a day-to-day basis, ensuring that accurate records of names, current addresses and phone numbers were maintained. Also, employees were restricted to their assigned areas and I.D. cards were issued. S.A.D. officers made it a point to check the buildings during cleaning hours. Company owners worked hand-in-hand with the officers and possible suspects could be questioned immediately. An almost immediate result of the implementation of this procedure was the arrest of four cleaning company employees that were involved in thefts, which occurred during the early phases of the S.A.D. and has *not* been a widespread problem since that time.

On any given business day in non-Covid times, thousands of vehicles are parked in the parking lots in the commercial district. Due to this influx into the general area, auto thefts and related crimes soared before the creation of the S.A.D. However, the aggressive patrols conducted by S.A.D. officers have actually been able to reduce the number of auto thefts and related crimes. This was accomplished by using high visibility techniques, and actively patrolling lots during peak hours and stationing marked patrol

vehicles in key locations. Tenants owning expensive and frequently targeted vehicles were advised to take preventative measures, i.e., basic locking of doors, installing car alarm systems, or using other commercially-available anti-theft devices. During calendar year 2023, there was only one (1) stolen auto taken from the S.A.D. lots.

In cooperation with the businesses, employees parked their vehicles near lighted areas after nightfall. When requested, S.A.D. officers have escorted persons to their vehicles. Suspicious persons were questioned as to their presence in the parking lots. For example, officers have frequently located persons sleeping in their cars in the S.A.D. lots during the nighttime hours. Those individuals are investigated by the officers, and asked to move-on. By using the above techniques, all types of crime in the parking lots were substantially reduced and have been kept in check.

The traffic flowing in and out of the S.A.D. is a constant and growing concern. New businesses in the S.A.D. have naturally increased the flow of traffic in the parking lots, which has translated into increased numbers of private property accident reports taken by the police officers. In 2023, S.A.D. officers handled numerous private property accident reports in the parking lots in the S.A.D., and 463 citations were issued for violations of all kinds by the two designated S.A.D. officers. Other officers plus the SAD officers issued a total of 1,014 citations in the S.A.D. The S.A.D. officers also handled 64 accident reports on Telegraph Road in front of the S.A.D. during 2023. As mentioned, vehicle traffic in and around the S.A.D. has increased back to pre-Covid levels, especially on Telegraph Road.

Prior to the S.A.D., coordination and communication between the property managers, tenants, cleaning company personnel, security personnel, and the police department was virtually non-existent. The S.A.D. officers have been successful in establishing a chain of communication and cooperation within all of these groups. The police department continues to hold periodic meetings between S.A.D. officers, property managers, and tenants. The police department extensively utilizes e-mail, text messaging, and social media to promptly and efficiently communicate crime trends, provide possible solutions, and request assistance with investigations. In addition, each year the police department's annual report is hand-carried by the officers to all management offices within the S.A.D., so specific crime information is provided directly to those key stakeholders.

As a direct result of the efforts of the S.A.D. officers, major crime was reduced by 32% during the first year of the District, and has been kept in check ever since. The S.A.D. has been approved by Bingham Farms Council for all Fiscal Years since 1987.

As the chart in Appendix "A" shows, the S.A.D. officers have significantly reduced major crime within the Bingham Farms S.A.D. since the District was formed in the mid-1980's. In 2023, reported crime in the S.A.D. was very low and mostly limited to fraud-related crimes, which are on the increase nationally. Again, please refer to Appendix "A" of this report for more crime information.

III. CURRENT STATISTICS RECORDED IN THE S.A.D.

In 2023, there were only 13 significant crimes reported in the S.A.D., plus 14 additional fraud-related matters. See Appendix "A" for more details. Of the reported major crimes, all were investigated completely by the police department and taken to a logical conclusion. There were no breaking and entering crimes reported in 2023 in the S.A.D. As is shown by the chart in Appendix "A," total yearly crimes reported within the S.A.D. has dropped dramatically since the year before the inception of the S.A.D. (1986). Again, calendar year 2023 recorded an overall low crime rate in the S.A.D., and if not for reported fraud-related activity the crime rate would be extremely low.

One continuing major area of concern for the businesses in the S.A.D. was open (unsecured) buildings found within the S.A.D. These open buildings were found by the officers during late night hours, weekends and holidays, when the buildings should have been secured. For the calendar year 2023, our officers discovered 74 unsecured (open) buildings, which was higher than the number recorded the previous year. In each instance, the officers had to check the entire building and ensure that all interior offices were secure. If any interior suites were found unlocked, that interior office was also searched and then secured. On the following business day, either the Chief of Police or his designee made direct contact with the property managers of those buildings, so that they were made aware of the problem. This highlights the potential threats to the S.A.D. by office buildings being left unsecured during nights, weekends and holiday time periods.

IV. CONCLUSION

As a direct result of the implementation of the S.A.D., officers utilizing the latest crime prevention methods have kept major crime in the commercial district in check. A safe environment has been created for the thousands of people working throughout the district, as well as for the many visitors utilizing the various services provided throughout the district. Many new businesses have been established in the S.A.D. in recent years, including restaurants that serve alcohol. Even with the increased business traffic in the S.A.D., crime has been kept at low levels. It should be noted that the existing assisted living care facility in Bingham Farms was the number one most responded to location in the S.A.D. for the police department. So, any future plans to develop another assisted living center in the S.A.D. will be closely monitored by the police department to determine utilization of public safety resources.

As evidenced by this report, the S.A.D.'s two officers, along with property managers and tenants, have been instrumental in the reduction of major crime within the commercial district. The officers high-visibility and presence, inquisitiveness, knowledge of the area, and familiarity with many of the employees is something beneficial to the S.A.D. If we wish to continue to keep major crime in check, the S.A.D. should be renewed for another year, namely July 1, 2024 through June 30, 2025. Failure to do so would almost certainly result in an increase in major crime comparable to, or higher than, those levels experienced prior to the creation of the S.A.D.

Respectfully Submitted,

Daniel D. Roberts

Daniel D. Roberts Chief of Police

SPECIAL ASSESSMENT DISTRICT (S.A.D) Statistical Crime Reporting, 1986 - 2023

	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
HOMICIDE	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ARMED ROBBERY			1					0							0	1		0				
	2	0		0	0	0	0	0	0	0	0	0	0	0	0	I	0	0	0	0	0	0
ATTEMPT ARMED ROBBERY	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STOLEN AUTO	25	14	12	11	13	10	14	10	5	7	2	5	5	1	2	3	1	6	2	0	0	1
ATTEMPT STOLEN AUTO	1	3	0	8	1	5	4	3	0	1	0	2	1	0	1	2	0	1	0	0	0	0
LARCENY FROM AUTO	16	21	8	26	19	19	24	22	40	28	16	50	19	14	2	3	5	2	0	0	7	6
LARCENY IN BUILDING (INCL. LARCENY OTHER)	60	32	21	15	17	25	25	27	30	47	25	27	34	23	19	15	11	6	11	7	8	12
MALICIOUS DESTRUCTION OF PROPERTY	11	10	14	11	5	6	7	8	10	4	5	9	19	5	3	2	4	2	6	1	2	4
BREAKING AND ENTERING, INCL. ATTEMPT	10	5	15	7	5	6	3	2	8	4	4	7	6	1	4	3	6	12	3	4	0	6
ASSAULT, INCL. CSC, STALKING	1	1	3	7	4	3	1	3	1	3	6	7	8	0	4	7	1	0	2	1	2	0
FORGERY - FRAUD/EMBEZZ, INCL. N.S.F. CHECKS	*	*	*	10	9	6	7	1	5	4	5	4	6	8	8	3	4	0	4	5	3	3
EXTORTION	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
TOTAL	126	86	74	95	73	82	86	76	99	98	63	111	99	52	43	39	32	29	28	18	22	32

* For the years 1986 through 1988, statistics for the crime of fraud, including embezzlement, forgery, and N.S.F. checks, are not available and thus are not included in the totals for those years.

FRANKLIN-BINGHAM FARMS POLICE DEPARTMENT SPECIAL ASSESSMENT DISTRICT (S.A.D) Statistical Crime Reporting, 1986 - 2023

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023		
HOMICIDE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
ARMED ROBBERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
ATTEMPT ARMED ROBBERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
STOLEN AUTO	0	0	1	1	1	0	1	3	0	3	0	0	0	0	0	1		
ATTEMPT STOLEN AUTO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
LARCENY FROM AUTO	8	7	17	9	9	3	2	2	2	2	1	2	0	0	7	5		[]
LARCENY IN BUILDING (INCL. LARCENY OTHER)	13	4	1	10	6	6	10	5	6	3	3	2	0	1	3	3		
MALICIOUS DESTRUCTION OF PROPERTY	0	2	1	5	0	1	0	1	0	0	1	0	0	2	1	1		
BREAKING AND ENTERING, INCL. ATTEMPT	3	0	0	2	6	0	1	4	0	1	2	1	0	1	1	0		
ASSAULT, INCL. CSC, STALKING	0	2	0	1	0	2	2	0	1	0	4	5	0	5	3	3		
FORGERY - FRAUD/EMBEZZ, INCL. N.S.F. CHECKS	3	4	2	5	0	1	1	2	4	2	3	6	5	9	15	14		
EXTORTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL	27	19	22	33	22	13	17	17	13	11	14	16	5	18	30	27		

* For the years 1986 through 1988, statistics for the crime of fraud, including embezzlement, forgery, and N.S.F. checks, are not available and thus are not included in the totals for those years.

OPEN BUILDINGS			70	107	117	62	57	50	58	44	44	49	74		
(Only tracked since 2013)															

For Year 2020, that was the Covid 19 Pandemic and many businesses in the SAD were closed or unoccupied.



Budget 2024-2025

Village of Bingham Farms

Lisa Blackburn, President Kurt Jones, President Pro-Tem

> Council Members: D.E. Hagaman Debbie Hedge Diane Howard Aaron Krabill Kathy Mechigian

Village of Bingham Farms 2024-25 Budget Proposed

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May 20, 2024

Dear President Blackburn and Members of the Village Council,

I am pleased to submit the 2024-2025 fiscal year (FY) budget for the Village of Bingham Farms. The budget is the result of several months of preparation by the Treasurer and careful analysis by the Budget Committee. It represents our collective effort to maintain a high quality of life for Village residents and businesses while continuing to work within existing financial constraints.

This budget continues to represent the state Uniform Chart of Accounts. This system uses numerical groupings to identify funds, activities, and accounts. Bingham Farms' governmental funds include the General (101), Major Road (202) and Local Road (203) funds. Activities can be thought of as departments (i.e. Clerk (215), Treasurer (253), Public Safety (300)). Accounts are specific budgeted line items (i.e. salaries (702), attorney services (811), rent (940)). A list of Village Funds and Activities is included on page 4. Along with complying with state mandates, this account structure adds consistency and transparency to this and future budgets.

The Village maintains 1.02 miles of Major Streets and 4.52 miles of Local Streets. Recent assessments indicate that significant road reconstruction projects will be required. This has led to the formation of a Roads Committee that will present to Council options on the Village roads. The Village Council will review & consider these options on how to best address & fund road reconstruction projects.

Revenue Assumptions

The two main sources of General Fund revenue are property taxes and state shared revenues. Oakland County Equalization has reported in the March Board of Review total taxable value within the Village of \$217,323,990. Property tax revenues are projected to increase by 7.1% over the current fiscal year. The budget shows an increase of 0.6% in state revenue sharing funds over FY 2023-2024 actual, based on current projections from the State.

The primary source of revenue for the Major Roads and Local Roads Funds is Act 51 revenue from the State Transportation Fund and transfers from the General Fund. The State uses a formula based on population, miles of roads, and a State-assigned factor to determine the amount of Act 51 payments. State estimates indicate an increase in Act 51 funding.

Expenditure Projections

Overall expenditures largely reflect prior budgets with adjustments for contracted increases and inflation.

Salary increases for the Village Staff are budgeted at four percent.

Fund Balance

Fund balance designations are included in the General Fund summary on page 4. Fund balance history is included on page 14.

Summary

The 2024-2025 budget reflects the Village's continued commitment to maintain a strong financial position while providing residents and businesses with excellent, high-quality services. As a result, the Village is in an excellent position to manage current needs.

I would like to thank the Budget Committee, Village staff and Council for their assistance in developing the 2024-2025 budget. I look forward to working with you in the coming year to serve and strengthen the Bingham Farms community and plan for the road ahead.

Sincerely,

William Pattyn Treasurer/Finance Director

Bingham Farms Funds & Activities

The Village uses the Uniform Chart of Accounts as developed by the State of Michigan to record financial transactions. This system uses numerical groupings to identify funds, activities, and accounts. Accounts can be thought of as line items in the budget and are not detailed here.

Funds

- 101 General Fund
- 202 Major Road Fund
- 203 Local Road Fund

Activities

- 215 Clerk
- 253 Treasurer
- 261 General Government
- 266 Attorney
- 300 Public Safety
- 440 Public Works
- 449 Streets Act 51
- 600 Community Service
- 701 Planning
- 790 Library
- 965 Transfer to Other Funds

Example: 101-253-702 accounts for the Treasurer's department salaries

Fund 101 (General Fund) Activity 253 (Treasurer) Account 702 (Salaries)

Village of Bingham Farms 2024-25 Proposed Budget General Fund Summary

					% Change
					From
	Actual	Budget	Estimated		2024
	2023	2024	2024	2025	Budget
Revenues					= 4.04
Property Tax	1,748,575	1,827,208	1,841,683	1,956,048	7.1%
Special Assessments	363,629	394,732	394,732	405,691	2.8%
Intergovernmental	197,204	371,575	217,742	297,995	-19.8%
Other Sources	206,273	110,500	167,929	139,000	25.8%
General Total Revenues	2,515,681	2,704,015	2,622,086	2,798,734	3.5%
Expenditures					
215 Clerk	143,912	158,704	159,473	163,815	3.2%
253 Treasurer	84,016	109,634	109,508	120,059	9.5%
261 General Government	163,228	192,275	213,439	205,583	6.9%
266 Attorney	23,357	45,500	30,731	45,500	0.0%
300 Public Safety	1,517,655	1,555,722	1,547,153	1,662,062	6.8%
440 Public Works	153,270	347,108	175,296	265,111	-23.6%
600 Community Services	5,490	7,100	6,490	7,100	0.0%
701 Planning	11,202	8,900	8,900	9,200	3.4%
790 Library	125,313	129,072	129,072	132,942	3.0%
965 Transfer to Other Funds	0	0	0	0	N/A
Other Functions	0	0	0	0	N/A
General Total Expenditures	2,227,443	2,554,015	2,380,061	2,611,372	2.2%
Revenues over/(under)					
Expenditures	288,238	150,000	242,025	187,362	
Budgeted from Fund Balance	0	0	0	0	
Fund Balance					
Beginning Fund Balance	2,632,499	2,920,737	2,920,737	3,162,761	8.3%
Net increase/(decrease) in Fund					
Balance	288,238	150,000	242,025	187,362	
Ending Fund Balance	2,920,737	3,070,736	3,160,761	3,350,124	9.1%
Fund Balance Designations:					
Assigned Roads Emergency	300,000	300,000	300,000	300,000	
Assigned Sewers Emergency	200,000	200,000	200,000	200,000	
Assigned Roads Projects	450,000	600,000	600,000	750,000	+\$150,000
Unassigned	1,970,737	<u>1,970,736</u>	2,062,761	2,100,124	
Total Fund Balance	2,920,737	3,070,736	3,162,761	3,350,124	
Unassigned Fund Balance as		- /		- /	
a % of Expenditures	88.48%	77.16%	86.67%	80.42%	

Village of Bingham Farms 2024-25 Proposed Budget General Fund Revenue

		Astual	Dudeet	Fatimated		% Change From 2024
Assount	Description	Actual 2023	Budget 2024	Estimated 2024	2025	-
Account Property Taxes	Description		2024 9.0000 Mils	-	9.0000 Mils	Budget
101-000-402	Real Property Taxes	1,662,261	1,748,343	1,758,821	1,878,578	
101-000-402	Personal Property Tax	81,755	74,365	71,807	73,470	-1.2%
101-000-410	Delinquent Personal Property Taxes	2,886	2,000	9,978	2,000	0.0%
101-000-412	Penalty on Taxes	1,673	2,500	1,077	2,000	-20.0%
101-000-445	Property Tax Total	1,748,575	1,827,208	1,841,683	1,956,048	7.1%
Special Assessm	• •	1,740,575	1,027,200	1,041,003	1,550,040	7.1/0
101-000-451	Police Special Assessment	360,447	390,532	390,532	401,491	2.8%
101-000-452	Pump Special Assessment	3,182	4,200	4,200	4,200	0.0%
	Special Assessment Total	363,629	394,732	394,732	405,691	2.8%
Intergovernmen						
101-000-502	Federal Grant Revenue	0	0	0	0	N/A
101-000-528	Other Federal Grant (ARPA)	23,300	215,350	50,888	133,403	N/A
101-000-543	Liquor Control	770	770	770	770	0.0%
101-000-573	Local Community Stabilization	49,625	32,400	43,831	40,000	23.5%
101-000-574	State Revenue Sharing	123,509	123,055	122,253	123,822	0.6%
	Intergovernmental Total	197,204	371,575	217,742	297,995	-19.8%
Other Sources						
101-000-476	Business Licenses	7,940	7,500	10,795	7,500	0.0%
101-000-477	Franchise Fees (Cable)	31,451	35,000	28,800	26,000	-25.7%
101-000-490	Permit Revenue	8,295	7,000	8,779	7,000	0.0%
101-000-656	Court Fees & Fines	32,561	35,000	28,322	30,000	-14.3%
101-000-657	Ordinance/Alarm Fees	5,875	6,000	2,713	3,500	-41.7%
101-000-665	Interest	70,935	15,000	70,339	60,000	300.0%
101-000-675	Yard Mowing - Code Enforcement	410	0	0	0	0.0%
101-000-677	Misc. Income	42,599	5,000	18,182	5,000	0.0%
101-000-693	Sale of Capital Assets	6,207	0	0	0	0.0%
	Other Sources Total	206,273	110,500	167,929	139,000	25.8%
	Budgeted Revenues	2,515,681	2,704,015	2,622,086	2,798,734	3.5%
	Budgeted From Fund Balance	0	0	0	0	
	General Total Revenues	2,515,681	2,704,015	2,622,086	2,798,734	3.5%

Village of Bingham Farms 2024-25 Proposed Budget General Fund Expenditures

Account	Description	Actual 2023	Budget 2024	Estimated 2024	2025	% Change from 2024 Budget
Clerk						
101-215-702	Salaries & Wages	101,259	102,069	102,920	106,152	4.0%
101-215-711	Insurance Benefits	26,642	31,635	30,211	34,991	10.6%
101-215-712	Retirement Contribution	15,186	23,400	24,952	21,072	-9.9%
101-215-850	Cell Phone	550	600	600	600	0.0%
101-215-960	Membership & Training	275	1,000	790	1,000	0.0%
	Clerk ExpenseTotal	143,912	158,704	159,473	163,815	3.2%
Treasurer						
101-253-702	Salaries & Wages	58,940	72,500	72,500	75,400	4.0%
101-253-711	Insurance Benefits	16,431	29,971	29,846	37,250	24.3%
101-253-712	Retirement Contribution	6,726	6,163	6,163	6,409	4.0%
101-253-960	Membership & Training	1,919	1,000	999	1,000	0.0%
	Treasurer ExpenseTotal	84,016	109,634	109,508	120,059	9.5%
General Gover	nment					
101-261-702	Salaries & Wages	38,590	50,000	51,354	52,000	4.0%
101-261-710	Employer Payroll Taxes	15,407	17,328	17,624	18,500	6.8%
101-261-711	Insurance Benefits	2,324	15,233	14,625	16,723	9.8%
101-261-712	Retirement Contribution	531	4,250	4,250	4,420	4.0%
101-261-	Retirement Supplemental	0	0	30,000	0	0.0%
101-261-727	Office Supplies	2,628	4,000	4,150	4,000	0.0%
101-261-806	Liability Insurance	15,348	15,500	15,279	16,740	8.0%
101-261-807	Information Technology	14,394	6,000	7,480	12,300	105.0%
101-261-812	Audit	13,400	14,000	16,500	15,000	7.1%
101-261-815	Payroll Services	2,430	2,700	2,571	2,800	3.7%
101-261-860	Mileage & Travel	239	700	840	800	14.3%
101-261-900	Publishing & Printing	4,943	5,000	5,000	5,000	0.0%
101-261-923	Office Utilities	4,275	5,600	4,700	5,800	3.6%
101-261-940	Rent	36,739	37,000	35,000	37,000	0.0%
101-261-960	Membership & Training	2,260	6,000	2,800	1,000	-83.3%
101-261-961	Misc. Expenses	9,056	1,000	3,266	1,500	50.0%
101-261-964	Tax Refund Allowance	663	2,000	0	2,000	0.0%
101-261-969	Contingency	0	5,964	0	10,000	67.7%
	General Government ExpenseTotal	163,228	192,275	213,439	205,583	6.9%
Attorney						
101-266-811	Attorney	23,357	45,500	30,731	45,500	0.0%
	Attorney Expense Total	23,357	45,500	30,731	45,500	0.0%

Village of Bingham Farms 2024-25 Proposed Budget General Fund Expenditures

Account	Description	Actual 2023	Budget 2024	Estimated 2024	2025	% Change from 2024 Budget
Public Safety		2025	LULI	LULI	2025	Duuget
101-300-702	Salaries & Wages	2,616	2,800	3,600	3,600	28.6%
101-300-801	Police Services	613,506	664,395	655,576	695,171	4.6%
101-300-802	Police Special Assessment	360,447	390,532	390,532	401,491	2.8%
101-300-803	Fire Services	495,847	497,445	497,445	561,800	12.9%
101-300-860	Mileage & Travel	416	550	0	0	-100.0%
101-300-971	Police Vehicle	44,823	0	0	0	N/A
	Public Safety ExpenseTotal	1,517,655	1,555,722	1,547,153	1,662,062	6.8%
Public Works						
101-440-804	Trash Collection	102,264	108,158	108,058	108,058	-0.1%
101-440-805	Pump Special Assessment	3,910	4,200	4,200	4,200	0.0%
101-440-813	Engineering	27,178	17,000	9,593	17,000	0.0%
101-440-813-00	1 Engineering - ARPA Grant	8,662	215,350	19,095	73,858	-65.7%
101-440-813-00	2 Engineering - Oakland Cty Grant	8,662	0	31,793	59,545	0.0%
101-440-832	State of MI Storm Water Premit	1,000	1,000	1,000	1,000	0.0%
101-440-920	Street Lighting	1,594	1,400	1,557	1,450	3.6%
101-440-955	Yard Mowing - Code Enforcement	0	0	0	0	0.0%
	Public Works ExpenseTotal	153,270	347,108	175,296	265,111	-23.6%
Community Serv	vices					
101-600-820	Senior Assistance	4,290	4,900	4,290	4,900	0.0%
101-600-821	Youth Assistance	1,200	1,200	1,200	1,200	0.0%
101-600-822	Substance Abuse Assistance	0	1,000	1,000	1,000	0.0%
	Community Services ExpenseTotal	5,490	7,100	6,490	7,100	0.0%
Planning						
101-701-814	Planning	11,202	8,900	8,900	9,200	3.4%
	Planning Expense Total	11,202	8,900	8,900	9,200	3.4%
Library						a
101-790-810	Library	125,313	129,072	129,072	132,942	3.0%
	Library Expense Total	125,313	129,072	129,072	132,942	3.0%
Transfer to Othe	er Funds					
101-965-995.202	2 Interfund Transfer to Major Roads	0	0	0	0	0.0%
101-965-	Interfund Transfer to Local Roads	0	0	0	0	0.0%
	Transfer to Other Funds Total	0	0	0	0	0.0%
Other Functions						
		0	0	0	0	0.0%
		0	0	0	0	0.0%
	Other Functions Total	0	0	0	0	N/A
	General Total Expenditures	2,227,443	2,554,015	2,380,061	2,611,372	2.2%

Village of Bingham Farms 2024-25 Proposed Budget Major Road Fund

Account	Description	Actual 2023	Budget 2024	Estimated 2024	2025	% Change from 2024 Budget
Revenues		07.000	00.445	00 577	04 705	4.20/
202-000-546	State Act 51	87,889	88,115	89,577	91,785	
202-000-665	Interest/Dividends	8,746	5,600	7,073	5,600	
202-000-677	Miscellaneous Income	0	0	0	0	N/A
202-000-699.101	From General Fund	0	0	0	0	N/A
	Major Road Total Revenues	96,635	93,715	96,650	97,385	3.9%
Expenditures						
202-449-808	Winter Maintenance	13,539	16,000	9,840	16,000	0.0%
202-449-809	Street Preservation	19,165	40,350	20,500	40,350	0.0%
202-449-961	Miscellaneious Expenses	0	0	0	0	0.0%
202-449-971	Street Construction	3,054	0	0	0	N/A
202-449-969	Non-Motorized Projects	0	0	0	0	N/A
202-449-995.203	To Local Road Fund	0	0	0	0	N/A
	Major Road Total Expenditures	35,758	56,350	30,340	56,350	0.00%
Revenues over/(under) Expenditures	60,877	37,365	66,310	41,035	
Budgeted from F	Budgeted from Fund Balance		0	0	0	
Fund Balance (Re	estricted)					
Beginning Fund E	Beginning Fund Balance		823,185	823,185	889,495	
Net Change in Fu	nd Balance	60,877	37,365	66,310	41,035	
Ending Fund Bala	ince	823,185	860,550	889,495	930,530	

Village of Bingham Farms 2024-25 Proposed Budget Local Road Fund

Account	Description	Actual 2023	Budget 2024	Estimated 2024	2025	% Change from 2024 Budget
Revenues						
203-000-546	State Act 51	44,450	45,393	45,304	46,420	2.3%
203-000-573	Metro Act Fees	0	0	0	4,000	N/A
203-000-665	Interest/Dividends	5,996	3,600	4,715	3,900	8.3%
203-000-677	Miscellaneous Income	0	0	0	0	N/A
203-000-699.101	From General Fund	0	0	0	0	N/A
203-000-699.202	From Major Road Fund	0	0	0	0	N/A
	Local Road Total Revenues	50,446	48,993	50,019	54,320	10.9%
Expenditures						
203-449-808	Winter Maintenance	18,303	10,600	6,560	10,600	0.0%
203-449-809	Street Preservation	14,121	26,865	13,518	26,865	0.0%
203-449-961	Miscellaneious Expenses	0	0	0	0	0.0%
203-449-971	Street Construction	18,704	0	0	0	N/A
203-449-969	Non-Motorized Projects	0	0	3,000	0	N/A
	Local Road Total Expenditurs	51,128	37,465	23,078	37,465	0.0%
Revenues over/(under) Expenditures	(682)	11,528	26,941	16,855	
Budgeted from Fund Balance		0	0	0	0	
Fund Balance (Re	estricted)					
Beginning Fund B		617,477	616,795	616,795	643,736	
Net Change in Fu		(682)	11,528	26,941	16,855	
Ending Fund Bala	ince	616,795	628,323	643,736	660,591	

Village of Bingham Farms 2024-25 Proposed Budget

Appendix 1: Notes to Budgets

General Fund Revenues	
Real / Personal Property	Overall Property Tax Value increased by 6.5%
Taxes	Taxable Value used is via Form L-4037 (Board of Review dated March 2024)
	Pass through per Franklin police budget.
Special Assessments	Pass through per pump expense paid.
Intergovernmental	State revenue share is projected to be flat to a slight increase from last fiscal year.
	Court revenue reduced based on current year experience.
Other Sources	Interest revenue based on current economic conditions.
General Fund Expenses	
	4% Salary increases based on budget committee meetings an after review of CPI & other
	data points.
	Insurance premium increase based on prior year actual.
	Retirement payment decrease for Direct Benefit & increase for Direct Contribution based
Salaries & Benefits	on MERS requirements.
	Information Technology increase based on prior year budgeted + new vendor (VC3) +
	other vendor increases
General Governement	Contingency budgeted for unforseen expenses.
	Police increase 4.6% based on Franklin police draft budget.
Public Safety	Fire increase 12.94% based on commission approved budget
Community Services	NEXT - Amount confirmed with Christine Braun Executive Director via email.
Library	Contracted Increase 3%
Transfer to Other Funds	None Budgeted as of this point in time
General Fund Fund Balan	
	\$150,000 budgeted to be assign to future road projects at the end of the FY should funds
Fund Balance	be available.
Major Road Revenues	
State Act 51	Based on State estimates.
Major Road Expenses	
Street Construction	Pending Roads Committee recommendations
Local Road Revenues	
State Act 51	Based on State estimates.
Local Road Expenses	
Street Construction	Pending Roads Committee recommendations
Millage Rate	
	This budget is based on the Village Council adopting the levy of 9 Mils., however the
	Village Council may consider the levying of 10 Mils.

Village of Bingham Farms 2024-25 Proposed Budget

	Real Property	Personal Property	Total
Taxable Value*	\$208,730,940	\$8,593,050	\$217,323,990
Change from 2023	+6.84%	-1.20%	+6.50%
Millage Rate	Revenue	Revenue	Revenue
8.50	1,774,213	73,041	1,847,254
8.60	1,795,086	73,900	1,868,986
8.70	1,815,959	74,760	1,890,719
8.80	1,836,832	75,619	1,912,451
8.90	1,857,705	76,478	1,934,184
9.00	1,878,578	77,337	1,955,916
9.10	1,899,452	78,197	1,977,648
9.20	1,920,325	79,056	1,999,381
9.30	1,941,198	79,915	2,021,113
9.40	1,962,071	80,775	2,042,846
9.50	1,982,944	81,634	2,064,578
10.00	2,087,309	85,931	2,173,240
0.10	20,873	859	21,732
1.00	208,731	8,593	217,324

Appendix 2: Property Tax Revenue Generated by Millage Rate

*From March Board of Review Final Form L-4037

Appendix 3 Headlee Calculation

Calculated using the March Boad of Review taxable value & 2024 Oakland County L-4028.

2024 Maximum allowable millage = 12.0557

The Headlee amendment property tax revenue limitation requires that if the assessed value of a local tax unit's total taxable property increases by more than the inflation rate, the maximum property tax millage must be reduced so that the local unit's total taxable property yields the same gross revenue, adjusted for inflation.

The Headlee calculation is used to determine the maximum millage a governmental unit can legally levy. The Headlee rollback is calculated each year using the following formula:

(Prior year taxable value – Losses in taxable value) x CPI = Adjusted prior taxable value (2023 taxable value – losses) x 1.051 = Adjusted 2023 taxable value (204,069,070 – 1,558,500) x 1.051 = 212,838,609

- Current year taxable value Additions in taxable value = Adjusted current taxable value 2024 taxable value – additions = Adjusted 2024 taxable value 217,323,990 – 4,185,690 = 213,138,300
- Adjusted prior taxable value / Adjusted current taxable value=Millage Reduction Fraction (MRF) Adjusted 2023 taxable value / Adjusted 2024 taxable value = 2024 MRF 212,838,609 / 213,138,300 = 0.9986 MRF

If Millage Reduction Fraction (MRF) is 1.0 or less: Prior year allowable millage X MRF = Current year allowable millage

If Millage Reduction Fraction (MRF) is greater than 1.0: Current year allowable millage = Prior year allowable millage

Appendix 4 Millage Rate History

Тах	Taxable	1955	Headlee	General
Year	Value	Charter	Maximum	Operating
	(millions)	Maximum	Allowable	Levied
2024	217.3*	20.0000	12.0557	9.0000
2023	204.1	20.0000	12.0727	9.0000
2022	194.4	20.0000	12.0727	9.0000
2021	187.2	20.0000	12.0727	9.0000
2020	184.0	20.0000	12.0727	9.0000
2019	178.6	20.0000	12.1702	8.8000
2018	172.9	20.0000	12.1897	8.4000
2017	167.1	20.0000	12.2584	8.4000
2016	162.3	20.0000	12.3275	8.4000
2015	158.7	20.0000	12.3275	8.4000
2014	153.9	20.0000	12.3275	7.9000
2013	153.4	20.0000	12.3275	7.7000
2012	155.6	20.0000	12.3275	7.7000
2011	159.6	20.0000	12.3275	7.4000
2010	176.3	20.0000	12.3275	6.8000
2009	196.0	20.0000	12.3275	6.8000
2008	200.3	20.0000	12.3275	6.8000
2007	200.4	20.0000	12.3275	6.8000
2006	193.4	20.0000	12.3275	6.8000
2005	187.4	20.0000	12.3275	6.8000
2004	183.1	20.0000	12.3275	6.8000
2003	178.6	20.0000	12.3609	6.8000
2002	184.1	20.0000	12.3609	6.8000
2001	175.8	20.0000	12.4056	6.8000
2000	165.7	20.0000	12.4056	6.8000
1999	163.5	20.0000	12.4056	6.8000
1998	153.2	20.0000	12.8000	6.3000
1997	140.8	20.0000	13.1120	6.8000
1996	137.0	20.0000	13.1120	6.8000
1995	135.0	20.0000	13.1120	6.8000
1994	130.8	20.0000	13.1120	6.6000

*March Board of Review Taxable Value via L-4037

Appendix 5 Fund Balance History

The fund balance represents the difference between assets and liabilities that have accumulated from all prior fiscal years since the Village was incorporated.

Fiscal Year	General Fund	Major Road Fund	Local Road Fund
24/25*	3,350,124	930,530	660,591
23/24*	3,160,761	889,495	643,736
22/23	2,920,737	823,185	616,795
21/22	2,632,499	762,308	617,477
20/21	2,309,325	714,468	595,455
19/20	2,100,895	697,252	598,171
18/19	1,994,665	597,505	494,648
17/18	2,009,339	475,001	415,568
16/17	1,942,671	356,365	329,728
15/16	1,814,215	240,892	262,099
14/15	1,740,373	109,460	255,961
13/14	1,700,720	83,495	249,680
12/13	1,730,542	209,142	357,437

*Projected per budget

Appendix 6 Fund Balance Component Definitions

Fund Balance components are detailed in fund budget summaries.

Fund Balance can be composed of:

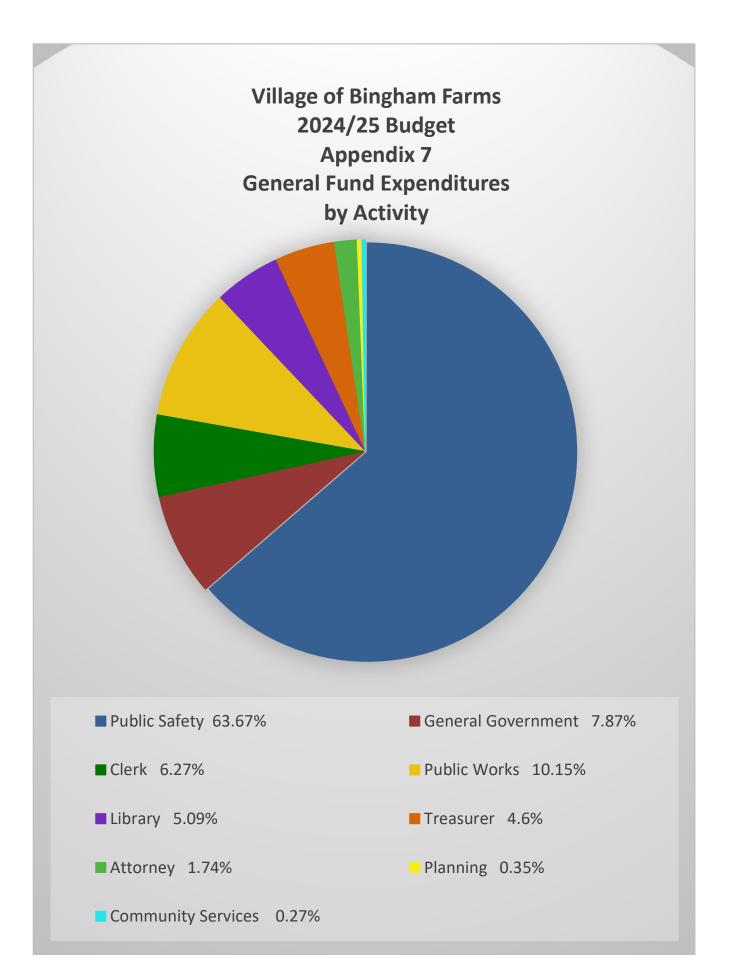
1) **Non-spendable fund balance** - Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (i.e., the corpus of an endowment fund).

2) **Restricted fund balance** - Amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation (i.e., grants, dedicated millages).

3) **Committed fund balance** - Amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.

4) **Assigned fund balance** - Amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

5) **Unassigned fund balance** – Amounts in the general fund not contained in other classifications. Unassigned amounts are technically available for any purpose.





VILLAGE OF BINGHAM FARMS RESOLUTION 2024-APPOINTMENT OF SOCWA TRUSTEE AND ALTERNATE

WHEREAS, the Village of Bingham Farms is a member of the Southeast Oakland County Water Authority (SOCWA);

WHEREAS, the Village is required to appoint a representative trustee and an alternate;

NOW THEREFORE BE IT RESOLVED, that the Village of Bingham Farms Village Council appoints Village Trustee Kurt Jones as its representative to the SOCWA Board of Trustees, and appoints Village Manager/Clerk Ken Marten as its alternate to the SOCWA Board of Trustees, both for fiscal year 2024/25.

RESOLUTION OFFERED BY _____, SECONDED BY _____

AYES: NAYS: ABSENT:

It is hereby certified that the forgoing Resolution is a true and accurate copy of the Resolution adopted by the Village Council of the Village of Bingham Farms at a meeting duly called and held on the 20th day of May, 2024.

VILLAGE OF BINGHAM FARMS

Kenneth D. Marten, Manager/Clerk

Date

Ken Marten

From:	Beckerleg, Derk
Sent:	Tuesday, May 14, 2024 1:03 PM
То:	Ken Marten
Subject:	Amendment to Section 93-04 of the Woodlands Ordinance-subject to the attorney
	client privilege [IWOV-Secrest.FID2247995]
Attachments:	Ordinance - Tree and Woodlands Protection and Mainenance(9023856.1).docx

Hi Ken. Per the Village Council's first reading and comments at its April 22, 2024, meeting, attached please find the red-lined and clean copies of the Ordinance Amendment to Section 93-04 of the Woodlands Ordinance. As you will note, a space has been added in between the words "the" and "10%" in the fifth line of Subsection (B). As a result, it would be appropriate for the Village Council to hold the second reading and adopt the Ordinance Amendment at it May 20, 2024, meeting. Thanks, Derk.

P.S. Click on the lines in the left margin to review the changes made.



Derk W. Beckerleg Attorney at Law 2600 Troy Center Drive | P.O. Box 5025 | Troy, MI 48007-5025

Office: (248) 851-9500 x 2635 Fax: (248) 251-1223

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STATE OF MICHIGAN COUNTY OF OAKLAND VILLAGE OF BINGHAM FARMS ORDINANCE NO.

AN ORDINANCE TO AMEND SECTION 93.04 – REMOVAL PROHIBITIONS AND PERMIT REQUIREMENTS, OF CHAPTER 93 – TREE AND WOODLANDS PROTECTION AND MAINTENANCE, OF THE VILLAGE OF BINGHAM FARMS CODE OF ORDINANCES, AS AMENDED, TO CHANGE THE PERCENTAGE THRESHOLD OF PROPOSED REMOVAL OF REGULATED TREES REQUIRING A TREE REPLACEMENT PLAN.

THE VILLAGE OF BINGHAM FARMS ORDAINS:

Section 1

Section 93.04 – Removal Prohibitions And Permit Requirements, of Chapter 93, Tree And Woodlands Protection And Maintenance, of the Village of Bingham Farms Code of Ordinances, as amended, is hereby amended to now read as follows:

93.04 REMOVAL PROHIBITIONS AND PERMIT REQUIREMENTS.

(A) No more than three regulated trees may be removed from a site within a two year time period without first obtaining a tree removal permit from the Village ManagerAdministrator and no regulated tree shall be removed from a site without first providing notice to the Village ManagerAdministrator that identifies the tree and removal date. Every person that removes or authorizes removal of a regulated tree from a site is responsible for complying with this section.

(B) No tree removal permit may be approved or issued for activity that will or may cause or result in the removal of more than 10%20% of the regulated trees on a site, with the regulated trees located in the house building footprint and the regulated trees located in the area that extends six feet from the edge of the house building footprint not being included in the calculation of the 10\%, unless a tree replacement plan conforming to the requirements in § 93.09 is submitted and approved by the village.

Section 2

All Ordinances and resolutions or parts of Ordinances and resolutions in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3

Should any section, subdivision, clause or phrase of this Ordinance be declared by the court to be invalid, same shall not affect the validity of the Ordinance as a whole or any part thereof, other than the parts invalidated.

Section 4

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

Section 5

This Ordinance and the assignment of powers and duties herein shall take effect upon publication in the manner prescribed by law.

CERTIFICATION

I certify that this Ordinance was adopted by the Village Council of the Village of Bingham Farms at a meeting of the Village Council duly called and held on _____, 2024.

VILLAGE OF BINGHAM FARMS

Date:_____

By:_____ Ken Marten, Manager/Clerk

9023856

Village of Bingham Farms Council Meeting, April 22, 2024

I make a motion that the Village of Bingham Farms Council form a Personnel Advisory Committee for the purpose of conducting annual performance reviews and compensation recommendations for key staff members.

The Personnel Advisory Committee will be comprised of the Village President or President Pro Tem, a second Council Trustee, and a qualified volunteer resident.

The Personnel Advisory Committee is to be formed immediately.

Respectfully Submitted, Kathy Mechigian Employees who sustain work related injuries or illness must inform the Clerk/Administrator in writing within a reasonable period of time. No matter how minor an on-the-job injury may appear, it must be reported in writing. This will enable an eligible employee to qualify for coverage as quickly as possible. All doctors' bills, notes, etc. must be submitted to the Clerk/Administrator.

13.00 DISABILITY LEAVE

Disability leave without pay may be granted to Regular Part and Full Time Employees who have completed one year of service in the employ of Bingham Farms and who are unable to work due to physical or mental disability including pregnancy or childbirth. The Employee shall upon the request from Bingham Farms provide written medical verification of the disability.

During the period of disability, benefit accruals, such as PTO, will be suspended and will resume on the Employee's return at the level achieved prior to disability leave.

The disability leave policy should not be construed as providing for any particular length of disability leave. Each request for disability leave shall be evaluated by Bingham Farms based upon the nature of the disability and the requirements of Bingham Farms. However, in no event shall disability leave extend beyond 12 months.

Nothing contained herein shall be construed to conflict with the terms of the Family Medical Leave Act of 1993.

14.00 JURY DUTY

Paid leave for jury duty is granted to Regular Part and Full Time Employees. Jury duty pay will be calculated and paid based on the Employee's current pay rate and normally scheduled hours at the time of jury service. Proof of service from the court is required.

15.00 EVALUATIONS

The Employee, upon written request, is entitled to a written review and discussion of his or her performance, conducted by the President or his/her designee. Under all circumstances, the Employee shall have every opportunity to comment in writing, on any part of the evaluation. An evaluation shall be conducted within a reasonable period of time after the request has been received from the Employee.

The evaluation and response by the Employee to the evaluation may be submitted to the Bingham Farms Village Council for further review, at the request of either the President or the employee.

16.00 BEREAVEMENT

In the case of a death in the Employee's immediate family, Regular Part and Full Time Employees shall be granted a leave of absence with pay for up to five days for each occurrence, subject to approval by the President. Days need not be taken consecutively. Pay will be calculated based on an Employee's current rate and normally scheduled hours.

Approved September 27, 2021

VILLAGE OF BINGHAM FARMS

SALARY POLICY

1.0 SCOPE

This Salary Policy is intended to document and clarify the process of the Village of Bingham Farms to establish, adjust, and increase salaries for Village personnel.

1.1 *Authority.* The authority of the Village Council to adopt a Salary Policy has been conferred and vested in it by State law. The Council retains the right to change, modify, suspend, interpret, or cancel any provision, in whole or in part, or any procedure implemented under this Policy. The adoption of this Policy shall not restrict the authority of the Council to address individual situations and in its discretion render a decision based on specific circumstances.

1.2 *Not contractual.* The language, policies, and procedures of the Salary Policy are not, and shall not, be construed to create any express or implied contract. This Policy is not, and shall not be considered an employment contract.

1.3 *Employment agreements.* The authority vested in the Village Council includes the authority to enter into agreements of employment and includes all rights reserved to and exercised by employers. No employee or representative of Bingham Farms, other than the Council, has any authority to enter into an employment agreement. All employment agreements shall be in writing, be for a specified period of time, and shall be approved by the Council.

2.0 COUNCIL RESPONSIBILITIES

2.1 *Establish, adjust, and increase salaries.* Salaries are reviewed annually by the Budget Committee and approved by the Council as part of the budget adoption process. Salary increases and adjustments, when granted, are to be included as part of and adopted with the annual budget for the fiscal year starting on July 1.

2.2 Salaries of Clerk, Treasurer, Assessor. In accordance with Chapter III, Section 13 of the Village Charter, the salaries of the Clerk, Treasurer, and Assessor shall be set by the Council. The Village paid salary of the Clerk shall not be less than the Village paid salary of the President and/or Trustee.

2.3 *Salaries of employees*. Annually, Council is to establish the salaries of Village employees through the adoption of the annual budget, except when there is a contractual agreement to the contrary.

2.4 *Salaries of new hires.* In the case of a new hire, Council is to establish the salary of the new employee at the time of the hire based on the position, level of responsibility, and experience.

2.5 *Exceptional performance*. In cases of exceptional performance, salary increases may be granted by Council throughout the budget year.

1

Lists of amendments to manager's contract

First amendment, June 2019: salary increase from \$80K to \$84K; one year contract extension; payment of \$50 a month for using personal cell phone for village business (prior, the village was paying monthly \$80-90 for a separate cell phone); six months' severance pay if terminated without cause

Second amendment, July 2019: requires that manager give 60-days' written notice of intent to leave village employment

Third amendment, May 2020: salary increase from \$84K to \$87,360; one year contract extension

Fourth amendment, June 2021: salary increase from \$87,360 to \$90,850; one year contract extension

Fifth amendment, October 2021: requires manager to be on-call and available during the time between Christmas Eve and New Year's Day (office is otherwise closed)

Sixth amendment, June 2022: salary increase from \$90,850 to \$97,209; one year contract extension

Seventh amendment, June 2023: salary increase from \$97,209 to \$102,069; one year contract extension

EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed, to be effective $\sqrt{272}$, 2018, and is between the VILLAGE OF BINGHAM FARMS ("Village or Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

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WHEREAS the Employer and the Employee desire to enter into this contract as Employee is being hired to fulfill the position of the Clerk/Administrator of the Village; and

WHEREAS this Agreement is an Employment Contract and is entered into to confirm the agreement of the Employer and Employee to the following terms and conditions that will apply during Employee's employment as the full-time Clerk/Administrator of the Employer.

THE PARTIES THEREFORE AGREE:

SECTION I MUTUAL ASSENT TO TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement contains the terms and conditions for Employee's full-time employment as the Village's Clerk/Administrator.

SECTION II GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

SECTION III DUTIES OF EMPLOYEE

The duties of the Employee shall include all duties specified in the Village Charter and Ordinances for the Village Clerk, Village Administrator and other administrative positions that have been carried out in the past by the Village Clerk/Administrator, attendance at and administrative support for meetings of the Village Council, Zoning Board of Appeals, Planning Commission and if necessary Design Review Board, and such other additional duties as may be designated and assigned by the Village Council from time to time. Unless otherwise provided in the Charter or an Ordinance, the Employee shall report to the President of the Village of Bingham Farms.

SECTION IV HOURS AND PLACE OF EMPLOYMENT

The duties required of the Employee hereunder shall be rendered at 24255 W. Thirteen Mile Road, Suite 190, Bingham Farms, Michigan, during the office hours established in the

Resolution #2005-02 and at other places and during other times as necessary to fulfill the Duties of Employee in Section III of this Employment Agreement.

SECTION V TERM OF AGREEMENT

The term of this Agreement shall commence on August 27, 2018 and shall continue through the previous Clerk/Administrator's term end, May 21, 2019, and any additional successive terms to which Employee is elected or appointed to the position of Clerk by the Village Council, in its discretion, in accordance with the current or amended Village Charter. However there shall be no successor term without the employee consent. Each such term is referred to in Section X as an "Employment Term." The Administrator term shall match the term of the Clerk.

SECTION VI COMPENSATION

The Employer shall pay the Employee, and the Employee shall accept from the Employer, in full payment for the Employee's full-time services hereunder, an annual salary of \$80,000.00 payable in equal installments on the 15th and 30th day of each month commencing September 15, 2018, with each payment being for the period that ends on that date. Salary adjustments, if any, shall be determined by the Village Council based on performance reviews and recommendations by the Council's Personnel Committee.

SECTION VII OTHER EMPLOYMENT

Employee shall devote all necessary time, attention, knowledge, and skill to the interests of the Employer, with the Employer entitled to all of the benefits arising from or incident to all work, services, and advice of the Employee performed in the course of the Clerk/Administrator position for which Employee has been appointed.

Employee shall not accept or engage in any other employment if it interferes with the time commitment and/or fiduciary obligation of the position set out in this agreement. Additionally, any other employment shall not have a materially adverse impact on the Village or reflect poorly on the Village actually or by perception. Employee will not be terminated for expressing a political opinion on a matter that involves a concern of the general public on a matter unrelated to his duties contained in this Agreement.

The Employee will not engage in any additional activities while at Village offices, or during normal office hours, which are unrelated to this employment with the Village.

SECTION VIII FACILITIES, SUPPLIES AND ASSISTANCE

The Employer shall furnish the Employee with a suitable office, a cell phone (which shall remain the property of the Employer and be subject to inspection by the Employer on request) for use solely for Village business, together with such supplies, equipment, and material as may be required in the performance of the Employee's duties.

The Village recognizes that certain job-related expenses will be incurred by Employee in the conduct of Village business and agrees to budget for such expenses and to pay or reimburse the Employee for such budgeted expenses upon submission of receipts or statements. It is agreed that the Village will pay for up to \$1,000.00 per year in professional dues and/or subscriptions for Employee's membership and/or participation in employment related professional organizations. The Village agrees to pay mileage at the approved IRS rate or as approved by Village Council, whichever is greater.

SECTION IX BENEFITS

During the term of this Agreement Employer agrees to provide the following benefits to Employee according to the applicable contracts, policies, terms and conditions for each benefit that are incorporated by reference in this Agreement.

- A. Life Insurance
- B. Medical Insurance
- C. Dental Insurance
- D. Vision Insurance
- E. Short-Term Disability Insurance
- F. Long-Term Disability Insurance
- G. Retirement

Employee shall be entitled to paid time off ("PTO"), and time off for eight (8) legal holidays plus the week between Christmas Eve and New Year's Day.

PTO and its appropriate use is more fully set out in the Bingham Farms' Personnel Policy. For the first year, Employee may accrue up to a maximum of five (5) days per year of vacation, and twelve (12) days of PTO. Unused PTO will be paid out at each year-end. The purpose of PTO is to provide Employee with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employer's choice. The Employer shall pay for unused sick and/or personal days upon termination of Employee's full-time employment as the Clerk/Administrator.

SECTION X EMPLOYMENT/TERMINATION

A. <u>Termination by Employer</u>:

This Agreement shall automatically terminate upon the expiration of an Employment Term unless Employee has been elected or reappointed to the Clerk/Administrator position for the next Employment Term. During an Employment Term, during said term employment is "at-will," and may be terminated at any time, with or without notice and with or without cause, except that Employee shall not be terminated for expressing a political opinion more fully described in Section VII above. If Employer does terminate Employee's employment without cause during an Employment term, the Employee shall be entitled to receive severance pay for the remainder of the Employment Term or six (6) months, whichever is less.

B. <u>Termination by Employee</u>:

This Agreement may be terminated by the Employee, with or without cause, upon 30 days written notice to the Village President and the Village Council.

SECTION XI MODIFICATION

No modification or waiver of this Agreement or of any covenant, condition or provision herein shall be valid unless in writing and duly executed by the parties to this Agreement, with any Employer modification or waiver requiring Village Council approval.

SECTION XII SEVERABILITY

All terms and conditions of this Agreement are severable and if any of them are held to be invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Upon any such holding, either party may terminate this Agreement upon 30 days written notice to the other party.

SECTION XIII COMPLETE AGREEMENT AND WRITTEN CONTRACT

This Agreement, including any documents that are attached or incorporated by reference, embodies the entire agreement between the parties. The parties agree that there are no inducements, promises, terms, conditions or obligations made or entered into by either the Employer or the Employee other than those contained herein. This Agreement supersedes all prior Agreements, whether oral or written, and specifically supersedes all written contracts or agreements previously executed by the parties hereto.

SECTION XIV INDEMNIFICATION

To the extent allowed by law, the Employer shall defend, save harmless and indemnify the Employee against any tort or professional liability claim or demand, or other legal action arising out of non-criminal actions or omissions by Employee occurring in the performance of the Employee's duties. The Employer may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered.

IN WITNESS WHEREOF, the parties have executed this Agreement at the Village of Bingham Farms' Village Hall this 22^{μ} day of Chefty, 2018.

WITNESSES: VILLAGE OF BINGHAM FARMS/ BY: Jeffrey D. Modell Village President Ken Marten Employee

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed, to be effective June 6, 2019 and is between the VILLAGE OF BINGHAM FARMS ("Village or Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated October 22, 2018; and

WHEREAS, the Parties wish to amend and extend the Employment Agreement according to the terms contained herein,

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement only as set forth below. All other terms of the agreement will remain in full force and effect as previously agreed.

1. SECTION V: TERM OF AGREEMENT. The term of this Agreement shall be extended through June 6, 2020 and will include any additional successive terms as set out in said paragraph.

2. SECTION VI: COMPENSATION. The annual salary shall be increased to Eighty-Four Thousand and no/100 (\$84,000.00) Dollars.

3. SECTION VIII: FACILITIES, SUPPLIES AND ASSISTANCE. In lieu of furnishing Employee a cell phone, the Employer will pay a stipend to the Employee for the use of his cell phone for Village business. Employer shall pay Employee a monthly stipend of Fifty and no/100 (\$50.00) Dollars as reimbursement for Village use, and Employee agrees to abide by all federal, state and local rules with respect to the use of the cell phone. Employee further agrees and acknowledges that the phone and all of its contents may be required to be examined in response to a Freedom of Information Act (FOIA) request, subpoena, or otherwise for Village matters.

4. **SECTION X: EMPLOYMENT/TERMINATION.** If Employer does terminate Employee's employment without cause during an Employment term, the Employee shall be entitled to receive severance pay for six (6) months.

WITNESSES:

VILLAGE OF BINGHAM FARMS

BY:

Ben Templeton Village President

Ken Marten Employee

Dated:

SECOND AMENDMENT TO **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is as of the date it is fully signed and is between the VILLAGE OF BINGHAM FARMS ("Village or Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated October 22, 2018; and

WHEREAS, the Parties entered into a First Amendment to the Employment Agreement dated June 6, 2019; and

WHEREAS, the Parties wish to amend the Employment Agreement according to the terms contained herein,

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement only as set forth below. All other terms of the agreement will remain in full force and effect as previously agreed.

SECTION X(B): 1. **EMPLOYMENT/TERMINATION - TERMINATION BY** EMPLOYEE. This Agreement may be terminated by the Employee, with or without cause, upon sixty (60) days written notice to the Village President and the Village Council.

WITNESSES:

VILLAGE OF BINGHAM FARMS

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Dated:_	7- :	22-201	9	
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Ben Templeton Villagé President

Ken Marten Employee

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed and is between the VILLAGE OF BINGHAM FARMS ("Village" or "Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated October 22, 2018; and

WHEREAS, the Parties entered into a First Amendment to the Employment Agreement dated June 6, 2019; and

WHEREAS, the Parties entered into a Second Amendment to the Employment Agreement dated July 22, 2019; and

WHEREAS, the Parties wish to amend the Employment Agreement according to the terms contained herein,

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement only as set forth below. All other terms of the agreement will remain in full force and effect as previously agreed.

1. **SECTION V: TERM OF AGREEMENT.** The term of the Agreement will expire on June 6, 2021. Further, any additional successive terms to which employee is elected or appointed to position of Clerk by the Village Council in its discretion, in accordance with the current or amended Village Charter, shall expire exactly one (1) year from June 6, 2020 and any successive years thereafter.

2. **SECTION VI: COMPENSATION.** The terms of the Employee's compensation are as follows:

From July 1, 2019 through June 30, 2020, the annual salary is \$84,000 From July 1, 2020 through June 30, 2021, the annual salary is \$87,360.

WITNESSES:

VILLAGE OF BINGHAM FARMS

BY: _

Ben Templeton Village President

Ken Marten Employee

Dated:______6074505_1.docx

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed and is between the VILLAGE OF BINGHAM FARMS ("Village" or "Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated October 22, 2018; and

WHEREAS, the Parties entered into a First Amendment to the Employment Agreement dated June 6, 2019; and

WHEREAS, the Parties entered into a Second Amendment to the Employment Agreement dated July 22, 2019; and

WHEREAS, the Parties entered into a Third Amendment to the Employment Agreement dated May 27, 2020; and

WHEREAS, the Parties wish to amend the Employment Agreement according to the terms contained herein,

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement only as set forth below. All other terms of the agreement will remain in full force and effect as previously agreed.

1. **SECTION VI: COMPENSATION.** The terms of the Employee's compensation are as follows:

From July 1, 2020 through June 30, 2021, the annual salary is \$87,360. From July 1, 2021 through June 30, 2022, the annual salary is \$90,850.

WITNESSES:

VILLAGE OF BINGHAM FARMS

BY:

Ben Templeton Village President

Ken Marten Employee

Dated:

FIFTH AMENDMENT TO **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is as of the date it is fully signed and is between the VILLAGE OF BINGHAM FARMS ("Village" or "Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated October 22, 2018; and

WHEREAS, the Parties entered into a First Amendment to the Employment Agreement dated June 6, 2019; and

WHEREAS, the Parties entered into a Second Amendment to the Employment Agreement dated July 22, 2019; and

WHEREAS, the Parties entered into a Third Amendment to the Employment Agreement dated May 27, 2020; and

WHEREAS, the Parties entered into a Fourth Amendment to the Employment Agreement dated June 29, 2021; and

WHEREAS, the Parties wish to amend the Employment Agreement according to the terms contained herein.

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement only as set forth below. All other terms of the agreement will remain in full force and effect as previously agreed.

SECTION IX: BENEFITS. The terms of the Employee's benefits, holidays, vacation 1. and PTO will remain the same with the addition that the Employee shall be on-call and available during the time between Christmas Eve and New Year's Day unless another employee has been designated.

WITNESSES: BY: 10-26-200 i

VILLAGE OF BINGHAM FARMS

Ben Templeton Village Bresident

Ken Marten

Employee

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SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed and is between the VILLAGE OF BINGHAM FARMS ("Village" or "Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated October 22, 2018; and

WHEREAS, the Parties entered into a First Amendment to the Employment Agreement dated June 6, 2019; and

WHEREAS, the Parties entered into a Second Amendment to the Employment Agreement dated July 22, 2019; and

WHEREAS, the Parties entered into a Third Amendment to the Employment Agreement dated May 27, 2020; and

WHEREAS, the parties entered into a Fourth Amendment to Employment Agreement; and

WHEREAS, the parties entered into a Fifth Amendment to Employment Agreement in October, 2021; and

WHEREAS, the Parties wish to amend the Employment Agreement, as amended, according to the terms contained herein,

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement, as amended, only as set forth below. All other terms of the Agreement will remain in full force and effect as previously agreed.

1. **SECTION VI**: **COMPENSATION.** The terms of the Employee's compensation are as follows:

From July 1, 2022 through June 30, 2023, the annual salary is \$97,209.

WITNESSES:

VILLAGE OF BINGHAM FARMS

By: ____

Ben Templeton Village President

By:_____

Ken Marten Employee

Dated:_____

SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed and is between the VILLAGE OF BINGHAM FARMS ("Village" or "Employer"), Oakland County, Michigan, by and through its Village Council and Ken Marten, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated October 22, 2018; and

WHEREAS, the Parties entered into a First Amendment to the Employment Agreement dated June 6, 2019; and

WHEREAS, the Parties entered into a Second Amendment to the Employment Agreement dated July 22, 2019; and

WHEREAS, the Parties entered into a Third Amendment to the Employment Agreement dated May 27, 2020; and

WHEREAS, the parties entered into a Fourth Amendment to Employment Agreement; and

WHEREAS, the parties entered into a Fifth Amendment to Employment Agreement in October, 2021; and

WHEREAS, the parties entered into a Sixth Amendment to Employment Agreement dated June 28, 2022; and

WHEREAS, the Parties wish to amend the Employment Agreement, as amended, according to the terms contained herein,

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement, as amended, only as set forth below. All other terms of the Agreement will remain in full force and effect as previously agreed.

1. SECTION VI: COMPENSATION. The terms of the Employee's compensation are as follows:

From July 1, 2023 through June 30, 2024, the annual salary is \$102,069.

2. All references to the Village Clerk, Village Administrator, Village Clerk/Administrator and/or Clerk/Administrator contained in the Employment Agreement, as amended, shall now refer to the Village Clerk/Village Manager.

WITNESSES:

VILLAGE OF BINGHAM FARMS

By:___

Lisa Blackburn Village President

VILLAGE OF BINGHAM FARMS

By:_

Ken Marten Employee

Dated: _____

8389035

EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed, to be effective ______, 2023, and is between the VILLAGE OF BINGHAM FARMS ("Village or Employer"), Oakland County, Michigan, by and through its Village Council and William Pattyn, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS the Employer and the Employee desire to enter into this contract as Employee is being hired to fulfill the positions of the Treasurer, Finance Director and Assessor of the Village; and

WHEREAS this Agreement is an Employment Contract and is entered into to confirm the agreement of the Employer and Employee to the following terms and conditions that will apply during Employee's employment as the full-time Treasurer, Finance Director and Assessor of the Employer.

THE PARTIES THEREFORE AGREE:

SECTION I MUTUAL ASSENT TO TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement contains the terms and conditions for Employee's full-time employment as the Treasurer, Finance Director and Assessor.

SECTION II GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Michigan.

SECTION III DUTIES OF EMPLOYEE

The duties of the Employee shall include all duties specified in the Village Charter and Ordinances and State Law for the Village Treasurer, Village Finance Director and Village Assessor and other administrative positions that have been carried out in the past by the Village Treasurer, Village Finance Director and Village Assessor, attendance at and administrative support for meetings of the Village Council and such other additional duties as may be designated and assigned by the Village Council from time to time. Unless otherwise provided in the Charter or an Ordinance, the Employee shall report to the President of the Village of Bingham Farms.

SECTION IV HOURS AND PLACE OF EMPLOYMENT

The duties required of the Employee hereunder shall be rendered at 24255 W. Thirteen Mile Road, Suite 190, Bingham Farms, Michigan, during the office hours established in the Resolution #2005-02 and at other places and during other times as necessary to fulfill the duties of Employee in Section III of this

Employment Agreement. The Employee shall work five full days, Monday through Friday, for the Village as full-time Village Treasurer, Village Finance Director and Village Assessor.

<u>SECTION V</u> <u>TERM OF AGREEMENT</u>

The term of this Agreement shall commence on February 21, 2023 and will expire on June 30, 2023. While the Employee's official employment start date will be February 20, 2023, it is agreed that the Employee will work a few hours for Employer at Employer's office on both January 30, 2023 and January 31, 2023 so that the current Treasurer, Finance Director and Assessor can familiarize Employee with the Treasurer, Finance Director and Assessor's duties and requirements and for the hours that Employee works on January 30, 2023 and January 31, 2023 he will be compensated as provided for in Section VI of this Agreement. This Agreement shall continue through any additional successive terms to which Employee is elected or appointed to the position of Treasurer, Finance Director and Assessor by the Village Council, in its discretion, in accordance with the current or amended Village Charter and compensation for Employee will be determined by the Village Council prior to the commencement of each successive term. However, there shall be no successor term without the Employee's consent. Each such term is referred to in Section X as an "Employment Term."

SECTION VI COMPENSATION

The Employer shall pay the Employee, and the Employee shall accept from the Employer, in full payment for the Employee's full-time services hereunder, an annual salary of \$72,500 payable in equal installments on the 15th and 30th with each payment being for the period that ends on that date. For the time that the Employee works for Employer on January 30, 2023 and January 31, 2023, the Employee shall be paid a pro-rata hourly rate based on an annual salary of \$72,500 for the number of hours the Employee works for Employer on January 30, 2023 and January 31, 2023. Salary adjustments, if any, shall be determined by the Village Council based on performance reviews and recommendations by the Council's Personnel Committee.

SECTION VII OTHER EMPLOYMENT

Employee shall devote all necessary time, attention, knowledge, and skill to the interests of the Employer, with the Employer entitled to all of the benefits arising from or incident to all work, services, and advice of the Employee performed in the course of the Treasurer, Finance Director and Assessor positions for which Employee has been appointed.

Employee shall not accept or engage in any other employment if it interferes with the time commitment and/or fiduciary obligation of the positions set out in this Agreement. Additionally, any other employment shall not have a materially adverse impact on the Village or reflect poorly on the Village actually or by perception. Employee will not be terminated for expressing a political opinion on a matter that involves a concern of the general public on a matter unrelated to the duties contained in this Agreement. The Employee will not engage in any additional activities while at Village offices, or during normal office hours, which are unrelated to the employment with the Village.

SECTION VIII FACILITIES, SUPPLIES AND ASSISTANCE

The Employer shall furnish the Employee with a suitable office together with such supplies, equipment, and material as may be required in the performance of the Employee's duties.

The Village recognizes that certain job-related expenses will be incurred by Employee in the conduct of Village business and agrees to budget for such expenses and to pay or reimburse the Employee for such budgeted expenses upon submission of receipts or statements. It is agreed that the Village will pay for up to \$1,000.00 per year in professional dues and/or subscriptions for Employee's membership and/or participation in employment related professional organizations. The Village agrees to pay mileage at the approved IRS rate or as approved by Village Council, whichever is greater.

<u>SECTION IX</u> <u>BENEFITS</u>

During the term of this Agreement Employer agrees to provide the following benefits to Employee according to the applicable contracts, policies, terms and conditions for each benefit that are incorporated by reference in this Agreement. The Employee shall not be eligible to receive the following benefits until such time as the Employee begins working five full days for the Village on February 20, 2023.

- A. Life Insurance
- B. Medical Insurance
- C. Dental Insurance
- D. Vision Insurance
- E. Short-Term Disability Insurance
- F. Long-Term Disability Insurance
- G. Retirement

Employee shall be entitled to paid time off ("PTO"), and time off for eight (8) legal holidays plus the week between Christmas Eve and New Year's Day.

The purpose of PTO is to provide Employee with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employer's choice, and its appropriate use is more fully set out in the Bingham Farms' Personnel Policy. For the first year, Employee is allowed five (5) days of vacation and twelve (12) days of PTO. Unused PTO will be paid out at each year-end. The Employer shall pay for unused sick and/or personal days upon termination of Employee's full-time employment as the Treasurer, Finance Director and Assessor.

SECTION X EMPLOYMENT/TERMINATION

A. <u>Termination by Employer</u>:

This Agreement shall automatically terminate upon the expiration of an Employment Term unless Employee has been elected or reappointed to the Treasurer, Finance Director and Assessor positions for the next Employment Term. During an Employment Term, said employment is "at-will," and may be terminated at any time, with or without notice and with or without cause, except that Employee shall not be terminated for expressing a political opinion more fully described in Section VII above.

B. <u>Termination by Employee</u>:

This Agreement may be terminated by the Employee, with or without cause, upon 30 days written notice to the Village President and the Village Council.

SECTION XI MODIFICATION

No modification or waiver of this Agreement or of any covenant, condition or provision herein shall be valid unless in writing and duly executed by the parties to this Agreement, with any Employer modification or waiver requiring Village Council approval.

SECTION XII SEVERABILITY

All terms and conditions of this Agreement are severable and if any of them are held to be invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Upon any such holding, either party may terminate this Agreement upon 30 days written notice to the other party.

SECTION XIII COMPLETE AGREEMENT AND WRITTEN CONTRACT

This Agreement, including any documents that are attached or incorporated by reference, embodies the entire agreement between the parties. The parties agree that there are no inducements, promises, terms, conditions or obligations made or entered into by either the Employer or the Employee other than those contained herein. This Agreement supersedes all prior Agreements, whether oral or written, and specifically supersedes all written contracts or agreements previously executed by the parties hereto.

SECTION XIV INDEMNIFICATION

To the extent allowed by law, the Employer shall defend, save harmless and indemnify the Employee against any tort or professional liability claim or demand, or other legal action arising out of non-criminal actions or omissions by Employee occurring in the performance of the Employee's duties. The Employer may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered.

IN WITNESS WHEREOF, the parties have executed this Agreement at the Village of Bingham Farms Village Hall this _____ day of _____, 2023.

WITNESSES:

VILLAGE OF BINGHAM FARMS

By:

Lisa Blackburn Village President

By:______ William Pattyn Employee

8091828_1

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AGREEMENT is as of the date it is fully signed and is between the VILLAGE OF BINGHAM FARMS ("Village" or "Employer"), Oakland County, Michigan, by and through its Village Council and William Pattyn, ("Employee") (collectively referred to as "Parties").

RECITALS:

WHEREAS, the Parties entered into an Employment Agreement dated February 3, 2023; and

WHEREAS, the Parties wish to amend the Employment Agreement, according to the terms contained herein,

NOW THEREFORE, the Parties hereby agree to amend the terms of the Employment Agreement, only as set forth below. All other terms of the Agreement will remain in full force and effect as previously agreed.

1. **SECTION VI: COMPENSATION.** The terms of the Employee's compensation are as follows:

From July 1, 2023 through June 30, 2024, the annual salary is \$72,500.

WITNESSES:

VILLAGE OF BINGHAM FARMS

By:_____

Lisa Blackburn Village President

VILLAGE OF BINGHAM FARMS

By:_

William Pattyn Employee

Dated: _____

8389161_1



To: Village Council

From: William Pattyn

Treasurer

Re: Treasurer's Report

Date: May 20, 2024

The following documents are included in the Treasurer's Report.

Check Disbursement Report for (4/20/24 – 5/17/24). Total General Fund \$221,126.95 Check Disbursement Report for (4/20/24 – 5/17/24). Total Gas & Weight \$1,175.00 Village of Bingham Farms Profit & Loss Budget vs Actual July through April 2024 Current Investments April 2024. 05/16/2024 02:30 PM User: BPATTYN

DB: Bingham Farms

COUNCIL FOR VILLAGE OF BINGHAM FARMS POST DATES 04/20/2024 - 05/17/2024 JOURNALIZED PAID BANK CODE: GEN

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			BANK CODE: GEN			
INVOICE NUMBER	DATE PAID	PAID BY CHECK NUMBER	DESCRIPTION	DISTRIBUTIONS\AMO	DUNTS	AMOUNT
VENDOR NAME: ADP 658692875 659902143	04/20/2024 05/03/2024	125 127	ADP PAYROLL FEE P/E 4/15/2024 ADP PAYROLL FEE FOR P/E 4/30/2024	101-261-815.000 101-261-815.000	98.41 98.41	98.41 98.41
TOTAL VEN						196.82
VENDOR NAME: ALER BATCH 31	US RETIREMENT SOLUTIO 05/13/2024	NS 135	BATCH 31 - DC PLAN FOR P/E 5/15/24	101-261-712.000 101-253-712.000	177.08 256.77	433.85
BATCH 30	04/30/2024	130	BATCH 30 - DC PLAN FOR P/E 4/30/24	101-261-712.000 101-253-712.000	177.08 256.77	433.85
TOTAL VEN						867.70
VENDOR NAME: AMER 2024073	ISCAN 04/22/2024	7897	DOCUMENTS ON DEMAND RENEWAL 5-1-24 THRU	101-261-807.000	750.00	750.00
TOTAL VEN						750.00
VENDOR NAME: ARTI 32915	STIC PRINTING, INC. 05/15/2024	7906	PRINTING LARGE ITEM PICK-UP CARDS	101-261-900.000	49.00	49.00
TOTAL VEN						49.00
VENDOR NAME: AT&T 05132024AT&T	05/17/2024	136	OFFICE INTERNET 4/26/24 - 5/25/24	101-261-923.000	107.90	107.90
TOTAL VEN						107.90
VENDOR NAME: BALD 05022024	WIN PUBLIC LIBRARY 05/15/2024	7910	LIBRARY 4TH QTR FY23/24	101-790-810.000	32,268.00	32,268.00
TOTAL VEN						32,268.00
VENDOR NAME: BLUE 182314033	CROSS BLUE SHIELD OF 04/28/2024	MICHIGAN 126	BCBS INSURANCE 5/1/24 - 5/31/24	101-215-711.000 101-253-711.000 101-261-711.000	2,494.87 2,499.63 1,135.08	6,129.58
TOTAL VEN						6,129.58
VENDOR NAME: C & 0 0019583-IN	G NEWSPAPERS 05/15/2024	7904	PUBLIC HEARING NOTICE ORDINANCE SAD BUD	101-261-900.000	1,293.75	1,293.75
TOTAL VEN						1,293.75
VENDOR NAME: CAR ' 13971357	TRUCKING 05/15/2024	7903	TRASH - RECYCLE SERVICES APRIL 2024	101-440-804.000	10,815.50	10,815.50
TOTAL VEN						10,815.50
VENDOR NAME: CONST 203144211095	UMERS ENERGY 05/01/2024	124	NATURAL GAS CHARGES 03/06/24 - 04/04/20	101-261-923.000	45.37	45.37

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DB: Bingham Farms

COUNCIL FOR VILLAGE OF BINGHAM FARMS POST DATES 04/20/2024 - 05/17/2024 JOURNALIZED PAID BANK CODE: GEN

INVOICE NUMBER	DATE PAID	PAID BY CHECK NUMBER	DESCRIPTION	DISTRIBUTIONS\AM	OUNTS	AMOUNT
VENDOR NAME: CONS	SUMERS ENERGY					
TOTAL VEN	I					45.37
VENDOR NAME: DTE 05062024DTE	ENERGY 05/06/2024	132	DTE OFFICE 3/15 - 4/15/2024	101-261-923.000	50.53	50.53
TOTAL VEN	I					50.53
VENDOR NAME: FRAN 051524FIRE	IKLIN-BINGHAM FIRE DI 05/15/2024	EPARTMENT 7913	FIRE MAY 2024	101-300-803.000	41,453.75	41,453.75
TOTAL VEN	I					41,453.75
VENDOR NAME: GIFF 131653	ELS WEBSTER 05/15/2024	7908	PLANNING SERVICES THRU 4/13/2024	101-701-814.000	1,399.00	1,399.00
TOTAL VEN	I					1,399.00
VENDOR NAME: GLAS 050124GLASS	S LAW GROUP, PA 05/15/2024	7905	PROFESSIONAL SERVICES 4/1/24 - 4/30/24	101-266-811.000	680.00	680.00
TOTAL VEN	I					680.00
VENDOR NAME: GUAR 05012024GUAR	RDIAN LIFE INS. CO. 05/01/2024	129	GUARDIAN INS MAY 2024	101-215-711.000 101-253-711.000 101-261-711.000	310.60 351.39 212.85	874.84
TOTAL VEN	I					874.84
	BELL, ROTH & CLARK, I			101 440 012 000	040 70	940 76
0215958 0215959	04/22/2024 04/22/2024	7899 7899	MS4 PERMIT STORMWATER MANAGEMENT	101-440-813.000 101-440-813.002	849.76 20,141.89	849.76 20,141.89
TOTAL VEN	I					20,991.65
VENDOR NAME: JAME 051524RENT	STOWNE SOUTH 05/15/2024	7911	RENT DUE 6/1/24	101-261-940.000	2,774.95	2,774.95
TOTAL VEN	I					2,774.95
VENDOR NAME: KEN						
051524KEN	05/15/2024	7909	KEN'S MONTHLY MILEAGE & PHONE APR 2024	101-215-850.000 101-261-860.000	50.00 14.74	64.74
TOTAL VEN	I					64.74
VENDOR NAME: MERS BATCH 72 00154794-1 BATCH 71	OF MICHIGAN 05/13/2024 05/02/2024 04/30/2024	134 133 131	BATCH 72 - 457B PLAN FOR P/E 5/15/2024 MERS DB P/E 4/30/2024 BATCH 71 - 457B PLAN P/E 4/30/24	101-000-259.000 101-215-712.000 101-000-259.000	100.00 2,100.00 100.00	100.00 2,100.00 100.00
		101 1	Shion (1 10,5 film 1/1 1/00/24	101 000 200.000		
TOTAL VEN	I					2,300.00

VENDOR NAME: MICHIGAN ASSOC. OF PLANNING ADMINS

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DB: Bingham Farms

COUNCIL FOR VILLAGE OF BINGHAM FARMS POST DATES 04/20/2024 - 05/17/2024 JOURNALIZED PAID BANK CODE: GEN

INVOICE	DATE	PAID BY CHECK	BANK CODE: GEN			
NUMBER	PAID	NUMBER	DESCRIPTION	DISTRIBUTIONS\AM	OUNTS	AMOUNT
VENDOR NAME: MIC 2003697513	HIGAN ASSOC. OF PLANN 04/22/2024	ING ADMINS 7896	ANNUAL RENEWAL 7/1/24 THRU 6/30/25	101-215-960.000	65.00	65.00
TOTAL VE	N					65.00
	HIGAN ECONOMIC DEVELO 04/22/2024	PERS 7900	EMERGING LEADERS CONFERENCE	101-261-960.000	80.00	80.00
TOTAL VE	N					80.00
	WITCH COMMUNICATIONS 05/01/2024	128	TELEPHONE COMM SERVICES FOR MAY 2024	101-261-923.000	145.61	145.61
TOTAL VE	N					145.61
VENDOR NAME: POS' 04292024POSTCARD		7901	LARGE ITEM PICK-UP POSTCARD MAILING	101-261-727.000	265.00	265.00
TOTAL VE	N					265.00
VENDOR NAME: QUI 37907218		117	QUILL SUPPLIES	101-261-727.000	44.38	44.38
TOTAL VE	N					44.38
VENDOR NAME: SEC 1492912	REST, WARDLE, LYNCH E' 04/22/2024	T AL 7898	PRODESSIONAL SERVICES THROUGH 3/27/214	101-266-811.000	1,364.40	1,364.40
TOTAL VE	N					1,364.40
VENDOR NAME: VC3 146660		7907	MONTHLY I/T AGREEMENT FOR APRIL 2024	101-261-807.000	320.00	320.00
TOTAL VE	N					320.00
VENDOR NAME: VIL 05152024PEGFEES	LAGE OF BEVERLY HILLS 05/15/2024	7902	PEG & FRANCHISE FEES QTR 3/31/24 TO BEV	101-000-230.000	7,699.41	7,699.41
TOTAL VE	N					7,699.41
VENDOR NAME: VIL 051524POLICE		7912	POLICE SAD & SERVICES MAY 2024	101-300-801.000 101-300-802.000		87,910.55
TOTAL VE						87,910.55
VENDOR NAME: YEV 04222024		7895	MILEAGE & PARKING TO ATTEND MEDA EVENT	101-261-860.000	119.52	119.52
TOTAL VE	N					119.52
GRAND TOTAL:						221,126.95
						,

05/16/2024 02:31 PM User: BPATTYN DB: Bingham Farms			COUNCIL FOR VILLAGE OF BINGHAM FARMS POST DATES 04/20/2024 - 05/17/2024 JOURNALIZED PAID BANK CODE: STR			Page:	1/1
INVOICE NUMBER	DATE PAID	PAID BY CHECK NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUN	TS		AMOUNT
VENDOR CODE: 1138 05162024JOHNSON	JOHNSON LANDSCAPING, 05/16/2024	INC. 1728	LAWN CUTTING / MULCHING & EDGING APRIL	202-449-809.000 203-449-809.000	835.00 340.00		1,175.00

TOTAL VEN

GRAND TOTAL:

1,175.00

1,175.00

05/16/2024 02:33 PM REVENUE AND EXPENDITURE REPORT FOR VILLAGE OF BINGHAM FARMS Page: 1/4 User: BPATTYN DB: Bingham Farms

GL NUMBER	DESCRIPTION	YTD BALANCE 04/30/2024	2023-24 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL	FUND				
Revenues					
101-000-034.000	Delinquent Utilities Receivable	0.00	0.00	0.00	0.00
101-000-034.010	Deliquent Water	1,606.42	0.00	(1,606.42)	100.00
101-000-034.020	Delinquent Sewer	1,956.63	0.00	(1,956.63)	100.00
101-000-402.000	Current Real Tax	1,738,151.79	1,748,343.00	10,191.21	99.42
101-000-410.000	Current Personal Tax	71,807.09	74,365.00	2,557.91	96.56
101-000-412.000	Deling Personal Tax	9,977.85	2,000.00	(7,977.85)	498.89
101-000-445.000 101-000-451.000	Interest on Taxes Police SAD	1,076.96 390,532.04	2,500.00 390,532.00	1,423.04 (0.04)	43.08 100.00
101-000-452.000	Woodlynne Pump SAD	4,200.00	4,200.00	0.00	100.00
101-000-476.000	Business Licenses	10,795.00	7,500.00	(3,295.00)	143.93
101-000-477.000	Cable Franchise Fee	35,586.76	35,000.00	(586.76)	101.68
101-000-490.000	Permit Revenue	8,778.70	7,000.00	(1,778.70)	125.41
101-000-502.000	Federal Grant Revenue	0.00	0.00	0.00	0.00
101-000-528.000	Other Federal Grant	0.00	215,350.00	215,350.00	0.00
101-000-543.000	Liquor Control	770.00	770.00	0.00	100.00
101-000-573.000	Local Comm Stabilization	43,831.44	32,400.00	(11,431.44)	135.28 83.53
101-000-574.000 101-000-656.000	State Revenue Sharing Court Fees & Fines	102,785.00 21,657.89	123,055.00 35,000.00	20,270.00 13,342.11	61.88
101-000-657.000	Ordinance/Alarm Fee	2,712.50	6,000.00	3,287.50	45.21
101-000-665.000	Interest/Dividends	61,875.91	15,000.00	(46,875.91)	412.51
101-000-674.000	Festival Contributions	0.00	0.00	0.00	0.00
101-000-675.000	Code Enforcement Fines/Fees	0.00	0.00	0.00	0.00
101-000-677.000	Miscellaneous	18,181.71	5,000.00	(13,181.71)	363.63
101-000-693.000	Sale Capital Assets	0.00	0.00	0.00	0.00
TOTAL REVENUES		2,526,283.69	2,704,015.00	177,731.31	93.43
Expenditures					
101-215-702.000	Salaries & Wages	85,908.38	102,069.00	16,160.62	84.17
101-215-711.000	Insurance Benefits	27,095.30	31,635.00	4,539.70	85.65
101-215-712.000	Retirement Contribution	20,752.00	23,400.00	2,648.00	88.68
101-215-850.000	Cell Phone	500.00	600.00	100.00	83.33
101-215-860.000 101-215-960.000	Mileage & Travel Membership & Training	0.00 790.00	0.00 1,000.00	0.00 210.00	0.00 79.00
101-253-702.000	Salaries & Wages	60,416.60	72,500.00	12,083.40	83.33
101-253-711.000	Insurance Benefits	26,643.88	29,971.00	3,327.12	88.90
101-253-712.000	Retirement Contribution	6,082.79	6,163.00	80.21	98.70
101-253-860.000	Mileage & Travel	0.00	0.00	0.00	0.00
101-253-960.000	Membership & Training	999.00	1,000.00	1.00	99.90
101-261-702.000	Salaries & Wages	43,020.97	50,000.00	6,979.03	86.04
101-261-710.000	Employer Payroll Tax	14,714.67	17,328.00	2,613.33	84.92
101-261-711.000	Insurance Benefits	13,063.84	15,233.00	2,169.16	85.76
101-261-712.000	Retirement Contribution	3,895.76	4,250.00	354.24	91.66
101-261-712.001 101-261-713.000	RETIREMENT SUPPLEMENTAL Unemployment	30,000.00 0.00	0.00 0.00	(30,000.00) 0.00	100.00 0.00
101-261-727.000	Office Supplies	3,998.25	4,000.00	1.75	99.96
101-261-806.000	Liability Insurance	15,279.00	15,500.00	221.00	98.57
101-261-807.000	Information Technololgy	5,120.09	6,000.00	879.91	85.33
101-261-812.000	Audit	16,500.00	14,000.00	(2,500.00)	117.86
101-261-815.000	Payroll Services	2,177.59	2,700.00	522.41	80.65
101-261-860.000	Mileage & Travel	778.14	700.00	(78.14)	111.16
101-261-900.000	Publish & Printing	3,077.70	5,000.00	1,922.30	61.55
101-261-923.000	Office Utilities	3,834.22	5,600.00	1,765.78	68.47
101-261-940.000 101-261-960.000	Rent Membership & Training	27,631.42 2,617.00	37,000.00 6,000.00	9,368.58 3,383.00	74.68 43.62
101-261-961.000	Miscellaneous	1,266.43	1,000.00	(266.43)	126.64
101-261-964.000	Tax Refund Allowance	0.00	2,000.00	2,000.00	0.00
101-261-969.000	Contingency	0.00	5,964.00	5,964.00	0.00
101-266-811.000	Attorney	24,131.15	45,500.00	21,368.85	53.04
101-300-702.000	Salaries & Wages	3,000.00	2,800.00	(200.00)	107.14
101-300-801.000	Police Services	544,843.10	664,395.00	119,551.90	82.01
101-300-802.000	Police SAD	325,443.40	390,532.00	65,088.60	83.33
101-300-803.000	Fire Services	414,537.50	497,445.00	82,907.50	83.33
101-300-860.000 101-300-971.000	Mileage & Travel Police Vehicle	0.00 0.00	550.00 0.00	550.00 0.00	0.00
101-440-804.000	Trash Collection	79,378.85	108,158.00	28,779.15	73.39
101-440-805.000	Woodlynne Pump	4,200.00	4,200.00	0.00	100.00
101-440-808.000	EVERGREEN DRAIN DEBT	0.00	0.00	0.00	0.00
101-440-813.000	Engineering	7,393.48	17,000.00	9,606.52	43.49
101-440-813.001	Engineering Grants	17,094.56	115,350.00	98,255.44	14.82
101-440-813.002	Oakland Cty Grant	28,793.30	100,000.00	71,206.70	28.79
101-440-832.000	State of Michigan	1,000.00	1,000.00	0.00	100.00
101-440-920.000	Street Lighting	1,392.11	1,400.00	7.89	99.44
101-440-920.001 101-440-955.000	DTE UTILITIES Code Enforcement	0.00 0.00	0.00 0.00	0.00 0.00	0.00
101-440-955.000	Code Enforcement Senior Assistance	0.00	4,900.00	4,900.00	0.00
101 000 020.000	SCHIOT NODISCANCE	0.00	-, , , , , , , , , , , , , , , , , , ,	-1,000.00	0.00

GL NUMBER	DESCRIPTION	YTD BALANCE 04/30/2024	2023-24 Amended budget	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL	FUND				
Expenditures					
101-600-821.000	Youth Assistance	0.00	1,200.00	1,200.00	0.00
101-600-822.000	Substance Abuse Assistance	0.00	1,000.00	1,000.00	0.00
101-701-814.000	Planning	4,837.50	8,900.00	4,062.50	54.35
101-751-880.000	Festival	0.00	0.00	0.00	0.00
101-790-810.000	Library	96,804.00	129,072.00	32,268.00	75.00
101-965-995.000	Interfund Transfers	0.00	0.00	0.00	0.00
101-965-995.202	To Major Roads	0.00	0.00	0.00	0.00
101-965-995.203	To Local Roads	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,969,011.98	2,554,015.00	585,003.02	77.09
Fund 101 - GENERAL	FUND:				
TOTAL REVENUES TOTAL EXPENDITURES		2,526,283.69 1,969,011.98	2,704,015.00 2,554,015.00	177,731.31 585,003.02	93.43 77.09
NET OF REVENUES & E	XPENDITURES	557,271.71	150,000.00	(407,271.71)	371.51

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GL NUMBER	DESCRIPTION	YTD BALANCE 04/30/2024	2023-24 Amended budget	AVAILABLE BALANCE	% BDGT USED
Fund 202 - MAJOR R	OADS				
Revenues 202-000-546.000 202-000-665.000 202-000-677.000 202-000-699.000	State Act 51 Interest/Dividends Miscellaneous From General Fund	76,218.01 5,709.04 0.00 0.00	88,115.00 5,600.00 0.00 0.00	11,896.99 (109.04) 0.00 0.00	86.50 101.95 0.00 0.00
TOTAL REVENUES		81,927.05	93,715.00	11,787.95	87.42
Expenditures 202-449-808.000 202-449-961.000 202-449-965.000 202-449-965.000 202-449-967.000 202-449-967.010 202-449-995.203 TOTAL EXPENDITURES	Winter Maintenance Street Preservation Miscellaneous Non-Motorized Projects Street Construction Street Construction To Local Roads	9,840.00 13,256.62 0.00 0.00 0.00 0.00 0.00 23,096.62	16,000.00 40,350.00 0.00 0.00 0.00 0.00 0.00 56,350.00	6,160.00 27,093.38 0.00 0.00 0.00 0.00 0.00 33,253.38	61.50 32.85 0.00 0.00 0.00 0.00 0.00 40.99
Fund 202 - MAJOR R TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES &		81,927.05 23,096.62 58,830.43	93,715.00 56,350.00 37,365.00	11,787.95 33,253.38 (21,465.43)	87.42 40.99 157.45

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DB: Bingham Farms

GL NUMBER	DESCRIPTION	YTD BALANCE 04/30/2024	2023-24 AMENDED BUDGET	AVAILABLE BALANCE	% BDGT USED
Fund 203 - LOCAL R	OADS				
Revenues 203-000-546.000 203-000-573.000 203-000-665.000 203-000-677.000 203-000-699.101 203-000-699.202	State Act 51 METRO ACT FEES - LCSA Interest/Dividends Miscellaneous From General Fund From Major Road Fund	38,571.06 0.00 3,806.00 0.00 0.00 0.00	45,393.00 0.00 3,600.00 0.00 0.00 0.00	6,821.94 0.00 (206.00) 0.00 0.00 0.00	84.97 0.00 105.72 0.00 0.00 0.00
TOTAL REVENUES		42,377.06	48,993.00	6,615.94	86.50
Expenditures 203-449-808.000 203-449-809.000 203-449-961.000 203-449-965.000 203-449-967.000 203-449-967.010 TOTAL EXPENDITURES	Winter Maintenance Street Preservation Miscellaneous Non-Motorized Projects Street Construction Street Construction	6,560.00 10,518.50 0.00 0.00 0.00 0.00 17,078.50	10,600.00 26,865.00 0.00 0.00 0.00 0.00 37,465.00	4,040.00 16,346.50 0.00 0.00 0.00 0.00 20,386.50	61.89 39.15 0.00 0.00 0.00 0.00 45.59
Fund 203 - LOCAL F TOTAL REVENUES TOTAL EXPENDITURES NET OF REVENUES &		42,377.06 17,078.50 25,298.56	48,993.00 37,465.00 11,528.00	6,615.94 20,386.50 (13,770.56)	86.50 45.59 219.45
TOTAL REVENUES - A TOTAL EXPENDITURES NET OF REVENUES &	- ALL FUNDS	2,650,587.80 2,009,187.10 641,400.70	2,846,723.00 2,647,830.00 198,893.00	196,135.20 638,642.90 (442,507.70)	93.11 75.88 322.49



Investments April 2024

		General Fund		
Type	Institution	Maturity	Rate	Amount
LGIP	Oakland County Pool	NA		\$210,902
MCLS	Michigan CLASS Pool	NA	5.40%	\$604,305
CD	CIBC	7/29/2024	5.25%	\$250,000
CD	Chase Bank	9/25/2024	5.17%	\$250,000
MM	Flagstar Bank	NA	4.12%	\$249,830
MM	MBS	NA	4.36%	\$254,479
CD	Dart Bank Mason MI – MBS	6/12/2024	5.35%	\$200,000
CD	JP Morgan Chase BK- MBS	6/28/2024	5.45%	\$150,000
CD	Traverse Cath. FCU - MBS	9/16/2024	5.50%	\$248,000
CD	JP Morgan Chase BK- MBS	9/17/2024	5.55%	\$100,000
CD	Bank Amer NA – MBS	11/7/2024	5.45%	\$185,000
CD	Fifth Third Bank - MBS	1/15/2025	4.70%	\$100,000
CD	MI Bank Bloomfield Twp MBS	1/31/2025	4.85%	\$248,000
USB	Fed Home Bks Fixed MGT – MBS	3/3/2025	4.92%	\$195,000
UST	MBS	Ladder	0.125% - 2.54%	\$350,000

Total \$3,595,516

Road FundsTypeInstitutionMaturityRateAmountLGIPOakland County PoolNA\$617,346

MM	MBS	NA	4.36%	\$27,666
CD	PNC BK -MBS	9/9/2024	5.25%	\$236,000
CD	Superior National Bank	7/16/2024	5.25%	\$250,000

Total \$1,131,012