

#### 32325 Franklin Road, Franklin, Michigan 48025

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## VILLAGE OF FRANKLIN REGULAR COUNCIL MEETING MONDAY, October 11, 2021, 7:00 P.M. AGENDA

The Village Council will not be assembling to meet at a physical place; the meeting will be held electronically via "Zoom.us©", in accordance with the Michigan Open Meetings Act, as amended by 2020 PA 228

LINK: https://us02web.zoom.us/j/85635451671?pwd=TTdEZG8vU2hmaWgveUVMcEJoTTdUQT09

WEBINAR ID: <u>856 3545 1671</u>PASSCODE: <u>235930</u> PHONE: <u>1-301-715-8592</u>

- I. CALL TO ORDER
- II. ROLL CALL
- III. ADOPTION OF AGENDA
- IV. MINUTES:
  - A. Regular Meeting of September 13, 2021
- V. PUBLIC REQUESTS AND COMMENTS
- VI. REPORTS OF VILLAGE OFFICERS AND AGENTS
  - A. Police Report
  - B. Fire Report
  - C. Treasurer Report
- VII. SUBMISSION OF CURRENT BILLS
- VIII. SPECIAL REPORTS
  - A. President's Report
  - B. Council Report
  - C. Administrator Report
  - D. Main Street Franklin Report
  - E. Historic District Study Committee Report
  - F. Planning Commission Report

#### IX. UNFINISHED BUSINESS

- A. Consider an Amendment to Short Term Rentals Ordinance; Sections 1240.08, 1250, and 1256
- B. Consider 2021-2022 Main Street Agreement
- C. Review of Business License Procedure

#### X. NEW BUSINESS

- A. Consider Proposed Bid for New Patrol Vehicle for the Police Department
- B. Consider Historic District Study Committee Report
- C. Consider Regional Urban Deer Management Program Resolution
- D. Consider Design and Preliminary Engineering for an Unpaved/Improved Pedestrian Path on Village Land/Easements in the Colony Hill/Irving/Captains Lane Area
- E. Consider Design and Preliminary Engineering for Sidewalks along Thirteen Mile Road and Franklin Road, South of Thirteen Mile Road
- F. Consider Bid Proposals
  - 1. Grass Cutting and Landscape Services
  - 2. Public Works Services
  - 3. Tree Removal, Tree Trimming, Stump Removal and Fertilization of Village Owned Existing Trees and Newly Planted Trees
- G. Consider Resolution for the Purchase of Generator(s) for Broughton House and Kreger House
- H. Consider Natural Feature Study Proposal
- I. Consider Community Shredding Civic Event Permit for October 30, 2021
- J. Consider Franklinstein Frenzy Civic Event Permit Application for October 23, 2021

#### XI. ADJOURNMENT

Posted: October 08, 2021

Heather Mydloski / Village Clerk

#### POSTED IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT

The Village of Franklin will provide necessary, reasonable auxiliary aids and services to individuals with disabilities requiring such services. All requests must be made to the Village Clerk at least five (5) business days before a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Village in writing at 32325 Franklin Road, Franklin, MI 48025 or by calling the Clerk's Office, at 248-626-9666.

# Village of Franklin, Michigan Public Notice for Virtual Meeting of the Village Council via "Zoom.us©" Scheduled for 7:00 p.m. on MONDAY, OCTOBER 11, 2021

The Village of Franklin's priority is always the health, safety, and welfare of residents, businesses, visitors, and its staff. The Village of Franklin has proactively taken steps to prevent the further spread of the coronavirus (COVID-19) throughout the village, including hosting of virtual meetings. All Village Council, Commission and Board meetings will be conducted as virtual meetings until further notice.

The **Village of Franklin Regular Council Meeting** will be held via "Zoom.us©" online meeting platform. Village Hall is closed to the public. The meeting is open remotely to the public to follow along and participate during the public portion of the meeting.

Access the electronic meeting in one of the following three ways:

LINK: <a href="https://us02web.zoom.us/j/85635451671?pwd=TTdEZG8vU2hmaWgveUVMcEJoTTdUQT09">https://us02web.zoom.us/j/85635451671?pwd=TTdEZG8vU2hmaWgveUVMcEJoTTdUQT09</a>
WEBINAR ID: 856 3545 1671PASSCODE: 235930 PHONE: 1-301-715-8592

#### ELECTRONIC MEETING PARTICIPATION

- To help meeting flow and organization, all public comment otherwise known as citizens to be heard, will be taken at the beginning of the meeting and as outlined on the agenda.
  - Video conferencing audience: To make a comment, use the "raise your hand" feature. When recognized by the Chairman, please wait to be un-muted, then state your name and express your interest when called upon to do so.
  - O Phone-in audience: To digitally raise your hand to be put into queue for public comment dial \*9. When recognized by the Chairman, make a public comment, state your name and express your interest when called upon to do so. To toggle the mute/unmute function dial \*6

As required by the Americans with Disabilities Act of 1990, access to all programs, services and activities provided by the Village of Franklin are available to individuals with disabilities with 48 hours' notice. Individuals who believe they are in need of an accommodation should contact the Village of Franklin Clerk's Office by emailing Heather Mydloski at <a href="mailto:clerk@franklin.mi.us">clerk@franklin.mi.us</a>.

#### VILLAGE OF FRANKLIN REGULAR COUNCIL MEETING

#### MONDAY, September 13, 2021, 7:00 P.M.

Village of Franklin Hall (Broughton House), 32325 Franklin Rd, Franklin, MI 4802

#### I. CALL TO ORDER

The meeting was called to order by President Bill Lamott, at 6:59 P.M.

#### II. ROLL CALL

Present: Brian Gordon, Mark Hanke, Pam Hansen, Ed Saenz, Mike Seltzer

and Bill Lamott.

**Absent:** Kathy Erlich

Also Present: Police Chief, Dan Roberts; Fire Chief, Tony Averbuch; Village

Administrator, Roger Fraser; Village Attorney, Peter Gojcaj; Village Clerk,

Heather Mydloski, and Ed Zmich of Hubbell, Roth, and Clark.

#### III. ADOPTION OF AGENDA

Motion by Seltzer, seconded by Saenz to adopt the Agenda as presented.

AYES: Saenz, Hansen, Hanke, Gordon, Seltzer and Lamott

NAYS: None ABSENT: Erlich

Motion carried.

#### IV. MINUTES:

#### A. Regular Meeting of August 09, 2021

Erlich was not present, due to an excused absence, but had submitted an email with her suggested addition.

#### Added to Page four (4), under C. Administrator Report

Erlich stated that we cannot generalize the results of the study to the entire population, as those who filled out the study were likely those who cared most about the issue, and those who did fill it out were more likely to not care either way.

Seltzer questioned whether the Trustee Erlich's comments should be added in her absence as that has not been the prior practice. The Council determined Erlich's submitted comments could be added to the minutes.

Motion by Seltzer, seconded by Saenz to adopt the Minutes for the Regular Meeting of August 09, 2021, as amended.

AYES: Saenz, Hansen, Hanke, Gordon, Seltzer and Lamott

NAYS: None ABSENT: Erlich

#### Motion carried.

#### V. PUBLIC REQUESTS AND COMMENTS

Public Comments were opened by President Bill Lamott at 7:04 PM.

#### Randy Brakeman-27390 WELLINGTON

• Inquired if he could address his question at this time on the ZBA Alternate Board Member Appointment. Lamott asked that he hold his comment until the appropriate time.

#### John Simon-30320 KINCARDINE

• Expressed his displeasure with a Council Trustee.

Public Comments were closed by President Bill Lamott at 7:08 PM.

#### VI. REPORTS OF VILLAGE OFFICERS AND AGENTS

#### Dan Roberts, Police Chief

- Reviewed Submitted Report
- Labor Day was quiet, hardly any parking complaints.
- Two (2) missing children that were reunited with their parents.
- Dunk tank a success at the Labor Day Round Up.
- Mounted Unit Mike Sanders retired this month. He was with FBFPD for 11 years.
- Informed the Council of an uptick in property disputes among residents.
- Fraser clarified for Council that the property disputes were not a Village issue and need to be addressed in Civil Court.

#### **Tony Averbuch, Fire Chief**

- Reviewed Submitted Report
- Thanked the FCA for including FBFD in their safety discussions around their successful Labor Day Round Up.
- Distributed Monitored Services Program Number magnets at the Labor Day Round up and Bingham Farms Family Fun Day: (248) 626-5444.

#### VII. SUBMISSION OF CURRENT BILLS

#### Lance Vainik, Village Treasurer

- Council reviewed Submitted Report.
- Gordon was impressed with the Council's smart investment strategy that had produced good return rates in this current climate.

Totals: <b>09-13-2021</b>		
CATEGORY	SU	B TOTALS
General	\$	487,794.70
Major Streets	\$	2,028.28
Local Streets	\$	35,452.24
Police	\$	36,681.14
Garbage and Rubbish	\$	15,342.13
Building Dept.	\$	11,916.09
Library	\$	-
Street Project	\$	48,980.25
Road Millage	\$	-
Pressure Sewer	\$	-
Tax Collection	\$	89,693.52
Wastewater	\$	1,399.06
TOTALS	\$	729,287.41

Motion by Seltzer, seconded by Saenz to approve the Bills List as presented.

AYES: Saenz, Hansen, Hanke, Gordon, Seltzer and Lamott

NAYS: None ABSENT: Erlich

Motion carried.

#### VIII. SPECIAL REPORTS

#### A. President's Report

#### President Bill Lamott

- Invited Ed Zmich to give a summary of the Storm Water Impact on the Village drainage system.
- Ed Zmich, of HRC stated that topography (physical survey) was the next step before a recommendation from HRC can be made.
- Discussion on community involvement prior to HDC's recommendation so they may feel heard. Council agreed.

#### **B.** Council Report

#### Trustee Brian Gordon

- Praised the Main Street Franklin Block Party and the apparent efforts of the team that made it happen.
- ZBA- expressed that he was disappointed that our Village Building Official seemed to be coaching the Board to come to a conclusion.

#### C. Administrator Report

#### Roger Fraser, Village Administrator

- Fraser stated the Water Project is still alive and well and there are ongoing efforts to educate residents and provide resources on the use and maintenance of their wells.
- Council Discussion on whether or not the Water Subcommittee Meeting should continue to meet every month. The consensus was to try it for one more month.
- Responding to Lamott's question, Fraser stated that he has scheduled a meeting with DTE along with Lamott and Hanke. He will have information to share with the Council in October.

#### D. Main Street Franklin Report

1. Consider 2021-2022 Main Street Agreement

#### Meg Schubert, MSF / Economic Development Director

- Main Street Agreement (First Draft)
  - Defined Goals and Benchmarks
  - o Groundwork was laid to develop a strategic plan for the next year
  - Hansen asked about the \$20,000.00 contribution commitment in the third bullet. She wanted the agreement to be clear that now a salary has been added and there is a significant increase in the Village's contribution effort to support their downtown merchants. Lamott, Hanke and Gordon agreed.
     Schubert will adjust the narrative to be clear what the Village is contributing.
  - Schubert will adjust the narrative to be clear what the village is contributing.
  - Hansen asked that the fundraising goal be set at to a reasonable limit for the first year.
  - o Gordon stated that the contribution commitment and the organizational commitment needed to be cleared defined and remain separate for clarity.
  - Seltzer praised the efforts being extended.
  - Hanke inquired of what was next until the end of the year. Schubert mentioned several events that are being planned and coming soon.
  - o Saenz mentioned the Volunteer development plan needs to be robust.
  - Lamott mentioned two (2) objectives he would like to be added to the MSF agreement. He wants the focus to be on developing and implementing actionable items:
    - Existing business to be properly maintained.

Attraction of new businesses to the downtown that are a good fit.

#### • Summer Block Party

- o Great turn out for the Summer Block Party.
- Thanked FBFD and FBFPD for their support and for allowing for a road closure.
- Over 450 attendees at the event.
- Karen Couf-Cohen was praised for her marketing efforts in reaching over 14,000 people.
- o 63% of the Merchants participated directly or indirectly.
- o Record days of sales were reported from several merchants.
- o \$14,000 in donations for Main Street Franklin were received.
- o Hansen acknowledged all of the sponsors that supported the event.

#### **E.** Planning Commission Report

#### David Goldberg, Planning Commission Chairman

- Next PC meeting October 20, 2021, via Zoom.
- Two Public Hearings:
  - Temporary Sign Regulations
  - o 32767 Franklin Road Site Plan review

#### F. Diversity Equity & Inclusion Committee Report

None present.

#### IX. UNFINISHED BUSINESS

A. Consider the Appointment of an Alternate Board Member for the Zoning/Sign Board of Appeals.

Seltzer was pleased that three (3) residents applied for the position.

Hansen asked of the current vetting/review process for the applicants. Lamott stated that the information was presented to the Council and to his knowledge none of the applicants were present.

#### Zoning/Sign Board of Appeals Chairman Randy Brakemen-27390 WELLINGTON:

• Spoke in favor of Nick Bevins as his recommendation for the ZBA Alternate Board Appointment.

#### Stuart Wooters-25301 FRANKLIN PARK DR:

• Spoke in favor of Nick Bevins as his recommendation for the ZBA Alternate Board Appointment.

Motion by Gordon, seconded by Hanke to approve the Appointment of Connie Ettinger as an Alternate Board Member for the Zoning/Sign Board of Appeals; for a three (3) year term beginning as of September 13, 2021, and ending on July 14, 2024.

Saenz	NAY
Hansen	AYE
Seltzer	AYE
Gordon	AYE
Hanke	AYE
Lamott	NAY

#### 4-2 motion carried.

#### B. Consider (2<sup>nd</sup> reading) Ordinance for Short Term Rentals

#### ORDINANCE NO. 2021-04

AN ORDINANCE TO AMEND SECTION 1240.08, CHAPTER 1250, AND SECTIONS 1256.02 AND 1256.03 OF PART TWELVE, TITLE FOUR, ZONING, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF FRANKLIN, OAKLAND COUNTY, MICHIGAN, TO REGULATE SHORTTERM RENTALS IN SINGLE FAMILY RESIDENTIAL AND C-1 COMMERCIAL DISTRICTS, REPEAL CONFLICTING ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

#### THE VILLAGE OF FRANKLIN ORDAINS:

<u>Section 1</u>. Section 1240.08 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1240.08 **DEFINITIONS.**

As used in this Zoning Code:

- (a) No change.
- (b) In addition:
  - (1) through (22) No change.
- (23) <u>Dwelling unit.</u> "Dwelling unit" means a building or portion thereof designed or used as a place of residence for a single family.
- (23B) <u>Dwelling unit, rental</u>. "Rental dwelling unit" means to provide or offer for possession or occupancy a dwelling unit, in which the owner does not reside, to a person who is not the legal owner of record, for a term of twenty-eight (28) days or longer, pursuant to a written or oral agreement. Rental dwelling unit does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).

(23C) <u>Dwelling unit</u>, short term rental. "Short term rental dwelling unit" means to provide or offer for possession or occupancy a dwelling unit, in which the owner does not reside, to a person who is not the legal owner of record, for a term of less than twenty-eight (28) days, pursuant to a written or oral agreement. "Short term rental dwelling unit" is considered to be a commercial use of land. "Short term rental dwelling unit" does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).

(24) through (88) No change.

<u>Section 2</u>. Chapter 1250 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1250.01 STATEMENT OF PURPOSE.

The R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Single-Family Residential Districts are hereby established as Districts in which the principal use of land is for single-family dwellings and related educational, cultural and religious uses where appropriate and harmonious with the residential environment. For these Single-Family Residential Districts, in promoting the general purpose of this Zoning Code, the specific intent of this chapter is to:

- (a) Encourage the construction of, and the continued use of, the land for, single-family dwellings.
- (b) Prohibit business, commercial or industrial use of the land, and to prohibit any other use which would interfere with development or maintenance of single-family dwellings in the District. To that end, the Village Council determines and finds that a developing trend toward short-term rental occupancy in traditional single-family residential dwellings is undesirable and inconsistent with maintaining the character and integrity of the Village's single-family residential neighborhoods; that it is considered to be a commercial use of residential premises akin to a motel or inn which are uses that are not permitted in single-family residential districts; and that such commercial uses have not been, and are not, permitted to be located in single family residential districts.
- (c) Encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this Zoning Code.
- (d) Discourage any land use which would generate traffic on minor or local streets, other than normal traffic to serve the residences on those streets.
- (e) Discourage any use which, because of its character or size would create requirements and costs for public services, such as fire and police protection, water supply and sewerage, substantially in excess of such requirements and costs if the District were developed solely for single-family dwellings.

#### 1250.02 PERMITTED USES.

In the R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Districts the following uses are permitted:

- (a) Single-family detached dwellings.
- (b) Municipal parks and municipal recreation areas operated exclusively for the use and enjoyment of the public.
- (c) State licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).
- (d) Rental dwelling units.
- (e) Accessory structures, buildings, uses and signs, customarily incidental to the above permitted uses in accordance with Section 1268.13.

#### 1250.03 PROHIBITED USES.

In the R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Districts the following use is expressly prohibited:

- (a) through (e) No change.
- (f) Short-term rental dwelling units.

#### 1250.04 SPECIAL APPROVAL USES.

No further change.

#### 1250.05 ACCESSORY USES, BUILDINGS AND STRUCTURES.

No further change.

#### 1250.06 SITE PLAN REVIEW.

No further change.

#### 1250.07 AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS.

No further change.

#### 1250.08 LOT DIMENSIONS.

No further change.

<u>Section 3</u>. Section 1256.02 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1256.02 PERMITTED USES.

In the C-1 District, the following uses are permitted:

- (a) through (r) No change.
- (s) Single family residential uses, including rental dwelling units, when located on the second floor of a building that is designed for a retail, service, or office use on the first floor.
- (t) Accessory structures, uses and signs, excluding buildings, customarily incidental to the above permitted uses in accordance with Section 1268.13, subject to the following restrictions:
  - (1) Outdoor advertising signs, only when pertaining to the sale, rental or use of the premises on which they are located, or to goods sold or activities conducted thereon, shall be displayed flat against the front or side elevation of the building and shall not project above the roof line. (See also Chapter 1474 of these Codified Ordinances.)
- (u) Off-street parking and loading, in accordance with the requirements of Chapter 1262, provided that, on or after December 5, 2005:
  - (1) No new parking or loading area shall be established on a parcel unless a principal permitted structure is first constructed on the parcel; and
  - (2) No new parking or loading facilities shall be located in the front yard (between the front face of the building and the street) except by special approval. Where front yard parking is proposed, the applicant must demonstrate to the satisfaction of the Planning Commission and Village Council that:
    - A. No other reasonable and safe location for parking exists on the site and that front yard parking can be provided without compromising vehicular or pedestrian traffic safety; and
    - B. The proposed parking satisfies the special approval criteria in Section 1268.32.

<u>Section 4</u>. Section 1256.03 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1256.03 SPECIAL APPROVAL USES.

In the C-1, Commercial District the following uses shall be permitted, subject to approval in accordance with Section 1268.32:

(a) Multiple family residential uses, including short-term rental dwelling units, when located on the second floor of a building that is designed for a retail, service, or office use on the first floor.

- (b) Solar and wind facilities, whether freestanding or attached to the principal building, are considered accessory structures, subject to Section 1268.13. The Village of Franklin encourages the development and use of alternative energy sources, such as energy generated by solar and wind facilities, provided that the devices to generate, process and store the energy are safe and will cause no harm to the well-being of adjacent residents or businesses or the neighborhood as a whole.
- (c) Accessory buildings customarily incidental to uses permitted by Section 1256.02, subject to site plan and special approval requirements in Sections 1268.30 and 1268.32.
- (d) Any use not otherwise permitted in this Zoning Code (Part 12, Title Four, of the Village of Franklin Code of Ordinances).

<u>Section 5.</u> <u>Severability.</u> This ordinance and each Chapter, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable; and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

<u>Section 6</u>. <u>Penalty</u>. All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500 and such other sanctions as may be ordered pursuant to Village Code Section 202.99.

#### Section 7. Repeal, Effective Date, Adoption.

- (1) <u>Repeal</u>. All regulatory provisions contained in other Village ordinances which conflict with the provisions of this ordinance are hereby repealed.
- (2) <u>Effective Date</u>. This ordinance shall become effective on October 03, 2021, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.
- (3) <u>Adoption</u>. This ordinance was adopted by the Village Council of the Village of Franklin at a meeting thereof held on September 13, 2021.

#### Chairman David Goldberg, Planning Commission-27341 WILLOWGREEN CT

- PC approved and sent to Council for a first reading months ago.
- The Council tabled the second reading for Village Attorney to review.
- Goldberg stated that it may be possible, if this ordinance is passed, that it possible to be grandfathered if the State Legislature should choose to allow STR's.
- Goldberg defined a Short Term Rental as a rental of a property for less than 28 days. The proposed ordinance prohibits STR's as defined. In a commercial district, STR's can be permitted on a special usage basis. Long term rentals are not affected.

- Gojcaj Elaborated further for the Council.
- Gordon stated he feels it is a government overreach.

#### Pete Halick, Planning Commissioner-26177 THIRTEEN MILE

• Spoke in favor of the STR

#### Stuart Wooters, Planning Commissioner-25301 FRANKLIN PARK DR

• Spoke in favor of the STR

#### Lloyd Whipperman-30830 FRANKLIN RD

• Spoke not in favor of the STR.

#### Vanessa Metti-30830 FRANKLIN RD

• Spoke not in favor of the STR.

Motion by Hanke, seconded by Hansen to approve the (2nd reading) Ordinance for Short Term Rentals; ORDINANCE NO. 2021-04 AN ORDINANCE TO AMEND SECTION 1240.08, CHAPTER 1250, AND SECTIONS 1256.02 AND 1256.03 OF PART TWELVE, TITLE FOUR, ZONING, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF FRANKLIN, OAKLAND COUNTY, MICHIGAN, TO REGULATE SHORT-TERM RENTALS IN SINGLE FAMILY RESIDENTIAL AND C-1 COMMERCIAL DISTRICTS, REPEAL CONFLICTING ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

Hansen	AYE
Seltzer	AYE
Gordon	NAY
Hanke	AYE
Saenz	NAY
Lamott	AYE

#### 4-2 motion carried

#### X. NEW BUSINESS

A. Consider 25741 River Drive Floodplain Application

Motion by Seltzer, seconded by Gordon to approve the 25741 River Drive Floodplain Application as presented.

Seltzer	AYE
Gordon	AYE
Hanke	AYE
Saenz	AYE
Hansen	AYE
Lamott	AYE

#### Motion carried

#### B. Consider 31050 Briarcliff Demolition Application

Motion by Seltzer, seconded by Hanke to approve the 31050 Briarcliff Demolition Application as presented.

AYES: Saenz, Hansen, Hanke, Gordon, Seltzer and Lamott

NAYS: None ABSENT: Erlich

#### Motion carried.

#### C. Consider Michigan Library Appreciation Month Proclamation

#### **PROCLAMATION**

Whereas the Michigan Library Association (MLA) annually designates the month of October as a statewide observance to celebrate the contributions of Michigan libraries, librarians, and library staff, and

Whereas the Franklin Library is a vital, dynamic center of discovery and lifelong learning, serving as a cornerstone in our village, and

Whereas Franklin Library staff and Board Members play key roles in connecting our community to resources and information, helping people explore, imagine, and discover new horizons in the vast world of information, knowledge, and entertainment, and

Whereas hundreds of libraries and thousands of library supporters across Michigan are celebrating Michigan Library Appreciation Month this October, and

Whereas the Franklin Village Councilmembers recognize and appreciate the services provided by the Franklin Village Library, now

Be it resolved that I, Bill Lamott, Franklin Village Council President, proclaim October 2021, as Library Appreciation Month in the Village of Franklin. During this time, I encourage all Village

residents to visit the library in person or virtually to connect to the myriad of services, resources, and collections our Library provides.

Motion by Seltzer, seconded by Hansen to approve the Michigan Library Appreciation Month Proclamation as presented.

AYES: Saenz, Hansen, Hanke, Gordon, Seltzer and Lamott

NAYS: None ABSENT: Erlich

#### Motion carried.

#### D. Discussion Regional Urban Deer Management Program

Lamott informed the Council that he would attend the September 21, 2021, Urban Deer Management Education Seminar hosted by the City of Farmington Hills. He will update the Council on his findings at the October meeting.

## E. Consider Proclamation for the Celebration of Constitution Week, September 17-23, 2021

#### **Resolution for Constitution Week**

WHEREAS: September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this most important document and its memorable anniversary; and to the civic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States designating September 17<sup>th</sup> through September 23<sup>rd</sup> as Constitution Week,

NOW, THEREFORE, I Bill Lamott, by virtue of the authority vested in me as the President of the Franklin Village Council in the State of Michigan do hereby proclaim the week of September 17<sup>th</sup> through September 23<sup>rd</sup> as

#### **CONSTITUTION WEEK**

Motion by Seltzer, seconded by Gordon to approve the Proclamation for the Celebration of Constitution Week, September 17-23, 2021, as presented.

AYES: Saenz, Hansen, Hanke, Gordon, Seltzer and Lamott

NAYS: None ABSENT: Erlich

Motion carried.

#### F. Consider Interlocal Agreement Joint Senior Services

## INTERLOCAL AGREEMENT IOINT SENIOR SERVICES

This Interlocal Agreement is entered into as of the 13<sup>th</sup> day of September, 2021, by and between the **VILLAGE OF BEVERLY HILLS**, a Michigan municipal corporation located at 18500 W. Thirteen Mile Road; the **VILLAGE OF BINGHAM FARMS**, a Michigan municipal corporation located at 24255 Thirteen Mile Road, Suite 190; the **CITY OF BIRMINGHAM**, a Michigan municipal corporation located at 151 Martin Street; and the **VILLAGE OF FRANKLIN**, a Michigan municipal corporation located at 32325 Franklin Road (hereinafter referred to as "governmental units").

**WHEREAS**, NEXT is at 2121 Midvale, Birmingham, Michigan and offers an Active Adult Activity Center which is located in a school building, as provided in-kind by the Birmingham Public Schools in partnership with the member communities as an element of continuing education; and,

**WHEREAS**, this Interlocal Agreement is for the governmental units which are parties hereto in order to join together to establish an agreement for the purposes set forth; and,

**WHEREAS**, the governmental units wish to collectively formalize their commitments to provide funds for senior services.

## THEREFORE, IT IS AGREED AS FOLLOWS: ARTICLE I – PURPOSE

NEXT is a 501(c) Non-Profit Organization which has been serving the community for over forty (40) years offering support services and programs that focus on allowing older adults to live independently. NEXT provides a comprehensive Support Service Department, services provided include, but are not limited to, transportation, and actions directed toward the improvement of the social, legal, health, housing, emotional, nutritional, and mobility status of persons over 50 years of age. In addition, NEXT offers a robust calendar of activities such as fitness, creative arts, travel, life-long learning and many weekly opportunities for socialization and enrichment. It offers these programs and services to all individuals 50 years of age and older, residing in the governmental units which are part of this Agreement.

The purpose of this Interlocal Agreement is strictly for the purpose of NEXT being able to rely upon stabilization and predictability for its finances in order to serve the seniors residing in the governmental units. Simply stated, the purpose of this Interlocal Agreement is to give NEXT dependability upon the governmental units for their budget and its framework of support.

At some point in time, should the parties choose to provide a municipal-based senior service center or services, there may be an opportunity for the governmental units involved in this Agreement to enter into other agreements providing for a larger framework under governmental direction and ownership.

#### **ARTICLE II - APPROPRIATION OF FUNDS FOR SERVICES**

The people of the State of Michigan enacted MCL §§ 400.571 – 400.577 which allows a local unit of government to appropriate funds in order to provide money to public or private non-profit corporations or organizations for the purpose of planning, coordinating, and in providing services to older persons. The appropriation for funds of services must be approved by the majority of the members of the governing body of the local unit of government. Therefore, while public funds usually cannot be used for private non-profit corporations, in the case of providing senior services, the units are legally able to grant money because of the act as stated.

#### **ARTICLE III - FINANCES**

Quarterly, the Executive Director of NEXT will provide to each governmental unit a financial statement. It is important to note that NEXT functions with a finance committee and must have their financial reports and budgets authorized by its Board of Directors.

It is obviously paramount that each of the governmental units providing funds to NEXT be assured that public funds are being used appropriately and efficiently. To that end, annually, by January 31 of each year, the Executive Director is to provide a detailed financial statement demonstrating day-to-day operations and appear at each governmental unit's legislative authority to demonstrate the budget and receive approval.

NEXT engages, at this time, Gordon Advisors, P.C., Certified Public Accountants, to prepare all tax returns to the tax authorities and end of the year review, as required by the IRS by statute. This end of year review and tax filing is completed annually. An audit by an auditing company is not required by the IRS. As such, this filing provides a full written report and statement of NEXT's financial compliance. This report will be provided to each governmental unit yearly by NEXT.

#### **ARTICLE IV – PARTICIPATION**

The parties hereto agree that each governmental unit will participate in granting money to NEXT as requested and in amounts equivalent to the governmental unit's past year's contribution. A governmental unit may annually increase or decrease these funding contributions, which are payments for services rendered to the communities' seniors, during each subsequent fiscal year as approved by the municipal governing unit. The following table demonstrates the usual funding by each governmental unit.

Communit Y	Populatio n (2018 Est.)*	2019 SEV**	Percentag e of SEV	Contributio n Amount	Percentage of Contributio n
Birmingha m	21,322	3,192,674,17 0	68%	\$122,944	67%
Beverly Hills	10,410	800,972,340	17%	\$43,375	24%

Bingham	1,152		5%	\$4,639	3%
Farms		205,360,240			
Franklin	3,255		10%	\$10,000	6%
		443,872,130			

<sup>\*</sup>www.worldpopulationreview.com or U.S. Census, if available.

A governmental unit may terminate its participation in this agreement to contribute funds by giving a twelve (12) month written notice to the Board of Directors of NEXT so they may continue to rely with dependability upon the contribution amounts from each governmental unit.

#### <u>ARTICLE V - MISCELLANEOUS</u>

This Agreement may be amended in whole or in any part by written agreement of all of the parties at any time. Each governmental unit and NEXT is obligated to fully comply with all applicable local, state, and federal laws, regulations, grant conditions and contract provisions. This Agreement shall be in full force and effect on the date the Agreement is signed by all parties. This Agreement shall remain in effect and continue indefinitely unless terminated in writing by each governmental unit.

VILLAGE OF BEVERLY HILLS
By:
Its:
VILLAGE OF BINGHAM FARMS
By:
Its:
CITY OF BIRMINGHAM
By:
Its:
VILLAGE OF FRANKLIN
By:
Its·

Motion by Seltzer, seconded by Gordon to approve the Interlocal Agreement Joint Senior Services as presented.

AYES: Saenz, Hansen, Hanke, Gordon, Seltzer and Lamott

NAYS: None ABSENT: Erlich

Motion carried.

<sup>\*\*2019</sup> Oakland County Equalization Report

#### XI. ADJOURNMENT

Motion by Lamott, seconded by Seltzer to adjourn.

AYES: Seltzer, Saenz, Hansen, Hanke, Gordon and Lamott

NAYS: None ABSENT: Erlich

#### Motion carried.

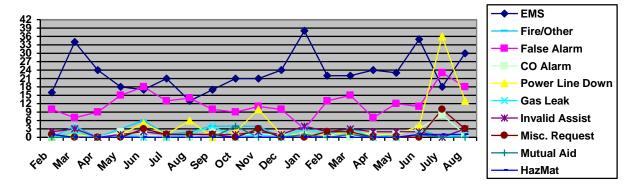
There being no further business, the meeting was adjourned at 9:14 PM.

William Lamott
President, Village Council

Heather Mydloski
Village Clerk

To: The Board of Fire Commissioners
From: Chief of Department Tony Averbuch
Subject: Report for the 16 August 2021 Meeting

#### Past 18 Months Response Trends:



June Response Information (857):

INCIDENT TYPE	# INCIDENTS
Station: ST1 - STATION 1	
100 - Fire, other	1
160 - Special outside fire, other	1
251 - Excessive heat, scorch burns with no ignition	1
321 - EMS call, excluding vehicle accident with injury	25
322 - Motor vehicle accident with injuries	5
412 - Gas leak (natural gas or LPG)	1
424 - Carbon monoxide incident	1
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	13
445 - Arcing, shorted electrical equipment	1
551 - Assist police or other governmental agency	2
554 - Assist invalid	3
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	2
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	12
746 - Carbon monoxide detector activation, no CO	2

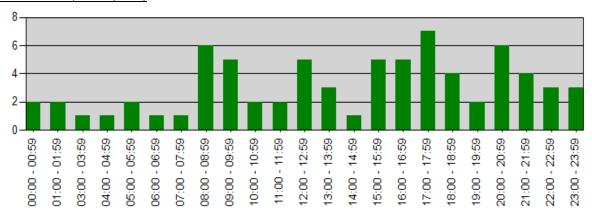
# Incidents for ST1 - Station 1:

73

Average response time for the month (72)

RESPONSE MODE	NUMBER of APPARATUS	AVERAGE RESPONSE TIME in MM:SS (Dispatch to Arrived)	
No Lights or Sirens	64	4:44	
Lights and Sirens	81	5:19	
Total:	145	5:04	

#### Incidents Calls by Hour (1010):



#### Top Ten Responders (YTD)(1512):

1. LT Croyle 6. FF Stefancin

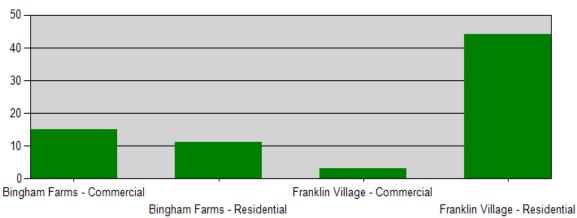
2. CAPT Kelly 7. FF Kelly

3. LT Johnson 8. FF Johnson

4. FF Longworth 9. FF Rubin

5. FF Kolar 10. FF Kochensparger

#### Village Zone Responses for the Previous Month (1285)



False alarms that have occurred during the month (1692):

Incident Date	Incident #	Address	Zone	Custom Questions			
	600 - Good intent call, other (non-billable)						
08/18/2021	2021- 21430	24275 14 Mile RD Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: <b>N/A</b>			
		611 - Dispatched & cancelled er	route (non-billable	<del>)</del>			
08/11/2021	2021- 21403	26005 Carol AVE Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: <b>N/A</b>			
08/17/2021	2021- 21429	32766 Bingham LN Bingham Farms, MI 480254802	Bingham Farms - Residential	Was this alarm caused by contractors?: <b>Unknown</b>			

733 - Smoke detector activation due to malfunction (billable)					
08/16/2021	2021- 21423	23760 Overlook Bingham Farms, MI 480254802	Bingham Farms - Residential	Was this alarm caused by contractors?: <b>Yes</b>	
		735 - Alarm system sounded due t	o malfunction (billab	le)	
08/01/2021	2021- 21379	25905 Balsam Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: <b>No</b>	
08/02/2021	2021- 21385	25764 Franklin Park DR Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: <b>N/A</b>	
08/05/2021	2021- 21388	32224 Scenic LN Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: <b>N/A</b>	
08/08/2021	2021- 21392	31000 Telegraph RD Bingham Farms, MI 48025	Bingham Farms - Commercial	Was this alarm caused by contractors?: <b>Unknown</b>	
08/11/2021	2021- 21398	30240 Oakleaf LN Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: <b>N/A</b>	
08/11/2021	2021- 21399	30780 N Greenbriar Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: <b>N/A</b>	
08/12/2021	2021- 21415	31000 Telegraph RD Bingham Farms, MI 48025	Bingham Farms - Commercial	Was this alarm caused by contractors?: <b>No</b>	
08/16/2021	2021- 21425	30625 Rushmore Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: <b>Unknown</b>	
08/17/2021	2021- 21427	32868 Brookwood Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: <b>Unknown</b>	
08/18/2021	2021- 21431	30800 Timberbrook Bingham Farms, MI 480254802	Bingham Farms - Residential	Was this alarm caused by contractors?: <b>No</b>	
08/22/2021	2021- 21438	25251 RIVER DR Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: <b>No</b>	
08/28/2021	2021- 21448	31173 Ramble Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: <b>No</b>	
<u> </u>		746 - Carbon monoxide detector activ	ation, no CO (non-bil	lable)	
08/13/2021	2021- 21418	26662 Scenic Franklin, MI 480254802	Franklin Village - Residential	Was this alarm caused by contractors?: <b>No</b>	
08/29/2021	2021- 21450	30745 Woodside DR Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: <b>No</b>	

#### **VILLAGE OF FRANKLIN**

#### OAKLAND COUNTY

#### **MICHIGAN**

## FRANKLIN - BINGHAM FARMS POLICE DEPARTMENT

32311 FRANKLIN RD FRANKLIN, MICHIGAN Telephone (248) 626-9672

DANIEL D. ROBERTS
Chief of Police

Fax (248) 538-5450

## MONTHLY REPORT SEPTEMBER 2021

	-				
CALLS FOR SERVICE	:				
		AUUADED	DEDCENT	YEAR - TO - DATE	YEAR-TO DATE
DINICHAM FARMS W/C A D		<u>NUMBER</u> 115	PERCENT 24%	1013	800
BINGHAM FARMS w/S.A.D	¥2	143	30%	1316	1250
FRANKLIN OTHER		11	2%	95	44
TRAFFIC STOPS ONLY		210	44%	2160	1536
TIVALLIO OLOLO ONEL	TOTA		100%	4584	3630
S.A.D. Only: S.A.D.=Specia	al Assessment District	36	_	330	281
		• <del>•••••</del> •			
WRITTEN COMPLAIN	TS		2811		
				YEAR - TO -	YEAR-TO DATE LAST YEAR
		NUMBER	PERCENT 679/	<u>DATE</u> 238	140
BINGHAM FARMS		30	57% 26%	236 178	205
FRANKLIN		14 9	17%	64	39
S.A.D./OTHER	<b>2074</b>	(	100%	480	384
(SAD= 8, Other= 1)	TOTA	L: 55	100 70	400	004
BREAKING AND ENTE	RING/HOME INV	'ASION			
RESIDENTIAL		THIS MONTH	YEAR - TO - DATE		16
		0	0		
		THIS MONTH	YEAR - TO - DATE		
		LAST YEAR	LAST YEAR		
		0	1		
	DATE	INCIDENT	ADDRESS		
BINGHAM FARMS	n/a	n/a	⁵ n/a		¥ï
FRANKLIN	n/a	n/a	n/a		
COMMERCIAL		THIS MONTH	YEAR - TO - DATE		
		0	1		
		THIS MONTH	YEAR - TO - DATE		
		LAST YEAR	LAST YEAR		
		0	0		

		<u>DATE</u> n/a	<u>INCIDENT</u> n/a	COMMENTS n/a		
OTHER MATTER	S					
	TOTAL:	148	100%		1498	959
BINGHAM FARMS/S FRANKLIN OTHER	,	78 70 0	PERCENT 53% 47% 0%		892 606 0	632 327 0
TRAFFIC CITATI	ONS:	NUMBER	DEDOENT	YEAR - TO -	DATE	LAST YEAR-TO-DATE
TRAFFIC CITATI	ONS					
(F)=Franklin (S)=S.A.D. (O)=Other		9/21/2021	21-4448(B)	Uttering and F	Publishing Check	
(B)=Bingham Farms		9/15/2021	21-4337(B)	Fraud (Other)		
(A)=Arrest		DATE 9/13/2021	<u>INCIDENT</u> 21-4310(F)		<u>s</u> Publishing Check	ζ.
FELONY INCIDE	NTS					
		9/19/2021 9/20/2021 9/23/2021 9/24/2021 9/25/2021 9/30/2021 9/30/2021	21-4421(B) 21-4437(B) 21-4470(B) 21-4493(F) 21-4503(B) 21-4570(B) 21-4584(B)	DWLS OPS L DWLS OPS L DWLS OPS L Operating Un DWLS OPS L	icense Suspend icense Suspend icense Suspend	ed/Revoked (A) ed/Revoked (A) e of Alcohol - 2nd (A) ed/Revoked (A)
(0)-04101		9/18/2021 9/19/2021	21-4406(F) 21-4418(B)	DWLS OPŠ L DWLS OPS L	icense Suspend icense Suspend	ed/Revoked (A)
(F)=Franklin (S)=S.A.D. (O)=Other		9/4/2021 9/11/2021 9/12/2021	21-4173(B) 21-4286(B) 21-4295(F)	DWLS OPS L	license Suspend license Suspend stration-Improper	led/Revoked (A)
MISDEMEANOR  (A)=Arrest (B)=Bingham Farms	INCIDE	<u>DATE</u> 9/2/2021 9/4/2021	INCIDENT 21-4127(S) 21-4169(F)	Damage to P DWLS OPS L	roperty-Private P icense Suspend icense Suspend	led/Revoked (A)
e e	MISDEN	/IEANORS	13	YEAR - TO -	135	66
ARRESTS	FELON	ES	<u>NUMBER</u>	)	6	YEAR - TO - DATE 2020 5
S.A.D.		n/a	117.6	g 1174		
FRANKLIN		n/a	n/a n/a			
BINGHAM FARMS		<u>DATE</u> n/a	INCIDENT n/a			

Steme D. Walut, 10/6/2021

Daniel D. Roberts, Chief of Police

10/08/2021 05:59 PM User: HEATHER

## CHECK REGISTER FOR VILLAGE OF FRANKLIN CHECK DATE FROM 09/11/2021 - 10/08/2021

Page: 1/2

DB: Franklin Village

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN GE	N FUND	CHECKING				
09/16/2021 09/16/2021 09/16/2021 09/16/2021 09/16/2021 09/16/2021 09/16/2021 09/16/2021 09/16/2021	GEN GEN GEN GEN GEN GEN GEN GEN	32919 32920 32921 32922 32923 32924 32925 32926 32927 32928	00018 00449 00039 00046 00346 00221 00119 00150 00204	ARTISTIC PRINTING, INC. CCAP AUTO LEASE LTD CENTURYLINK COMCAST GRAINGER ICMA MICHIGAN EDUCATION SAVINGS PROGRAM NYE UNIFORM WATER RESOURCES COMMISSIONER WATER RESOURCES COMMISSIONER	BUISNESS CARDS - HANKE, DINNAN, SCHUBERT LEASE PAYMENT 9/5/2021 LONG DISTANCE - AUGUST 2021 SEPTEMBER 2021 COMCAST US FLAG EMPLOYEE AND EMPLOYER CONTRIBUTION MESP AUG 2021 DEDUCTIONS UNIFORM - BONACORSI 06/01/2021-09/01/2021 WATERBILL 06/01/2021 - 09/01/2021 WATER BILL	238.00 349.00 4.29 124.19 45.00 3,558.38 976.16 267.50 565.66 975.70
09/24/2021	GEN	32929	00004	ADP	PROCESSING CHARGES 9-10-2021 PROCESSING CHARGES FOR 9/10/2021	134.27 59.24 193.51
09/24/2021	GEN	32930	00017	ARROW OFFICE SUPPLY CO.	OFFICE SUPPLIES OFFICE SUPPLIES	70.49 136.10 206.59
09/24/2021	GEN	32931	00028	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE 10/1/21- 10/30/21 HEALTH INSURANCE 10/01/21- 10/31/21 ADMI	15,585.20 1,673.02 17,258.22
09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021	GEN GEN GEN GEN GEN	32932 32933 32934 32935 32936	00035 00258 00042 00046 00337	BS&A SOFTWARE CANFIELD EQUIPMENT SERVICE, INC CINTAS CORPORATION COMCAST CORELOGIC	CASH RECEIPTING PROGRAM REPLACE SIREN CONTROLLER & LIGHT BAR PD MATS OCTOBER 2021 COMCAST REFUND FOR TF- 2408-177-003 OVERPAYMENT	1,990.00 3,921.30 68.47 250.34 1,774.94
09/24/2021	GEN	32937	00082	GFL	RESIDENTIAL HAND PICK UP POLICE DEPT PICK UP	14,828.90 70.63 14,899.53
09/24/2021	GEN	32938	00351	HURON VALLEY GUNS	JACKET & VEST GOODROE CARGO PANTS LT.BASTIANELLI	189.98 79.99 269.97
09/24/2021	GEN	32939	00422	KAREN COUF COHEN PUBLIC RELATIONS	RETAINED SERVICES-PUBLIC RELATIONS SUMMER BLOCK PARTY	2,500.00 4,410.00 6,910.00
09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021 09/24/2021	GEN	32940 32941 32942 32943 32944 32945 32946 32947 32948 32949 281(E)	00257 00129 00138 00460 00162 00174 00457 00187 00191 00195	MARSHALL & SWIFT/BOECKH, LLC MCKENNA MICHIGAN MUNICIPAL RISK MANAGEMENT MOTOR CITY SUPPLIES INC OBSERVER & ECCENTRIC, INC. ROAD COMMISSION FOR OAKLAND COUNTY STANDARD INSURANCE COMPANY RC SUN HEATING AIR CONDITIONING INC. THE HARTFORD VERIZON WIRELESS WEX BANK	RESIDENTAL COST HANDBOOK PLANNING & ZONING SERVICES M0000960 THERMAL ROLL PAPER ZBA 8/1/21 SIGNAL MAINTENANCE LIFE & DISABILITY OCT 2021 SERVICE CALL & MAINTENANCE REPAIR JULY 2021 COVERAGE 09/13/21- 10/12/21 CHARGES FUEL PURCHASES	371.95 1,381.25 18,377.25 197.90 195.48 13.92 687.74 150.00 594.31 109.00 1,138.83

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### CHECK REGISTER FOR VILLAGE OF FRANKLIN

DB: Franklin Village

CHECK DATE FROM 09/11/2021 - 10/08/2021

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Page:

Vendor Vendor Name Check Date Bank Check Description Amount 09/30/2021 GEN 32950 00018 ARTISTIC PRINTING, INC. ENEVELOPES 162.69 32951 00455 180.00 09/30/2021 GEN CONNIE FOLK MINUTES HDC & PLANNING COMMISSION 09/30/2021 GEN 32952 00051 CONSUMERS ENERGY CONSUMERS 8/19/21-09/20/21 31.60 CONSUMERS 08/19/21-09/20/21 19.59 CONSUMERS 08/19/21-09/20/21 21.58 72.77 09/30/2021 32953 290.22 GEN 00438 REIMBURSEMENT FOR OFFICE SUPPLIES & WEBS DOREEN MARTIN 09/30/2021 GEN 32954 00063 326.36 ECONO SIGNS POST AND STREET SIGNS 32955 1,300.00 09/30/2021 GEN 00461 ENTERPRISE COMPUTER SOLUTIONS, INC. 10HOUR BLOCK 32956 00403 09/30/2021 GEN FIDELITY SECURITY LIFE INS CO VISION INSURANCE OCT 2021 288.85 09/30/2021 GEN 32957 00087 GREAT LAKES INTERNET AND CONSULTING TV, WALL MOUNT, & INSTALLATION 340.19 REMOTE DESKTOP SUPPORT 120.00 TAX EXPORT 100.00 560.19 1,299.73 09/30/2021 GEN 32958 00089 GUARDIAN INSURANCE DENTAL DENTAL 1,333.75 2,633.48 09/30/2021 GEN 32959 00221 TCMA EMPLOYEE EMPLOYER CONTRIBUTION 3.146.41 LEADER BUSINESS 09/30/2021 GEN 32960 00115 COPIER METER 425.59 09/30/2021 GEN 32961 00133 ACTIVE VOTING (CHIEF) 115.00 MICHIGAN ASSOC. OF CHIEFS OF POLICE 32962 09/30/2021 GEN 00119 MICHIGAN EDUCATION SAVINGS PROGRAM EMPLOYEE AND EMPLOYER CONT 1,464.24 09/30/2021 GEN 32963 00165 OFFICE DEPOT PAPER TOWELS & TISSUE 116.67 DISH DETERGENT 3.99 INK, PENS, NOTE OD 67.78 (34.37)154.07 32964 09/30/2021 GEN 00238 REVIZE LLC WEBSITE & CMS TECH SUPPORT 1,800.00 09/30/2021 GEN 32965 00357 SAVATREE, LLC 30525 ROSEMOND DRIVE 75.00 09/30/2021 32966 00197 WILLIAM CASTRO 875.00 GEN HEALTH CARE STIPEND 10/08/2021 GEN 282 (E) 00004 POLICE CLERICAL SALARIES 126.06 ADP 10/08/2021 GEN 283 (E) 00004 ADP BOOKKEEPING CONTRACTED SERVICES 29.62 BOOKKEEPING CONTRACTED SERVICES 29.62 59.24 10/08/2021 GEN 284 (E) 00452 POINT & PAY CREDIT CARD PROCESSING CHARGES 50.00 10/08/2021 GEN 285(E) 00414 WEX BANK POLICE CAR OPERATIONS 794.58 GEN TOTALS: Total of 53 Checks: 92,964.13 Less 0 Void Checks: 0.00 92,964.13 Total of 53 Disbursements:

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10/08/2021 06:06 PM CHECK DISBURSEMENT REPORT FOR VILLAGE OF FRANKLIN CHECK DATE FROM 09/11/2021 - 10/08/2021

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DB: Franklin Village

Total for fund 101 GENERAL	48,097.83
Total for fund 202 MAJOR STREETS	13.92
Total for fund 203 LOCAL STREETS	326.36
Total for fund 207 POLICE	27,538.68
Total for fund 226 GARBAGE & RUBBISH	14,899.53
Total for fund 249 BUILDING DEPARTMENT	312.87
Total for fund 703 TAX COLLECTION	1,774.94
TOTAL - ALL FUNDS	92,964.13

Site Address	Street
32613	Brookwood
32657	Brookwood
32662	Brookwood
32679	Brookwood
32684	Brookwood
32691	Brookwood
32715	Brookwood
32737	Brookwood
32748	Brookwood
32759	Brookwood
32762	Brookwood
32824	Brookwood
32837	Brookwood
32846	Brookwood
32851	Brookwood
32868	Brookwood
32935	Cressbrook Circle
32961	Cressbrook Circle
32527	Wood Creek Court
32539	Wood Creek Court
32541	Wood Creek Court
32556	Wood Creek Court
26210	Evelyn Ct
26250	Evelyn Ct
26111	Fourteen Mile Road
26285	Fourteen Mile Road
26296	Franklin Court
32611	Franklin Road
32620	Franklin Road
32635	Franklin Road

	,
32644	Franklin Road
32647	Franklin Road
32663	Franklin Road
32682 AKA 32670	Franklin Road
32707	Franklin Road
32710	Franklin Road
32716	Franklin Road
32749	Franklin Road
32750 AKA 32760	Franklin Road
32751	Franklin Road
32767	Franklin Road
32770	Franklin Road
32800	Franklin Road
Ravines Pump Station	South Franklin
Ravines Pump Station	South Franklin
Ravines Pump Station	North Franklin
Ravines Pump Station	North Franklin
26243	Vincennes Avenue
26246	Vincennes Avenue

#### \*\*\*\* MAINTENANCE NOTIFICATION\*\*\*\*

## Village of Franklin Sanitary Sewer Valve Repair

The office of the Oakland County Water Resources Commissioner currently maintains the Village's grinder pumps and sewer system. They have identified an inoperable isolation valve on the sanitary sewer system that requires repair. The valve is located at approximately 14 Mile and Franklin Roads.

Crews will make this repair on October 13, 2021 starting at 9 AM. Repairs are anticipated to take approximately four hours. Crews are unable to isolate sewage flow from your residence/property that is served by the valve at this location. As such, during this repair timeframe we are requesting that residents limit the use of water, if possible. Occasional use, such as toilet flushing, is OK.

Every effort will be made to minimize the inconvenience to residents. If you have a concern or question, please notify Roger Fraser, Village Administrator. Thank you for your cooperation!



Oakland County WRC: Pump Maintenance

Department (248) 618-9690

Village Contact:
Roger Fraser
Administrator
(248) 626-9666
rfraser@franklin.mi.us



32325 Franklin Road, Franklin, Michigan 48025

F: (248) 626-0538

T:(248) 626-9666

www.franklin.mi.us

## **NOTICE**

# VILLAGE OF FRANKLIN WATER STUDY SUBCOMMITTEE MEETING at the Village Hall

THE MEETING SCHEDULED FOR Monday October 11, 2021, at 6:15 PM

Posted: September 15, 2021 Heather Mydloski, Village Clerk

#### Village of Franklin Engineering and Infrastructure Monthly Progress Report September 2021



#### **WATER STUDY**

- First water committee meeting was held at 6:00PM on 09/13/21 prior to Council meeting.
- HRC provided website references to well use, maintenance, and testing information to Village (was added to Village's website in mid-September).
- HRC submitted Notice of Intent (NOI) on 09/30/21 to Michigan State Police (MSP) MSP for Building Resilient Infrastructure and Communities (BRIC) funding to study the installation of a community well near Village Hall in the Franklin Road Corridor for emergency use in anticipation of applying for a project scoping grant as part of the Hazard Mitigation Plan Grant Program.
- HRC submitted draft "Village Letter to Residents" regarding water updates to Village for review on 10/04/21.
- Next water committee meeting scheduled for 10/11/21 at 6:15PM.

#### STORM SEWER MAINTENANCE PROGRAM

- Previously provided Village with exhibits and estimated costs for the cleaning, inspection, and replacement of Village storm sewer assets
- Waiting for Village direction on next steps

#### **CRESTWOOD INTERSECTION**

- Pulled all available utility information
- Survey is complete
- Set of plans and quoting documents submitted for Owner's review on Sept. 24.
- Will verify with Village regarding budget year and bidding schedule

#### **2021 FRANKLIN DRAINAGE STUDIES**

- Met with Village personnel on August 25, 2021 in the field to review and discuss recent drainage/flooding concerns
- Survey of drainage concerns started in late September and will continue into early October.
- Scope will likely be expanded as per request of the Village once original scope survey is complete.
- HRC recommends a drainage improvement program be designed and a bid package prepared over the fall and early winter months with an anticipated bid date of February 2022.

#### SIDEWALK INTERCONNECTION PLANS

- Previously prepared exhibits and costs for various proposed subdivision interconnects
- Provided Village PC (Peter Halick) with estimated costs to research all properties for existing easements in the proposed eight (8) subdivision interconnect locations on September 1, 2021. The total cost is \$3,400.
- Waiting for Village direction on next steps

#### MS4 (STORM WATER) PERMIT COMPLIANCE

- Continue to support Village with EGLE correspondence and follow up
- Draft stormwater ordinance submitted to EGLE

#### **ROADS**

- Continue to support Village with resident inquiries
- Investigated a report from 30539 N Greenbriar Rd of concerns about the condition of driveway pavement in the Village ROW. Investigation results were relayed to the Village for review.
- Investigated a report from 30499 S Greenbriar Rd of storm drainage concerns. Investigation results were relayed to the Village for review.

#### Village of Franklin Engineering and Infrastructure Monthly Progress Report September 2021



■ Investigated a report of storm drainage concerns/issues at Franklin Ct and Evelyn Ct. Investigation results were relayed to the Village for review.

#### **PLAN REVIEWS OF NOTE**

≡ 25741 River Drive – Completed Plan Review No. 1of river restoration work

#### **MISCELLANEOUS**

Assisted Planning Commission on cost estimates for natural feature inventory and survey of four Village owned parcels for future conversion to parks

ISSUED: 10/8/21

Specific information about any one of these projects can be provided. Please contact Jamie Burton at HRC.

ORDINANCE NO.
---------------

AN ORDINANCE TO AMEND SECTION 1240.08, CHAPTER 1250, AND SECTIONS 1256.02 AND 1256.03 OF PART TWELVE, TITLE FOUR, ZONING, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF FRANKLIN, OAKLAND COUNTY, MICHIGAN, TO REGULATE SHORT-TERM RENTALS IN SINGLE FAMILY RESIDENTIAL AND C-1 COMMERCIAL DISTRICTS, REPEAL CONFLICTING ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

#### THE VILLAGE OF FRANKLIN ORDAINS:

<u>Section 1</u>. Section 1240.08 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1240.08 DEFINITIONS.

As used in this Zoning Code:

- (a) *No change.*
- (b) In addition:
  - (1) through (22) No change.
- (23) <u>Dwelling unit.</u> "Dwelling unit" means a building or portion thereof designed or used as a place of residence for a single family.
- (23B) <u>Dwelling unit, rental</u>. "Rental dwelling unit" means any dwelling unit that is rented wholly or partly for compensation, in which the owner does not reside, to a person who is not the legal owner of record, for a term of twenty-eight (28) days or longer, pursuant to a written or oral agreement. Rental dwelling unit does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).
- (23C) <u>Dwelling unit, short term rental</u>. "Short term rental dwelling unit" means any dwelling unit that is rented wholly or partly for compensation,t, in which the owner does not reside, to a person who is not the legal owner of record, for a term of less than twenty-eight (28) days, pursuant to a written or oral agreement. "Short term rental dwelling unit" is considered to be a commercial use of land. "Short term rental dwelling unit" does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).
  - (24) through (88) No change.
- <u>Section 2</u>. Chapter 1250 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1250.01 STATEMENT OF PURPOSE.

The R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Single-Family Residential Districts are hereby established as Districts in which the principal use of land is for single-family dwellings and related educational, cultural and religious uses where appropriate and harmonious with the residential environment. For these Single-Family Residential Districts, in promoting the general purpose of this Zoning Code, the specific intent of this chapter is to:

- (a) Encourage the construction of, and the continued use of, the land for, single-family dwellings.
- (b) Prohibit business, commercial or industrial use of the land, and to prohibit any other use which would interfere with development or maintenance of single-family dwellings in the District. To that end, the Village Council determines and finds that a developing trend toward short-term rental occupancy in traditional single-family residential dwellings is undesirable and inconsistent with maintaining the character and integrity of the Village's single-family residential neighborhoods; that it is considered to be a commercial use of residential premises akin to a motel or inn which are uses that are not permitted in single-family residential districts; and that such commercial uses have not been, and are not, permitted to be located in single family residential districts.
- (c) Encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this Zoning Code.
- (d) Discourage any land use which would generate traffic on minor or local streets, other than normal traffic to serve the residences on those streets.
- (e) Discourage any use which, because of its character or size would create requirements and costs for public services, such as fire and police protection, water supply and sewerage, substantially in excess of such requirements and costs if the District were developed solely for single-family dwellings.

#### 1250.02 PERMITTED USES.

In the R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Districts the following uses are permitted:

- (a) Single-family detached dwellings.
- (b) Municipal parks and municipal recreation areas operated exclusively for the use and enjoyment of the public.
- (c) State licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).
- (d) Rental dwelling units.
- (e) Accessory structures, buildings, uses and signs, customarily incidental to the above permitted uses in accordance with Section 1268.13.

#### 1250.03 PROHIBITED USES.

In the R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Districts the following use is expressly prohibited:

- (a) through (e) No change.
- (f) Short-term rental dwelling units.

#### 1250.04 SPECIAL APPROVAL USES.

No further change.

#### 1250.05 ACCESSORY USES, BUILDINGS AND STRUCTURES.

No further change.

#### 1250.06 SITE PLAN REVIEW.

*No further change.* 

#### 1250.07 AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS.

No further change.

#### 1250.08 LOT DIMENSIONS.

*No further change.* 

<u>Section 3</u>. Section 1256.02 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1256.02 PERMITTED USES.

In the C-1 District, the following uses are permitted:

- (a) through (r) *No change*.
- (s) Single family residential uses, including rental dwelling units, when located on the second floor of a building that is designed for a retail, service, or office use on the first floor.
- (t) Accessory structures, uses and signs, excluding buildings, customarily incidental to the above permitted uses in accordance with Section 1268.13, subject to the following restrictions:
  - (1) Outdoor advertising signs, only when pertaining to the sale, rental or use of the premises on which they are located, or to goods sold or activities conducted thereon, shall be displayed flat against the front or side elevation of the building and shall not project above the roof line. (See also Chapter 1474 of these Codified Ordinances.)

- (u) Off-street parking and loading, in accordance with the requirements of Chapter 1262, provided that, on or after December 5, 2005:
  - (1) No new parking or loading area shall be established on a parcel unless a principal permitted structure is first constructed on the parcel; and
  - (2) No new parking or loading facilities shall be located in the front yard (between the front face of the building and the street) except by special approval. Where front yard parking is proposed, the applicant must demonstrate to the satisfaction of the Planning Commission and Village Council that:
    - A. No other reasonable and safe location for parking exists on the site and that front yard parking can be provided without compromising vehicular or pedestrian traffic safety; and
    - B. The proposed parking satisfies the special approval criteria in Section 1268.32.

<u>Section 4</u>. Section 1256.03 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1256.03 SPECIAL APPROVAL USES.

In the C-1, Commercial District the following uses shall be permitted, subject to approval in accordance with Section 1268.32:

- (a) Multiple family residential uses, including short-term rental dwelling units, when located on the second floor of a building that is designed for a retail, service, or office use on the first floor.
- (b) Solar and wind facilities, whether freestanding or attached to the principal building, are considered accessory structures, subject to Section 1268.13. The Village of Franklin encourages the development and use of alternative energy sources, such as energy generated by solar and wind facilities, provided that the devices to generate, process and store the energy are safe and will cause no harm to the well-being of adjacent residents or businesses or the neighborhood as a whole.
- (c) Accessory buildings customarily incidental to uses permitted by Section 1256.02, subject to site plan and special approval requirements in Sections 1268.30 and 1268.32.
- (d) Any use not otherwise permitted in this Zoning Code (Part 12, Title Four, of the Village of Franklin Code of Ordinances).

<u>Section 5.</u> <u>Severability.</u> This ordinance and each Chapter, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable; and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

<u>Section 6</u>. <u>Penalty</u>. All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500 and such other sanctions as may be ordered pursuant to Village Code Section 202.99.

#### Section 7. Repeal, Effective Date, Adoption.

- (1) <u>Repeal</u>. All regulatory provisions contained in other Village ordinances which conflict with the provisions of this ordinance are hereby repealed.
- (2) <u>Effective Date</u>. This ordinance shall become effective on \_\_\_\_\_\_, 2021, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.
- (3) <u>Adoption</u>. This ordinance was adopted by the Village Council of the Village of Franklin at a meeting thereof held on \_\_\_\_\_\_\_\_, 2021.

William Lamott, President Village of Franklin

#### **CERTIFICATE**

I, HEATHER MYDLOSKI, VILLAGE OF FRANKLIN CLERK, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORDINANCE, THE ORIGINAL OF WHICH IS ON FILE IN MY OFFICE ADOPTED BY THE VILLAGE COUNCIL OF THE VILLAGE OF FRANKLIN AT A MEETING THEREOF HELD ON \_\_\_\_\_\_\_, 2021.

Heather Mydloski, Clerk Village of Franklin

ORDINANCE NO.	
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AN ORDINANCE TO AMEND SECTION 1240.08, CHAPTER 1250, AND SECTIONS 1256.02 AND 1256.03 OF PART TWELVE, TITLE FOUR, ZONING, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF FRANKLIN, OAKLAND COUNTY, MICHIGAN, TO REGULATE SHORT-TERM RENTALS IN SINGLE FAMILY RESIDENTIAL AND C-1 COMMERCIAL DISTRICTS, REPEAL CONFLICTING ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

#### THE VILLAGE OF FRANKLIN ORDAINS:

<u>Section 1</u>. Section 1240.08 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1240.08 DEFINITIONS.

As used in this Zoning Code:

- (a) No change.
- (b) In addition:
  - (1) through (22) No change.
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- (23B) <u>Dwelling unit, rental</u>. "Rental dwelling unit" means to provide any dwelling unit that -is rented wholly or partly for compensation or offer for possession or occupancy a dwelling unit, in which the owner does not reside, to a person who is not the legal owner of record, for a term of twenty-eight (28) days or longer, pursuant to a written or oral agreement. Rental dwelling unit does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).
- (23C) <u>Dwelling unit</u>, short term rental. "Short term rental dwelling unit" means <u>any</u> <u>dwelling unit that is rented wholly or partly for compensation, to provide or offer for possession or occupancy a dwelling unit, in which the owner does not reside, to a person who is not the legal owner of record, for a term of less than twenty-eight (28) days, pursuant to a written or oral agreement. "Short term rental dwelling unit" is considered to be a commercial use of land. "Short term rental dwelling unit" does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).</u>
  - (24) through (88) No change.

Section 2. Chapter 1250 of the Codified Ordinances of the Village of Franklin shall be amended,

as follows:

#### 1250.01 STATEMENT OF PURPOSE.

The R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Single-Family Residential Districts are hereby established as Districts in which the principal use of land is for single-family dwellings and related educational, cultural and religious uses where appropriate and harmonious with the residential environment. For these Single-Family Residential Districts, in promoting the general purpose of this Zoning Code, the specific intent of this chapter is to:

- (a) Encourage the construction of, and the continued use of, the land for, single-family dwellings.
- (b) Prohibit business, commercial or industrial use of the land, and to prohibit any other use which would interfere with development or maintenance of single-family dwellings in the District. To that end, the Village Council determines and finds that a developing trend toward short-term rental occupancy in traditional single-family residential dwellings is undesirable and inconsistent with maintaining the character and integrity of the Village's single-family residential neighborhoods; that it is considered to be a commercial use of residential premises akin to a motel or inn which are uses that are not permitted in single-family residential districts; and that such commercial uses have not been, and are not, permitted to be located in single family residential districts.
- (c) Encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this Zoning Code.
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- (a) Single-family detached dwellings.
- (b) Municipal parks and municipal recreation areas operated exclusively for the use and enjoyment of the public.
- (c) State licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).
- (d) Rental dwelling units.

(e) Accessory structures, buildings, uses and signs, customarily incidental to the above permitted uses in accordance with Section 1268.13.

#### 1250.03 PROHIBITED USES.

In the R-E, R-L, R-M, R-1, R-2, R-3 and R-4 Districts the following use is expressly prohibited:

- (a) through (e) No change.
- (f) Short-term rental dwelling units.

#### 1250.04 SPECIAL APPROVAL USES.

No further change.

#### 1250.05 ACCESSORY USES, BUILDINGS AND STRUCTURES.

No further change.

#### 1250.06 SITE PLAN REVIEW.

No further change.

#### 1250.07 AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS.

No further change.

#### 1250.08 LOT DIMENSIONS.

No further change.

<u>Section 3</u>. Section 1256.02 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1256.02 PERMITTED USES.

In the C-1 District, the following uses are permitted:

- (a) through (r) No change.
- (s) Single family residential uses, including rental dwelling units, when located on the second floor of a building that is designed for a retail, service, or office use on the first floor.
- (t) Accessory structures, uses and signs, excluding buildings, customarily incidental to the above permitted uses in accordance with Section 1268.13, subject to the following restrictions:
  - (1) Outdoor advertising signs, only when pertaining to the sale, rental or use of the premises on which they are located, or to goods sold or activities conducted thereon,

shall be displayed flat against the front or side elevation of the building and shall not project above the roof line. (See also Chapter 1474 of these Codified Ordinances.)

- (u) Off-street parking and loading, in accordance with the requirements of Chapter 1262, provided that, on or after December 5, 2005:
  - (1) No new parking or loading area shall be established on a parcel unless a principal permitted structure is first constructed on the parcel; and
  - (2) No new parking or loading facilities shall be located in the front yard (between the front face of the building and the street) except by special approval. Where front yard parking is proposed, the applicant must demonstrate to the satisfaction of the Planning Commission and Village Council that:
    - A. No other reasonable and safe location for parking exists on the site and that front yard parking can be provided without compromising vehicular or pedestrian traffic safety; and
    - B. The proposed parking satisfies the special approval criteria in Section 1268.32.

<u>Section 4</u>. Section 1256.03 of the Codified Ordinances of the Village of Franklin shall be amended, as follows:

#### 1256.03 SPECIAL APPROVAL USES.

In the C-1, Commercial District the following uses shall be permitted, subject to approval in accordance with Section 1268.32:

- (a) Multiple family residential uses, including short-term rental dwelling units, when located on the second floor of a building that is designed for a retail, service, or office use on the first floor.
- (b) Solar and wind facilities, whether freestanding or attached to the principal building, are considered accessory structures, subject to Section 1268.13. The Village of Franklin encourages the development and use of alternative energy sources, such as energy generated by solar and wind facilities, provided that the devices to generate, process and store the energy are safe and will cause no harm to the well-being of adjacent residents or businesses or the neighborhood as a whole.
- (c) Accessory buildings customarily incidental to uses permitted by Section 1256.02, subject to site plan and special approval requirements in Sections 1268.30 and 1268.32.
- (d) Any use not otherwise permitted in this Zoning Code (Part 12, Title Four, of the Village of Franklin Code of Ordinances).

Section 5. Severability. This ordinance and each Chapter, section, subsection, paragraph,

subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable; and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

<u>Section 6</u>. <u>Penalty</u>. All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500 and such other sanctions as may be ordered pursuant to Village Code Section 202.99.

#### Section 7. Repeal, Effective Date, Adoption.

- (1) <u>Repeal</u>. All regulatory provisions contained in other Village ordinances which conflict with the provisions of this ordinance are hereby repealed.
- (2) <u>Effective Date</u>. This ordinance shall become effective on \_\_\_\_\_\_, 2021, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.

William Lamott, President Village of Franklin

#### **CERTIFICATE**

I, HEATHER MYDLOSKI, VILLAGE OF FRANKLIN CLERK, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORDINANCE, THE ORIGINAL OF WHICH IS ON FILE IN MY OFFICE ADOPTED BY THE VILLAGE COUNCIL OF THE VILLAGE OF FRANKLIN AT A MEETING THEREOF HELD ON \_\_\_\_\_\_\_, 2021.

Heather Mydloski, Clerk Village of Franklin



#### 32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

www.franklin.mi.us

## Memorandum

**To:** Bill Lamott, Village President and Village Council

From: Meg Schubert, Main Street Franklin/ Economic Development Director

**Date:** October 11<sup>th</sup>, 2021

**Re:** Main Street Franklin and Village of Franklin Agreement

#### President Lamott and Council Trustees:

Each year the Village of Franklin enters into a formal agreement with Main Street Franklin outlining terms and commitments of the collaborative relationship between both parties. At the September 13<sup>th</sup> Village Council Meeting, the first draft of this Agreement was presented and since the following attachments have been added as supporting documents:

- Overview of Main Street Franklin's vision and economic contribution to the Village
- Proposed Main Street Franklin and Village of Franklin Agreement Letter
- Highlight of Agreement featuring goals, objectives, and benchmarks
- Categorization of Main Street Franklin/ Economic Development Director Role

# OVERVIEW OF MAIN STREET FRANKLIN'S VISION AND ECONOMIC CONTRIBUTION TO THE VILLAGE

#### Main Street Franklin's Vision:

Through dedication and perseverance, Main Street Franklin works to create a dynamic village center of commerce and culture that honors Historic Franklin's preserved architecture and magnificent rural setting, while actively encouraging economic growth to create a one-of-a-kind cultural, shopping, and destination experience for residents and visitors alike.

#### Main Street Franklin contributes to the Village's overall economic vitality by:

- Prioritizing business retention and recruitment within the Village Center and working to support the occupancy of vacant downtown properties.
- Striving to create a supportive and communicative environment for local entrepreneurs.
- providing relevant economic resources to merchants and residents.
- Obtaining diverse local, state, and federal revenue which encourages investments in the downtown area.
- Working to enhance and preserve the physical and visual assets within the Village Center.

To a large precent, the goals of Main Street Franklin support and align with the Village's overall Economic Development Objectives. Which include the following:

- Attract, retain, and support local businesses while also encouraging the utilization of vacant commercial properties.
- Collaborate with Village officials, merchants, and community members to maintain a vibrant Village Center.
- Work to foster the preservation of the Village's historic assets and rural character.
- Advise business and property owners on physical and business improvement projects through consultation and/or obtaining technical design resources.
- Represent community at local, state, and national levels to relevant constituencies.
- Assist in the coordination of Village events and business promotion events to improve the quality of success of events.

#### MAIN STREET FRANKLIN AND VILLAGE OF FRANKLIN

#### 2021-2022 AGREEMENT LETTER

This agreement is entered into and executed by Main Street Franklin ("MSF") and the Village of Franklin ("Village"). Main Street Franklin's Mission is to create a positive image for the Franklin Village by promoting it as an exciting place to live, shop and invest. MSF is intended to encourage a shopper friendly business mix as well as attract commercial area of well-maintained buildings, welcome streetscapes, and natural beauty, while preserving and promoting the historic character of the Village. Main Street Franklin is also committed to maintaining a positive working relationship with the Village as well as with the merchants, representing their views in economic development plans.

#### Section 1: Main Street Franklin's Commitments:

#### Organization

- Provide monthly updates to Village Council on work plans, challenges and opportunities concerning the Village Downtown.
- Provide regular updates/information to the public on the mission and work of MSF via speaking engagements, social media, and other outlets.
- Implement a fund-raising plan with the intention to match or exceed the Village Council's \$20,000 contribution.
- Create and execute a volunteer development plan.
- Meet with Village leadership quarterly, to discuss strategies or needs concerning the Village downtown.
- Renew accreditation with Main Street Oakland County (MSOC) adhering to Main Street Community Accreditation Standards in alignment with the National Main Street America Program.
- Maintain annual work plans that are consistent with Main Street Oakland County (MSOC) and provide required reports on time and/or when requested.
- Strive to maintain a strong, committed board that will carry out the MSF mission and commitment to the Village.
- The Main Street Board of Directors commits to developing and providing an organizational budget which will be presented initially to Village Council with quarterly updates.

#### **Economic Vitality**

- Maintain an inventory of all available properties in the Village downtown. Collaborate with the Village office to maintain data in useable form.
- Conduct two workshops in conjunction with MSOC structured to provide education and resources to local entrepreneurs aiming to strengthen business capacity and improve resilience.
- With Village representatives, develop a business retention and recruitment package for Village downtown
- Conduct an updated market analysis of the Village to have a better understanding of potential business opportunities for the downtown.

#### Appearance and Presentation

- Develop ongoing downtown improvement project investing in the appearance of street fronts.
- Assist the Village and MSF in identifying grant opportunities for public improvements and design related matters for the downtown.
- Continue to communicate availability of design and architectural services provided by Main Street Oakland County and assist the stakeholders wishing to access them.

#### Section 2: Village Commitments

- Fund and provide support for the position of MSF Executive Director/ Village of Franklin Economic Development Director including salary and fringe benefits.
- Provide a twenty-thousand-dollar (\$20,000) contribution to MSF budget.
- Provide office space for Main Street Executive Director/ Economic Development Director within Village office and use of various office equipment including phone, copiers, and laptop.
- Provide access to office utilities including phone and internet.
- Provide services to support events organized by MSF on public property or in the Village Downtown (such as permits), maintaining website links and publications.
- Share information which enables MSF to effectively carry out its purpose. Such information may
  include downtown development plans and strategies, details of planning and zoning issues, and
  infrastructure efforts.
- Appoint 2 Council Liaison's to sit as voting members on the MSF board of directors. The Council Liaisons will act as resources, communication channel and advocate and will advise MSF Executive Director in moving agenda items through Council.
- Support as appropriate the implementation and facilitation of Main Street Programs and special events.

The term of this agreement is FY 2021-2022 beginning July 1<sup>st</sup>, 2021, ending June 30<sup>th</sup>, 2022. It may be extended or revised by written amendment signed by both parties.

This agreement will be binding upon and will inure to the benefit of both parties and their successors.

In witness whereof, the parties have executed this agreement through the signatures of authorized representatives.

# MAIN STREET FRANKLIN & VILLAGE OF FRANKLIN 2021-2022 AGREEMENT HIGHLIGHT

Goal #1 Organization	Goal #2 Financial
Objectives	Objective
<ul> <li>Provide regular updates/information to the public on the mission and work of MSF via speaking engagements, social media, and other outlets.</li> <li>Strive to maintain a strong, committed board that will carry out the MSF mission and commitment to the Village.</li> <li>Maintain annual work plans that are consistent with Main Street Oakland County (MSOC) and provide required reports on time and/or when requested.</li> </ul>	<ul> <li>Promote sound financial management and fiscal sustainability of Main Street Franklin by prioritizing transparent budgeting, monitoring, and researching state and federal revenue sources, and implementing diverse fundraising strategies including relevant county, state, or nationwide grant programs.</li> </ul>
Measurable Benchmarks	Measurable Benchmarks
<ul> <li>Provide Monthly updates to Village Council on work plans, challenges and opportunities concerning the village downtown.</li> </ul>	<ul> <li>Implement a fund-raising plan with the intention to match or exceed the Village Council's \$20,000 contribution to Main Street Budget.</li> </ul>
Develop and implement volunteer development plan.	<ul> <li>Provide a MSF operating budget to Village Council and quarterly financial updates.</li> </ul>
Renew accreditation with Main Street Oakland County (MSOC)	
adhering to Main Street Community Accreditation Standards in	
alignment with the National Main Street America Program.	
<ul> <li>Meet with Village leadership quarterly, to discuss strategies or needs concerning the Village downtown.</li> </ul>	

# MAIN STREET FRANKLIN & VILLAGE OF FRANKLIN 2021-2022 AGREEMENT HIGHLIGHT

Goal #3 Economic Vitality	Goal #4 Village Center Investment
Objectives	Objectives
<ul> <li>Assist the Village and MSF in identifying grant opportunities for public improvements and design related matters for the downtown.</li> <li>Continue to communicate availability of design and architectural services provided by Main Street Oakland County and assist the stakeholders wishing to access them.</li> <li>Assist in Franklin's Downtown Streetscape execution and enhancements.</li> </ul>	<ul> <li>Fund and support the position of MSF Executive Director/ Village of Franklin Economic Development Director including salary and fringe benefits.</li> <li>Provide Services to support events organized by MSF on public property or in the Village Downtown (such as permits), maintaining website links and publications.</li> <li>Share information concerning Village downtown development including infrastructure improvement efforts, planning, and zoning and design issues where sharing this information enables MSF to effectively carry out its purpose.</li> <li>Support to the extent permitted by law the implementation and facilitation of Main Street Programs and special events.</li> </ul>
Measurable Benchmarks	Measurable Benchmarks
<ul> <li>Develop Business retention recruitment package including elements such as: Introduction to Franklin, outline of downtown area, identified market opportunities, inventory of available properties, and important contact information for small business and investors.</li> <li>Develop inventory of downtown properties, both available and unavailable.</li> <li>Conduct 2 workshops in conjunction with MSOC structured to provide education and resources to local entrepreneurs.</li> </ul>	<ul> <li>In addition to Director's salary, provide \$20,000 contribution to MSF budget.</li> <li>Develop and implement Downtown Improvement Grant Program including plan elements such as: Program Overview, Application, Design Standards, and Design Review Process Flowchart. Distribute at least \$6,500 in funding to grant applicants in the downtown area to provide updates to building facades.</li> <li>Appoint 2 Council Liaison's to sit as voting members on the MSF board of directors.</li> </ul>

#### Village of Franklin

## Director of Main Street Franklin/ Village Economic Development Director Job Description Categorized by Role

## **Main Street Franklin Director**

- Manage administrative aspects of MSF including record keeping, budget/accounting, preparing reports required by MSOC and by the National Main Street Center, assisting with the preparation of reports to funding agencies and supervising contractors/ consultants.
- Coordinate logistics and scheduling between Village Events/Commitments and business community.
- Representing MSF, promote volunteerism, connection and community-building in the Village and will collaborate with other groups with similar goals where possible.
- Responsible for raising funds to operate the organization and funds projects, event planning, member recruitment and recognition, and collaborate with Village on business recruitment, and other administrative and organizational responsibilities which have bogged down board members
- Develop and maintain continuing relationships with MSOC, economic development peers in surrounding jurisdictions, and members of the Village business community. Help build strong productive working relationships with appropriate public agencies at the local and state levels.
- Be an expert resource for the MSF board on their own organization, bylaws, education, work processes and priorities. Work directly with the MSF Board on social/promotion events, fundraising activities, and volunteer recruitment.
- Promote volunteerism, connectedness, and community building in the Village, collaborating with other groups with similar goals as much as possible. Become familiar with people and groups involved in the Village Center.
- Foster an understanding of MSF goals and objectives and develop long-term strategic plans.
- Assist the coordination of Village events and business promotion events to improve the quality and success of events. Work closely with Village resources and local media to ensure maximum event coverage; encourage design excellence in promotion.

#### Village of Franklin

### Director of Main Street Franklin/ Village Economic Development Director Job Description Categorized by Role

## Village of Franklin Economic Development Director

- Work under direction of Village Administrator to prepare an economic development plan and implementation strategy for consideration & adoption by the Village Council.
- Interacting with Village Officials, promoting the business community, collaborating with the Village on economic development efforts and historic preservation. This will include data collection, grant writing and administration, reporting to the Village Council, Oakland County, and other agencies where required.
- Develop Small Business Resources.
- Within collaboration with Village officials on economic development strategies to help ensure the vitality of the Village Center and maintain an ethic that encourages preservation and adaption of historic structures to meet current Village needs.
- Promote volunteerism, connectedness, and community building in the Village, collaborating with other groups with similar goals as much as possible. Become familiar with people and groups involved in the Village Center.
- Develop and conduct ongoing public awareness and education programs designed to enhance appreciation of Franklin's historic Village Center.
- Advise business and property owners on physical and business improvement projects through consultation and/or obtaining technical or design resources. Provide guidance on financial resources for physical improvements.
- Assist the coordination of Village events and business promotion events to improve the quality and success of events. Work closely with Village resources and local media to ensure maximum event coverage; encourage design excellence in promotion.
- Represent community at local, state, and national levels to important constituencies. Speak effectively on the program's direction and findings, being mindful of opportunities improve state and national development policies as they relate to small communities.

#### Home based are highlighted in Yellow

Rotter & Stone PC 32710 Franklin Road

Tangerine Square-New 32731 Franklin Road Suite 100

Franklin Village Dental

Holistic Health Institute

Lakehouse Studios

Franklin Nail Salon

Huda School

Weaver & Young

32767 Franklin Road
32751 Franklin Road
32751 Franklin Road
32744 Franklin Road
32220 Franklin Road
32270 Franklin Road

The John Lawrence Group 26111 W 14 Mile Road

Al Garmo, MD PC 26111 W 14 Mile Rd Ste 103

Total Knee Acclerated DME Ilc 32800 Franklin Suite C
Halley Orthopedic Products 32800 Franklin Rd. Ste D

Fitness Driven LLC

Zieben-Mare LLC

So Zen Designs LLC

Counseling Solutions Ilc

32652 Franklin Rd

32749 Franklin Rd

32751 Franklin Road

26111 W 14 Mile Ste 200

Howard Hanna Real Estate

Déjà vu Upsale Resale

Franklin Auto Service LLC

Franklin Village Boutique

The Franklin Grill

Perlmutter - Freiwald Inc

32440 Franklin Rd
32750 Franklin Rd
32725 Franklin Rd
32716 Franklin Rd
32760 Franklin Rd
32620 Franklin Rd

Augustus Property Management Group LLC

St. Germain Insurance Services LLC

Sherman Immigration Lawyers, P.C.

26111 W 14 Mile Rd Ste 106

26111 W 14 Mile Rd Ste 201D

26111 W 14 Mile Rd Ste 104

Linda Gee Beauty 32800 Franklin Rd.
Comerica Bank 32682 Franklin Rd.

American College Consulting Collegewise 26111 W 14 Mile Rd, Ste 105

Dental House and Aesthetics 32749 Franklin Rd, Ste 200

J. Scott Allen, MD 26111 W 14 Mile Rd, Ste 201C

Vincent D. Giovanni, Attorney at Law

26111 W 14 Mile Rd, Ste 201
Elana Goell-Varkovitzky Ph.D

26111 W 14 Mile Rd, Ste L.L.3

Salon & Shoppe Franklin 32751 Franklin Rd

Transformational Health PC 26111 W 14 Mile Rd., Ste LL1
Asthma & Allergy Foundation of America 26111 W 14 Mile Rd. Ste LL1

Loyal Paws LLC 32611 Franklin Rd

Gretchan Moran March PhD PLLC 26111 W 14 Mile Rd Ste 200

Event Bliss 32802 Franklin Road
The Drake Center Pllc 32611 Franklin Rd

#### **Home Based Businesses**

Heather Mydloski, LLC

Finnicum Brownlie Architects Inc.

Besheritz, LLC

Karen Couf Cohen Public Relations, LLC

Softrek, Inc.

30585 Birchway

25885 German Mill Rd

32510 Romsey Road

32510 Romsey Road

32510 Romsey Road

**Donald M Brundirks** 31450 Nottingham And, et al llc 31675 Lela Lane Irvine Head Injury Home Inc 30066 Ponds View Dr

#### **Business Not located in Franklin**

Ricoh USA 10343 Sam Houston Park Dr Ste 310 HP Inc Property, Sales & Use Tax HUB PO Box 3307

Comcast of Florida/Michigan/new Mexico/PA/Washington Ilc 1701 John F Kennedy Blvd, 32 Floor 1010 N. St Mary's St, 15th Floor Direct TV

800 Phillips Road Bldg 111-04B **Xerox Corporation** 

ADT LLC 1400 E Avis Dr

Dish Network LLC 9601 S. Meridian Blvrd.

**Pitney Bowes** 5310 Cypress Center Dr #110 Licensing Dept, PO Box 3042 Johnson Controls Security Solutions LLC

1600 District Ave, STE 200 TimePayment Corp. Evergreen Grease Service, Inc.

Great Lakes Coca-Cola Distribution LLC 2603 Laper Rd

R. Romo Tree Service Inc 9355 Commerce Rd GFL Environmental USA Inc 26999 Central Park Blvd Ste 200

Quadient Leasing USA, Inc 478 Wheelers Farms Rd Quadient, Inc 478 Wheelers Farms Rd

#### VILLAGE OF FRANKLIN COUNTY OF OAKLAND, MICHIGAN

At a Regular Meeting of the Village Council of the Village of Franklin, County of Oakland, Michigan, held in said Village on the 14 day of December 2020, there were:

Present: Kathy Erlich, Brian Gordon, Mark Hanke, Pamela Hansen, Ed Saenz, Mike Seltzer, Bill

Lamott

Absent: None

Motion by Gordon, seconded by Saenz to approve the Resolution to Establish Business License Fees Pursuant to Chapter 810, Licenses in General, of the Code of Ordinances of the Village of Franklin. as follows:

A Resolution to Establish Business License Fees Pursuant to Chapter 810, Licenses in General of the Code of Ordinances of the Village of Franklin

WHEREAS, each business operating in the Village of Franklin is currently required to have and maintain an annual business license that commences on December 1<sup>st</sup> of each year; and,

WHEREAS, Ordinance No. 2020-03 amended Chapter 810 of the municipal code to require annual inspections of the premises of each business licensed to operate in the Village of Franklin to ... "verify code and ordinance compliance and to ascertain whether the premises are in a safe structurally sound, sanitary and occupiable condition"; and,

WHEREAS, the most recent business license fee has been set at \$35.00 (Twenty five dollars) per year; and,

WHEREAS, the current fee for a building inspection is \$50.00 (fifty dollars) and for a building safety inspection is \$150.00 (One hundred fifty dollars); and,

WHEREAS, the amount of time required to complete the business license inspections will vary from premise to premise.

NOW THEREFORE BE IT RESOLVED, that the annual fee for business licenses in the Village of Franklin is set at \$100.00 (One hundred dollars) and a \$50 (Fifty dollars) penalty for failure to renew with a 30 day grace period for all business licenses effective on and after December 1, 2020; and,

BE IT FURTHER RESOLVED, that due to the hardships experienced by downtown Franklin businesses during the streetscape and storm drainage construction for the last eight months, the \$75.00 (Seventy five dollars) additional fee is postponed and is to be applied to those business licenses effective on and after December 1, 2021.

#### Roll Call

Erlich Nay Gordon Aye Hanke Nay Hansen Aye Saenz Aye Seltzer Aye Lamott Nay

#### Motion carried.

#### **CERTIFICATION**

I, Heather Mydloski, the Clerk of the Village of Franklin, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Franklin, County of Oakland, and State of Michigan, at a meeting held on December 14, 2020, at which time a quorum was present, the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan 1976, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for said meeting.

Dated: December 14, 2020

Heather Mydloski, Village Clerk



October 5, 2021

Village of Franklin Attn: Chief Daniel D. Roberts 32311 Franklin Rd Franklin, MI 48025

Dear Chief Daniel D. Roberts:

Price on 2022 Vehicle Macomb County Contract Bid:

2022 Ford Police Interceptor Utility AWD in Black

\$32,394.00 ea

<u>Service Contract:</u> 36,000 miles or 36 months factory bumper to bumper warranty and 100,000 miles or 60 months powertrain warranty.

**Delivery date:** About 120 days from receipt of your PO.

## Order Cutoff Date: November 30th, 2021.

<u>Ford Motor Company does not guarantee delivery---Ford Motor Company will</u> make reasonable efforts to schedule orders received prior to fleet order cut-off date.

<u>Payment requirements:</u> All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. An \$8.00 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-Fleet (888-923-5338).

Respectfully Submitted,

Bill Campbell

Bill Campbell Government & Fleet Sales

### **Macomb County Bid Price**

(Bid #21-18, MY2020) in the

## State of Michigan

## 2022 Utility Police Interceptor **Major Standard Equipment**

- MECHANICAL

   Axle Ratio 3.73 (AWD)

   Brakes 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Caliners
- · Column Shifter
- DC/DC converter 220-Amp (in lieu of alternator)
- Drivetrain All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) Heavy-Duty
- Engine 3.3L V6 Direct-Injection Hybrid Engine System
- Engine 3.3L V6 Direct-Injection FFV with 10-Speed Automatic Transmission (136-MPH Top Speed)

Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7

AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80amp) and replaces 19-gallon tank with 21.4-gallon tank

• Engine - 3.0L V6 EcoBoost® with 10-Speed Automatic

Transmission - (148-MPH Top Speed)

Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank)
• Engine Hour Idle Meter

- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank 19-gallons
- H7 AGM Battery (800 CCA/80-amp)
- Lithium-Ion Battery Pack
- Suspension independent front & rear
- Transmission 10-speed automatic

#### EXTERIOR

- Antenna, Roof-mounted
- Cladding Lower bodyside cladding MIC
- Door Handles Black (MIC)
- Exhaust True Dual (down-turned)
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass 2nd Row, Rear Quarter and Liftgate Privacy Glass
  Grille Black (MIC)

 Headlamps – Automatic, LED Low-and-High-Beam
Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature)

- Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)
- Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
- Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
- Liftgate Manual 1-Piece Fixed Glass w/Door-Lock Cylinder
- Mirrors Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)
- Spare Full size 18" Tire w/TPMS
  Spoiler Painted Black
- Tailgate Handle (MIC)
- Tail lamps LED
- Tires 255/60R18 A/S BSW Wheel-Lip Molding Black (MIC)
- Wheels 18" x 8.0 painted black steel with wheel hub cover
   Windshield Acoustic Laminated

#### INTERIOR/COMFORT

- Cargo Hooks
- Climate Control Dual-Zone Electronic Automatic Temperature Control (DEATC)
- Door-Locks
- Power Rear-Door Handles and Locks Operable
- · Fixed Pedals (Driver Dead Pedal)
- Floor Flooring Heavy-Duty Thermoplastic Elastomer
- Glove Box Locking/non-illuminated
- Grab Handles (1 Front-passenger side, 2-Rear)

#### INTERIOR/COMFORT (continued)

- Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
- Overhead Console
- Red/White Task Lighting in Overhead Console
- 3rd row overhead map light
- Mirror Day/night Rear View
- · Particulate Air Filter
- Powerpoints (1) First Row
- Rear-door closeout panels
- · Rear-window Defrost
- Scuff Plates Front & Rear
- Seats - 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters
- 1st Row Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar)
- 1st Row Passenger 2-way manual track (fore/aft. with manual recline)
- Built-in steel intrusion plates in both driver/passenger seatbacks
- 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) - fixed seat track
- Speed (Cruise) Control
- Speedometer Calibrated (includes digital readout)
- Steering Wheel Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches
- · Sun visors, color-keyed, non-illuminated
- Universal Top Tray Center of I/P for mounting aftermarket equipment
- Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

#### SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control<sup>TM</sup>)
- Airbags, dual-stage driver & front-passenger, side seat,

passenger-side knee, Roll Curtain Airbags and Safety Canopy®

- Anti-Lock Brakes (ABS) with Traction Control Brakes – Police calibrated high-performance regenerative
- braking system • Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- · LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Rearview Camera with Washer viewable in 4.2" center stack.
- · Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System<sup>TM</sup>

#### FUNCTIONAL

- Audio
- AM/FM / MP3 Capable / Clock / 4-speakers
- Bluetooth® interface
- 4.2" Color LCD Screen Center-Stack "Smart Display"

Note: Standard radio does not include USB Port or Aux. Audio Input Jack; Aux. Audio Input Jack requires SYNC 3®

- · Easy Fuel® Capless Fuel-Filler
- Ford Telematics<sup>TM</sup> Includes Ford Modem and complimentary 2year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- · Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper Wipers - Front

#### WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

#### POWERTRAIN CARE EXTENDED SERVICE PLAN

• 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) - Standard

**Police Interceptor Utility Base Prices** 

Ī	x ]	Utility All Wheel Drive (3.3L V6 Direct-Injection FFV, 136 MPH, 99B/44U) K8A/500A	\$31,544.00
1	]	Utility All Wheel Drive (3.0L V6 EcoBoost, 148 MPH, 99C/44U) K8A/500A	\$35,356.00
1	1	Utility All Wheel Drive (3.3L V6 Direct-Injection Hybrid Eng., 136 MPH, 99W/44B) K8A/500A	\$34,659.00

	1	nterior Trim Color
VEHICLE COLOR: Order Code	9	Charcoal Black (96)
Arizona Beige Clearcoat Metallic	[E3]	[ ]
Medium Brown Metallic	[BU]	[ ]
Dark Toreador Red Clearcoat Metallic	[JL]	[ ]
Dark Blue	[LK]	[ ]
Royal Blue	[LM]	[ ]
Light Blue Metallic	[LN]	[ ]
Vermillion Red	[E4}	[ ]
Smokestone Clearcoat Metallic	[HG]	[ ]
Silver Grey Metallic	[TN]	[ ]
Iconic Silver Clearcoat Metallic	[JS]	[ ]
Agate Black	[UM]	[x]
Oxford White Clearcoat	[YZ]	[ ]
Blue Metallic	[FT]	[ ]
Sterling Grey Metallic	[UJ]	[ ]
Medium Titanium Clearcoat Metallic	[YG]	[ ]
Carbonized Grey	[M7]	[ ]

#### INTERCEPTOR OPTIONAL FEATURES:

Flooring/Seats	<u>Code</u>	\$Cost
[ ] 1st and 2nd row carpet floor covering	16C	125.00
[ ] 2nd Row Cloth Seats	F6/88F	60.00
[ ] Power passenger seat (6-way) w/manual recline and lumbar	87P	325.00
[ ] Rear Console Plate (Not available with Interior Upgrade Pkg – 65U)	85R	45.00
[ ] Interior Upgrade Package	65U	390.00

- 1st and 2nd Row Carpet Floor Covering
- Cloth Seats Rear
- Center Floor Console less shifter w/unique Police console finish plate
- Includes Console and Top Plate with 2 cup holders
  Floor Mats, front and rear (carpeted)
- Deletes the standard console mounting plate (85D)
- SYNC® 3
- Enhanced Voice Recognition Communications and Entertainment System
   4.2" Color LCD Screen Center-Stack "Smart Display"

- AppLink® 911 Assist®

Note: SYNC® AppLink® lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms.

Lar	mps/Lighting		
[x]	Dark Car Feature – Courtesy lamp disable when any door is opened	43D	20.00
[]	Daytime Running Lamps	942	45.00
[]	Side Marker Lights in Skull Caps	63B/60A	340.00
[]	Rear Quarter Glass Side Marker Lights	63L	575.00
[]	Front Warning Auxiliary Light (Driver side – Red / Passenger side – Blue)	21L/60A	600.00
[]	Rear Auxiliary Liftgate Lights (Red/Blue LED Lights; located beneath liftgate	43A	395.00
	glass in applique panel)		
[]	Front Interior Windshield Warning Lights (Red/Blue with take down)	96W	1145.00
[]	Rear Spoiler Traffic Warning Light	96T	1495.00
[]	Dome Lamp – Red/White in Cargo Area	17T	50.00
[]	Pre-wiring for grille lamp, siren, and speaker	60A	50.00
[x]	Spot Lamp – Driver Only (LED Bulbs) (Unity)	51R	395.00
[]	Spot Lamp – Driver Only (LED Bulbs) (Whelen)	51T	420.00
[]	Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Unity)	51S	620.00
[ ]	Spot Lamp – Dual (driver and passenger) (LED Bulbs) (Whelen)	51V	665.00

Body [ ] Glass – Solar Tint 2nd and 3rd Row (Deletes Privacy Glass)	92G	120.00
<ul><li>Glass – Solar Tint 2nd Row (Privacy Glass on Rear Quarter and Liftgate Window)</li></ul>	92R	85.00
[ ] Deflector Plate Wheels	76D	335.00
[ ] Wheel Covers (18" Full Face Wheel Cover)	65L	60.00
[ ] 18" Painted Aluminum Wheel <b>Misc</b>	64E	475.00
[x] Engine Block Heater	41H	90.00
[ ] License Plate Bracket – Front	153	N/C
[ ] Badge Delete (Police Interceptor Badge Only) [ ] 100 Watt Siren/Speaker (includes bracket and pigtail)	16D 18X	N/C 300.00
[ ] Aux Air Conditioning	17A	610.00
[x] Noise Suppression Bonds (Ground Straps)	60R	100.00
[ ] Low-Band Frequency Noise Suppression Kit (Recommended when	68E	195.00
Using two-way radio communication devices that operate in the 39 – 46 Mi	Ηz	
range (Channels 1-9). Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range.		
[ ] OBD-II Split Connector – Allows up to 2 devices to be connected to the	61B	55.00
vehicle's OBD-II port	OID	00.00
[ ] My Speed Fleet Management	43S	60.00
<u>Audio/Video</u>		
[ ] Rear View Camera (Includes Electrochromic Rear View Mirror – Video is	87R	N/C
displayed in rear view mirror)  Note: This option would replace the camera that comes standard in the 4" cent	er stack are	a
[ ] Rear Camera On-Demand – allows driver to enable rear camera on-deman		230.00
Doors/Windows		
[ ] Global Lock / Unlock feature (Door-panel switches will lock/unloc		N/C
all doors and rear liftgate. Eliminates the overhead console liftga		
unlock switch) ******* OLD STYLE REAR HATCH LOCK / UNLOCK	****	
		160.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperate	ole 52P	160.00 <b>75.00</b>
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperal [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In	ole 52P	75.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperate	ole 52P 10p.68G 59 <u>B</u>	
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperate [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike  Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0138  Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x	ole 52P 10p.68G 59 <u>B</u> 5x= <b>59</b> D	75.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperate [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike  Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135  Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x  Keyed Alike 1111x= 59J	ole 52P 10p.68G 59 <u>B</u> 5x= <b>59</b> D	75.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperate [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike  Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135  Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x  Keyed Alike 1111x= 59J  Safety & Security	59 <u>B</u> 59 <u>B</u> 59 <u>B</u> 5x= 59D = 59G	75.00 50.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperate [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike  Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0138  Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x  Keyed Alike 1111x= 59J  Safety & Security  [ ] Ballistic Door Panels – Driver Front Door Only (Level 3)	59B 59B 59B 5x= 59D = 59G	75.00 50.00 1585.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperated</li> <li>[x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Italian</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike</li> <li>Keyed Alike 1284x= 59B</li> <li>Keyed Alike 1294x= 59C</li> <li>Keyed Alike 0138</li> <li>Keyed Alike 1435x= 59E</li> <li>Keyed Alike 0576x= 59F</li> <li>Keyed Alike 0151x</li> <li>Keyed Alike 1111x= 59J</li> <li>Safety &amp; Security</li> <li>[ ] Ballistic Door Panels – Driver Front Door Only (Level 3)</li> <li>[ ] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> </ul>	59 <u>B</u> 59 <u>B</u> 59 <u>B</u> 5x= 59D = 59G	75.00 50.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperate [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike  Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0138  Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x  Keyed Alike 1111x= 59J  Safety & Security  [ ] Ballistic Door Panels – Driver Front Door Only (Level 3)	59B 59B 59B 5x= 59D = 59G 90D 90E	75.00 50.00 1585.00 3170.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperative Inoperable Inoperable Inoperable Inoperable and Rear Windows Inoperable Inop</li></ul>	90D 90F 90G 55B/54Z	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperative Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Its Imperable Rear Windows In Its Indiana Rear Windows In Its Imperable Rear Windows In Its Indiana Rear Window</li></ul>	90D 90G 55B/54Z 68B	75.00 50.00 1585.00 3170.00 2415.00 4830.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperated Ix]</li> <li>[x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Ix]</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike</li> <li>[x] Keyed Alike 1284x= 59B</li> <li>[x] Keyed Alike 1294x= 59C</li> <li>[x] Keyed Alike 1435x= 59E</li> <li>[x] Keyed Alike 0576x= 59F</li> <li>[x] Keyed Alike 1111x= 59J</li> <li>[x] Safety &amp; Security</li> <li>[x] Ballistic Door Panels – Driver Front Door Only (Level 3)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballis</li></ul>	90D 90G 55B/554Z 68B 90A 90B 90B 90B 90B 90B 90B 90B	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperated Ix]</li> <li>[x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Ix]</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike</li> <li>[x] Keyed Alike 1284x= 59B</li> <li>[x] Keyed Alike 1294x= 59C</li> <li>[x] Keyed Alike 1435x= 59E</li> <li>[x] Keyed Alike 0576x= 59F</li> <li>[x] Keyed Alike 1111x= 59J</li> <li>[x] Safety &amp; Security</li> <li>[x] Ballistic Door Panels – Driver Front Door Only (Level 3)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> <li>[x] Ballist</li></ul>	90D 90G 55B/554Z 68B 90A 90B 90B 90B 90B 90B 90B 90B	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperated Ix]</li> <li>[x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Ix]</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike</li> <li>[x] Keyed Alike 1284x= 59B</li> <li>[x] Keyed Alike 1294x= 59C</li> <li>[x] Keyed Alike 1435x= 59E</li> <li>[x] Keyed Alike 0576x= 59F</li> <li>[x] Keyed Alike 1111x= 59J</li> <li>[x] Safety &amp; Security</li> <li>[x] Ballistic Door Panels – Driver Front Door Only (Level 3)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[x] Ballis</li></ul>	90D 90G 55B/554Z 68B 90A 90B 90B 90B 90B 90B 90B 90B	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperated [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike           Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135x Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x Keyed Alike 1111x= 59J</li> <li>Safety &amp; Security</li> <li>[ ] Ballistic Door Panels – Driver Front Door Only (Level 3)</li> <li>[ ] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> <li>[ ] Ballistic Door Panels – Driver Front Door Only (Level 4+)</li> <li>[ ] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[ ] BLIS® – Blind Spot Monitoring with Cross Traffic Alert</li> <li>[ ] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threchime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.</li> <li>[ ] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable</li> </ul>	90D 90E 90G 55B/54Z 68B 90D	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperated Ix] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Ix.</li> <li>[x] Lock system; Single Key/All Vehicles Keyed Alike Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135 Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x Keyed Alike 1111x= 59J</li> <li>Safety &amp; Security</li> <li>[ ] Ballistic Door Panels – Driver Front Door Only (Level 3)</li> <li>[ ] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> <li>[ ] Ballistic Door Panels – Driver Front Door Only (Level 4+)</li> <li>[ ] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[ ] BLIS® – Blind Spot Monitoring with Cross Traffic Alert</li> <li>[ ] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threchime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.</li> <li>[ ] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W</li> </ul>	90D 90E 90G 55B/54Z 68B 90F 90G 55B/54Z 68B eat,	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperated [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike           Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0135 Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x Keyed Alike 1111x= 59J</li> <li>Safety &amp; Security</li> <li>[ ] Ballistic Door Panels – Driver Front Door Only (Level 3)</li> <li>[ ] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 3)</li> <li>[ ] Ballistic Door Panels – Driver Front Door Only (Level 4+)</li> <li>[ ] Ballistic Door Panels – Driver &amp; Pass Front Doors (Level 4+)</li> <li>[ ] BLIS® – Blind Spot Monitoring with Cross Traffic Alert</li> <li>[ ] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threchime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.</li> <li>[ ] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W</li> <li>[x] Mirrors- Heated, Non BLIS</li> </ul>	90D 90E 90G 55B/54Z 68B 90F 90G 55B/54Z 68B eat,	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00
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<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperativation of the content of the</li></ul>	90D 90E 90G 55B/54Z 68B 90F 90G 55B/54Z 68B eat,	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperativation   Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Rear Door Panels   Reyed Alike 1294x= 59C   Reyed Alike 0138   Reyed Alike 1284x= 59B   Reyed Alike 0576x= 59F   Reyed Alike 0151x   Reyed Alike 1111x= 59J   Reyed Alike 1111x= 59J   Reyed Alike 1111x= 59J   Reyed Alike 1111x= 59J   Reyed Alike 0576x= 59F   Reyed Alike 0151x   Reyed Alike 0151x  </li></ul>	59B 59B 5x= 59D 5x= 59G 90D 90E 90F 90G 55B/54Z 68B eat, 76P 549 593/55F 55F 47A Parts	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00 145.00 460.00 340.00
<ul> <li>[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperativation of the process of the</li></ul>	59B 59B 5x= 59D 5x= 59D 90D 90E 90F 90G 55B/54Z 68B eat, 76P 593/55F 55F 47A Parts Parts	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00 145.00 60.00 460.00 340.00 260.00 6.00 ea 550.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperal [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike  Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0138  Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x  Keyed Alike 1111x= 59J  Safety & Security [ ] Ballistic Door Panels – Driver Front Door Only (Level 3) [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 3) [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+) [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+) [ ] BLIS® – Blind Spot Monitoring with Cross Traffic Alert [ ] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threchime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. [ ] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W [ [ ] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	59B 59B 5x= 59D 5x= 59D 90D 90E 90F 90G 55B/54Z 68B eat, 76P 593/55F 55F 47A Parts Parts Parts 76R	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00 145.00 60.00 460.00 340.00 260.00 6.00 ea 550.00 275.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperals. Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In Rear Door Handles Inoperable Alike Seyed Alike 1284x=59B	50le 52P 10p.68G 59B 5x= 59D 5x= 59G 90D 90E 90F 90G 55B/54Z 68B eat, 76P 593/55F 55F 47A Parts Parts 76R 52T	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00 145.00 60.00 460.00 340.00 260.00 6.00 ea 550.00 275.00 80.00
[ ] Hidden Door Lock Plunger, Rear Door Handle and Rear Windows Inoperal [x] Rear Door Handles Inoperable/Locks Inoperable and Rear Windows In [x] Lock system; Single Key/All Vehicles Keyed Alike  Keyed Alike 1284x= 59B Keyed Alike 1294x= 59C Keyed Alike 0138  Keyed Alike 1435x= 59E Keyed Alike 0576x= 59F Keyed Alike 0151x  Keyed Alike 1111x= 59J  Safety & Security [ ] Ballistic Door Panels – Driver Front Door Only (Level 3) [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 3) [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+) [ ] Ballistic Door Panels – Driver & Pass Front Doors (Level 4+) [ ] BLIS® – Blind Spot Monitoring with Cross Traffic Alert [ ] Police Perimeter Alert – detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threchime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking. [ ] Pre-Collision Assist with Pedestrian Detection (includes Forward Collision Warning and Automatic Emergency Braking and unique disable switch for Law Enforcement use) Note: Not available with option 96W [ [ ] Perimeter Anti-Theft Alarm – Activated by Hood, Door, or Decklid	59B 59B 5x= 59D 5x= 59D 90D 90E 90F 90G 55B/54Z 68B eat, 76P 593/55F 55F 47A Parts Parts Parts 76R	75.00 50.00 1585.00 3170.00 2415.00 4830.00 545.00 675.00 145.00 60.00 460.00 340.00 260.00 6.00 ea 550.00 275.00

[ ] 12.1" Integrated Computer Screen  • Includes 12.1" touchscreen display in center stack and allows for operation of laptop in remote location to free up cabin space in front passenger area  • Includes Audio Video extender (AVX) box, (2) AVX cables, (2) USB cables and (1) He includes SYNC 3 ®	<b>54E</b> DMI cable	2745.00
[ ] Front Headlamp Lighting Solution  • Includes LED Low beam/High beam headlamp, Wig-wag function and Red/Blue/Whi LED side warning lights (driver's side White/Red / passenger side White/Blue)  • Includes pre-wire for grille LED lights, siren and speaker (60A)  • Wiring, LED lights included. Controller "not" included  Note: Not available with option: 67H  Note: Recommend using Ultimate Wiring Package (67U)	<b>66A</b> te	895.00
[ ] Police Wire Harness Connector Kit – Front/Rear For connectivity to Ford PI Package solutions includes:         • Front             — (2) Male 4-pin connectors for siren             — (5) Female 4-pin connectors for lighting/siren/speaker             — (1) 4-pin IP connector for speakers             — (1) 4-pin IP connector for siren controller connectivity             — (1) 8-pin sealed connector             — (1) 14-pin IP connector             • Rear             — (2) Male 4-pin connectors for siren             — (5) Female 4-pin connectors for lighting/siren/speaker             — (1) 4-pin IP connector for speakers             — (1) 4-pin IP connector for siren controller connectivity	67V	185.00
- (1) 8-pin sealed connector - (1) 14-pin IP connector  Note: Note:See Upfitters guide for further detail <a href="https://www.fordpoliceinterceptorupfit.com">www.fordpoliceinterceptorupfit.com</a>		
[x] Tail lamp/Police Interceptor Housing Only	86T	60.00
Pre-existing holes with standard twist lock sealed capability (does not include LED Strobe lights) (eliminates need to drill housing assemblies)  Note: Not available with options: 66B and 67H	001	00.00
<ul> <li>Tail Lamp Lighting Solution</li> <li>Includes LED lights plus two (2) rear integrated hemispheric lighthead white LED side. Warning lights in taillamps</li> <li>LED lights only. Wiring, controller "not" included. Note: Not available with option: 67H.</li> <li>Note: Recommend using Ultimate Wiring Package (67U)</li> </ul>	<b>66B</b> e	430.00
[ ] Rear Lighting Solution  • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass  • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is concerned by LED lights only. Wiring, controller "not" included Note: Not available with option: 67H  Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	66C open)	455.00
The content of the	67U	560.00

[ ] Ready for the Road Package All-in Complete Package 67H 3595.00 All-in Complete Package - Includes Police Interceptor Packages: 66A, 66B, 66C, plus Whelen Cencom Light Controller Head with dimmable backlight • Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor control (mounted behind 2nd row seat) · Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails · High current pigtail Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head • Pre-wiring for grille LED lights, siren and speaker (60A) • Rear console plate (85R) – contours through 2nd row; channel for wiring • Grille linear LED Lights (Red / Blue) and harness • 100-Watt Siren / Speaker • Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P) Note: Not available with options: 66A, 66B, 66C, 67U and 65U Extended Warranty Option's (\$0.00 Deductible) 100,000 Mile Coverage [ ] 5-Year Premium Care Warranty (500 Plus Components Coverage) 2745.00

**Total Price \$32,394.00 ea** 

**FCA Property** 



FEMA Base Flood Elevations

FLOODWAY - FEMA Floodplain

1 inch = 200 feet

#### No property address available

beds / full baths / half baths / sq ft



#### Residential Property Profile

24-06-252-010

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

#### **Owner Information**

Owner(s) : FRANKLIN COMMUNITY ASSOC

Postal Address : PO BOX 46 FRANKLIN MI 48025

#### **Location Information**

Site Address : No property address available

PIN : 24-06-252-010 Neighborhood Code : RME

Municipality : Village of Franklin

School District : 63010 BIRMINGHAM CITY SCHOOL DIST

Class Code : 402 RES VAC (Includes prior SV-Suburban Vac & ME-Miscellaneous Exempt)

#### **Property Description**

T1N, R10E, SEC 6 FRANKLIN VILLAGE LOT 81 TO 88 INCL, ALSO SLY 1/2 OF VAC CAROL DR ADJ TO LOT 86, ALSO VAC PART OF IRVING RD DESC AS BEG AT PT ON WLY LOT LI OF LOT 75 LOC N 30-45-00 W 80 FT FROM SW COR OF SD LOT 75, TH NLY TO SW COR OF LOT 85, TH ELY ALG NLY R.O.W. LI OF IRVING RD TO PT LOC S 15 FT FROM NE COR OF LOT 81, TH ELY TO PT ON SLY R.O.W. LI OF IRVING RD LOC WLY 76.64 FT FROM NW COR OF LOT 169, TH WLY ALG SLY R.O.W. LI OF IRVING RD TO BEG 8-21-89 CORR

#### Split/Combination Information

Added Status : Added Parcel

Added Date : 11/16/1976 Added From : FROM 06-252-002 TO 009

INCL

#### No Sales Since 1994

#### Tax Information

Taxable Value : State Equalized Value

Current Assessed Value : Capped Value :

Effective Date For Taxes : 07/01/2019 Principal Residence : N/A

Exemption Type

Summer Principal : 0% Winter Principal Residence : 0%

Residence Exemption Exemption Percent

Percent

2018 Taxes 2019 Taxes

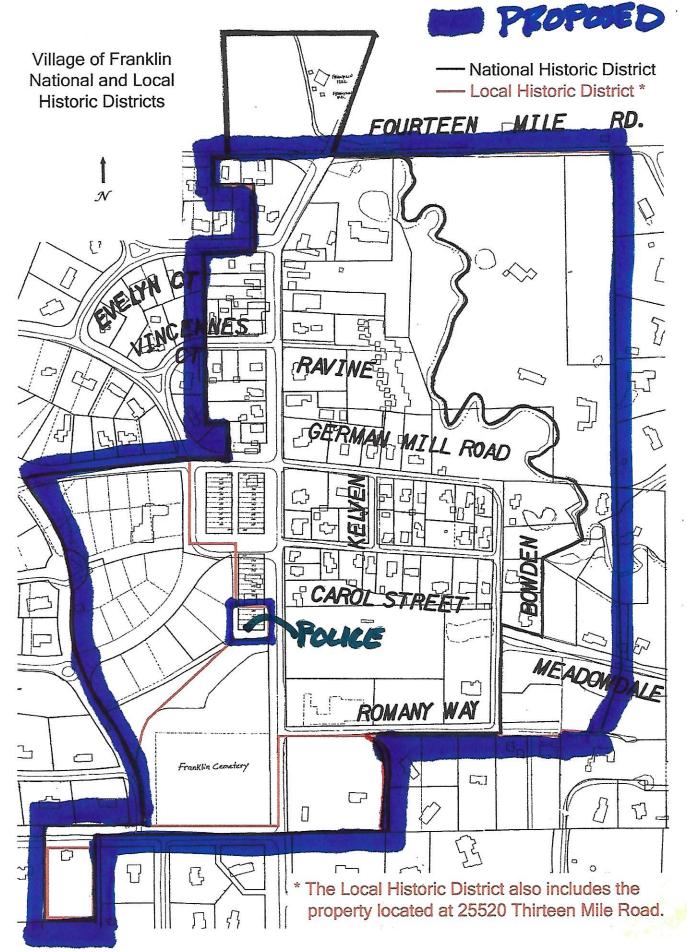
Summer : \$0.00 Summer : \$0.00

Winter : \$0.00 Winter :

Village : \$0.00 Village : \$0.00

#### Lot Information

Description : LEVEL Area : 3.21 ACRES





Village of Franklin
Oakland County, Michigan
Historic District Study Committee Report
Franklin Village Local Historic District
Proposed Modification
October 2021

Prepared by:

Amanda D. Davis

Historic Preservation Consultant

Mount Clemens, MI

## Acknowledgement

This survey has been funded by the Village of Franklin general fund, as approved by the Village Council in 2018.

#### **Executive Summary**

This document serves as the preliminary report of the Franklin Village Local Historic District Study Committee charged with identifying, reviewing and evaluating the potentiality of adding resources to the currently established Franklin Village Local Historic District

The Village of Franklin Historic District Study Committee was formed in April 2018 in order to study the possibility of modifying the Local Historic District to include historic properties located within the Village that are not currently protected by the Local Historic District. The members of this committee include: Gary Roberts, Chair of the Historic District Commission; Fred Gallash, former Village Council President; Nena Downing, Franklin Historical Society Board Member; Eileen Harryvan, former member Historic District Commission; Amanda D. Davis, Historic Preservation Consultant.

The Committee originally identified 101 historic properties to review for further study. This list was gleaned from several sources including the following: a 1971 Historic Study Committee Report, the 1991 Historic and Architectural Study done by Weir/York, a 1998 study of Franklin Farmhouses conducted by Commonwealth Cultural Resource Group, a 1998 study of Early Suburbanization also conducted by Commonwealth Cultural Resource Group, and a 1999 study of 30 historically important properties conducted by the former Historic Preservation Consultant to the HDC, Jennifer Wendler-Lovell.

The Committee members then conducted a windshield survey of these 101 potentially historic properties to determine which would be considered for possible inclusion in the Local Historic District. The survey area included the entire Village of Franklin, encompassing 2.7 square miles, 1728 acres, 699.60 hectares

The Secretary of the Interior's Standards for Historic Rehabilitation were the guidelines used to determine significance. Of these 101 properties, 41 were determined to have high historic and/or architectural significance to the Village of Franklin. The committee decided that these 41 properties would be the focus for the potential modification of the local historic district.

The owners of these 41 properties were contacted via a letter sent through the postal service and invited to an Open House that was held at the Kreger House on Saturday, November 3, 2018. Of those 41 properties, 10 were ultimately decided upon to be included in an intensive level survey for the modification of the Franklin Village Local Historic District. After the intensive level survey was completed, the Historic District Study Committee came to the conclusion that 7 of the 10 properties are appropriate for inclusion in the Franklin Village Local Historic District.

The purpose of this report is to present data collected during the survey of these 7 properties that the Franklin Village Historic District Study Committee would like to nominate to be added to the local district for consideration.

It is the recommendation of the committee that 6 of the 7 properties surveyed be added to the Franklin Village Local Historic District as *contributing* resources, and that the remaining property be added to the Franklin Village Local Historic District as *non-contributing* resources.

It is also the recommendation of the committee to extend the boundary of the Franklin Village Local Historic District to include all of the proposed additions to the district.

Each of the 7 properties were evaluated for their eligibility based on the National Park Service Criteria for Evaluation: Event, Person, Design/Construction, and Information Potential as well as the seven aspects of integrity: historic location, design, setting, materials, workmanship, feeling, and association.

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Appendix A: Resume: Amanda D. Davis, Historic Preservation Consultant

#### **Credits and Credentials**

The Village of Franklin Historic District Study Committee is comprised of the following members:

Gary Roberts, Architect, Chair of the Historic District Commission
Fred Gallash, former Village Council President
Nena Downing, Franklin Historical Society Board Member
Eileen Harryvan, Franklin Resident
Amanda D. Davis, Historic Preservation Consultant

This report has primarily been researched and written by Amanda D. Davis, Historic Preservation Consultant, due to her qualifications meeting federal guidelines 36 CFR 61.

Amanda D. Davis resume attached Appendix A

#### **Project Objectives and Methodology**

The Village of Franklin is a unique community with a rural feeling sense of place, a pocket of quiet suburban life enmeshed with historic resources, that is increasingly surrounded by encroaching urban development and activity. Throughout the Village, the main threat to this rural sense of place is the private practice of purchasing and demolition of unprotected historic homes for the construction of modern mansions that do not reflect the historic character of the resources they are replacing in form, style, size, or feeling. The study committee was formed, and this project undertaken, with the express intent of identifying, evaluating and recommending for inclusion in the currently established Franklin Village Local Historic District, properties that would enhance the value of the district while also offering protection for potentially threatened resources.

Several previous studies have been undertaken throughout the Village; unfortunately, they resulted in no action at the time of their submittal. These studies include the following:

- Commonwealth Cultural Resources Group. Franklin Early Suburbanization, 1999.
- Commonwealth Cultural Resources Group. Franklin Farmhouses a Non-Contiguous Local Historic District, 1998.
- HP Associates. Intensive Study for: 25300 Thirteen Mile Road, Franklin, MI 48025, 1997.
- Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991.
- Wendler-Lovell, Jennifer. Village of Franklin Historic and Architectural Survey, 2006.

The Village of Franklin Historic District Study Committee was formed in April 2018 in order to study the possibility of modifying the Local Historic District to include historic properties located within the Village that are not currently protected by the Local Historic District. The Committee identified 101 historic properties to review for further study. This list was gleaned from several sources including the previously completed studies mentioned above. The Committee members then conducted a windshield survey of these 101 potentially historic properties to determine which would be considered for possible inclusion in the Local Historic District. The boundaries of this survey included the entire Village of Franklin, roughly bounded by Inkster Road to the West, Fourteen Mile Road to the North, Telegraph Road to the East, and Farmbrook Road to the South. This survey consisted of drive-by viewing, brief photography and ranking on a scale of 1 – high historic and/or architectural significance to the Village, 2 – moderate historic and/or architectural significance, 3 – low or no historic and/or architectural significance (also included demolitions & rebuilds). The Secretary of the Interior's Standards for Historic Rehabilitation were the guidelines used to determine significance. Of these 101 properties, 41 were determined to have high historic and/or architectural significance to the Village of Franklin. The committee decided that these 41 properties would be the focus for the potential modification of the local historic district. The list of 41 properties was narrowed down to 7 included in this report as prioritized by the committee. Once the 7 resources were identified as our target properties, consultant Amanda D. Davis began researching and documenting each property according to the Michigan State Historic Preservation Office Guidelines. This report is the result of this research.

Various resources were used in the completion of this report, due to the Covid-19 pandemic all county records were only available to be viewed online. Resources included: The Franklin Village Historical Society, Franklin Community Church Archives, interviews with homeowners and past homeowners, archives of the Franklin Village Government offices, and the Oakland County Register of Deeds.

#### **Data Location**

All survey materials will be stored on file at the Franklin Village Government Offices and a copy of the final report will be sent to the Franklin Village Historical Society to keep in their archives.

#### **Evaluation Results Summary**

As a result of the research and investigation conducted by this Franklin Village Historic District Study Committee, it is the recommendation of the committee that the following resources be added to the Franklin Village Local Historic District due to their historic value based on architectural, community and local significance in each instance. The committee feels that each of these resources will bring added value to the current local historic district. All are located in the Village of Franklin, Oakland County, Michigan.

- 32020 Franklin Road
- 30440 Franklin Road
- 32325 Franklin Road
- 25520 W. Thirteen Mile Road
- 26475 Scenic Highway
- Franklin Community Church 26425 Wellington Road
- Franklin Community Association (FCA) Property

As a result of adding the above structures to the Franklin Village Local Historic District, the Historic District Study Committee is also proposing to extend the boundaries of the district to include the properties located south of the current district boundaries along Franklin Road and Thirteen Mile Roads.

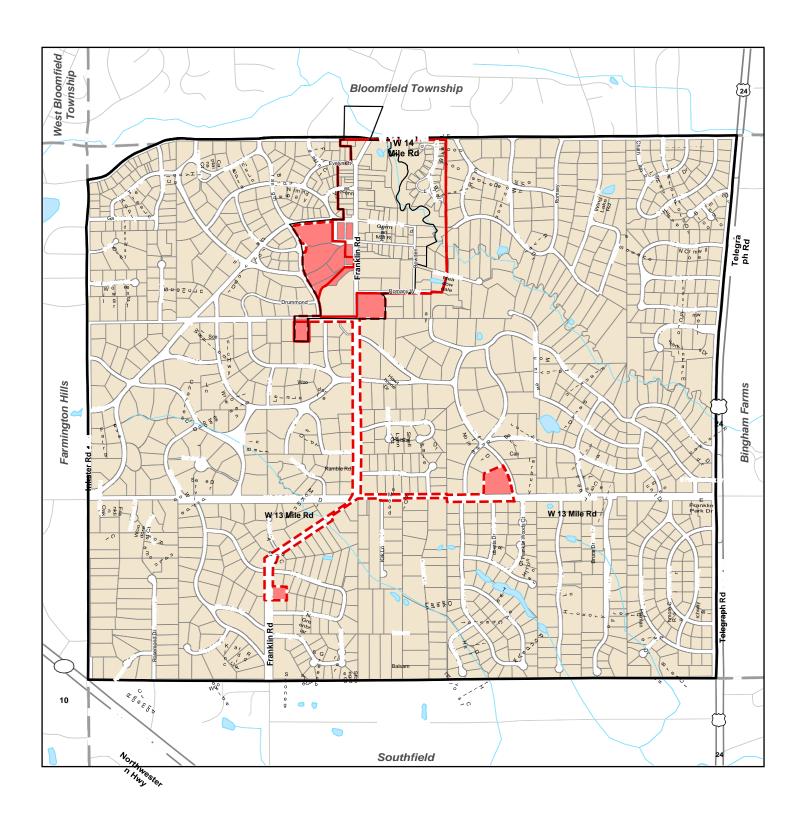
The boundary extension is proposed as follows:

The Historic District Study Committee for Modification of the Franklin Village Local Historic District proposes that the southern boundary of the district be extended southerly along Franklin Road, south of Thirteen Mile to the southeast corner of Parcel # 24-07-251-009 (30440 Franklin Road) and east along Thirteen Mile to the northeast corner of Parcel #24-05-377-006 (25300 Thirteen Mile Road).

## Planning Needs and Recommendations/ Preservation Issues and Threats

At this time, the Historic District Study Committee has not identified further planning needs, preservation issues or immanent threats in the surveyed area.

Survey Map



# Local Historic District - Proposed Modification

Village of Franklin Oakland County, Michigan

July 13, 2021

### LEGEND

Franklin Boundary

National Historic District Boundary

Existing Local Historic District Boundary

Proposed Local Historic
District Boundary Expansion

Proposed Additions to LHD





Basemap Source: Michigan Center for Geographic Information, v. 17a. Data Source: Franklin 2021. McKenna 2021.



#### **Descriptive Overview of Survey Area**

The area covered by this survey includes the entire Village of Franklin, bounded by Fourteen Mile Road to the north, Inkster Road to the West, just north of Farmbrook Road to the south, and Telegraph Road to the east.

Though established in the now densely developed heart of Oakland County, the Village of Franklin remains a simple, pastoral oasis, called affectionately by its residents, "the town that time forgot." Bounded by the densely populated and retail traffic rich environments of Southfield, Bloomfield Township, Farmington Hills and Beverly Hills, Franklin's large residential lots with rolling hills and many old growth trees provide a respite from the busy-ness of the surrounding area.

Currently, the Franklin Village Local Historic District comprises the pioneer era crossroads settlement of early Franklin, first settled by Euro-Americans in 1824. The founders of Franklin chose the site because of its proximity of the Franklin River, an outlet of Walnut Lake and a tributary of the Rouge River system, which powered several different types of mills in the village. The majority of structures in the district are located primarily along a short north-south stretch of Franklin Road between an early mill and cemetery. Franklin Road bisects the village from Fourteen Mile Road to the village border, one-and-one-half miles to the south. The road is a relatively narrow two-lane paved roadway. The historic district with its narrow, shady streets contains 150 buildings and structures, two-thirds of them considered contributing. Residences and businesses are mixed together throughout the district, and several historic homes now house commercial businesses. The intimate scale of the village proper brings all points within easy walking distance. All of the structures included in the Franklin Village Local Historic District are also included in the Franklin Village National Register Historic District.

When entering the district along Franklin Road from the south, the most dominant feature at the current southern boundary is the Franklin Cemetery at the northwest Corner of Franklin Road and Scenic Drive, including six acres spread out over the hilltop with many large trees interspersed with markers. The northwest side of the cemetery is bordered by an undeveloped wooded area, owned by the Franklin Community Association (FCA), which overlooks much of the district below, including the village hall, the Franklin Community Church and the Kreger House, as well as the early twentieth century "village green."

Opposite the cemetery, on the southeast corner of Franklin Road and Romany Way, is an important early twentieth century property that serves as another anchor to the current southern boundary of the district. The Tudor house at 32020 Franklin Road is part of an estate-like setting that features a towered, slate-roofed 1929 residence and a detached flared slate roof carriage house/garage. Hidden from Franklin Road by a small hillock and lush vegetation, this property stands as a harbinger of the mid-later twentieth century estate development that currently surrounds the village. This is the only property that was included in the Franklin Village National Register District that is not included in the local historic district; it is unknown why it was excluded. This important property is one of the proposed additions to this district as recommended by this Study Committee.

Continuing north on Franklin Road, the c. 1830s Broughton House (32325 Franklin Road), which now serves as the Village Hall, is located on the west side of the road. The Kreger House, located at the same postal address as the Village Hall, was moved to this community owned site directly behind the village offices, in 2008 due to being threatened with demolition at the original site. The home was owned and built by prominent community

member and builder Art Kreger, who lived in the home until his death in the 1980s. This is another historic structure important to the community that the Study Committee has recommended for addition to the local district.

Directly to the north of the Kreger House is a large, open green space that the community refers to as the "village green." The term village green was first used in the early twentieth century to describe the land around the village library. The term has since expanded to include adjoining land owned by the Village of Franklin, the Franklin Community Association, and the Franklin Community Church. The Franklin Community Association owns the southern and central portions of the village green, abutting the property of the Franklin Cemetery, and including the baseball diamonds and the gazebo. The neo-classical Franklin Community Church owns the northern portion of the green, where it sits as a prominent architectural feature of the community. Both the FCA property and the Franklin Community Church are vital aspects of the historic pastoral character of this community and it is for this reason that the Study Committee is recommending their addition to the local district.

The business area of Franklin Road is an interesting mix of homes, commercial buildings, and houses that have been adapted for commercial use. The majority of the structures within the local historic district lie along this road or on one of the residential streets running perpendicular.

Franklin Road slopes downward again, gently curving eastward towards the northern boundary of the historic district. Large trees border the west side of the road where Franklin Road intersects with Fourteen Mile Road. Looming over the flood plain on land rising above the Franklin River, the massive wood-frame Franklin Cider Mill (7450 Franklin Road), which sits just across Fourteen Mile Road to the north, has a dominating presence at the northern edge of the district. The Franklin Cider Mill has been included in the district because of its historic associations with the village, although it is located just outside the village limits. The mill was built in 1837 and served the village as a grist mill. Converted to a full-time cider mill in 1949, the mill continues to attract many patrons today, especially in the fall at apple harvest time.

Outside of the current local historic district boundaries, the survey area includes the residential neighborhoods that encompass the entire area from Inkster to Telegraph Roads on the west and east boundaries, and Fourteen Mile Road on the northern boundary to just north of Farmbrook on the southerly boundary. These neighborhoods include large lots with rolling hills, narrow meandering paved roadways, and residences ranging from modest mid-century ranch style homes to large stately mansions and estates encompassing 2-3 residential lots or acreage. Many older homes have been demolished in the past 10 years to accommodate the building of much larger estates. It is for this reason that the Study Committee has recommended to extend the southerly boundary of the local district to include the early farmstead property located at 30440 Franklin as well as an example of early suburban development located at 25520 Thirteen Mile Road.

#### **Historical Context**

\*Note: a large portion of this historical context was taken directly from the National Register of Historic Places survey continuation sheets, specifically the Narrative Statement of Significance, from the National Register of Historic Places re-survey completed by Consultant to the Franklin Village Historic District Commission Jennifer Wendler-Lovell. It has been updated to current standards and to include pertinent updated and current information.

Founded in 1824, Franklin is a pioneer-era settlement that, bypassed by the railroads in the nineteenth century, grew slowly and today retains the appearance of its early, unplatted layout, narrow streets, and other man-made features, including an early cemetery and many of its early buildings. The Franklin Local Historic District reflects not only this pioneer settlement but also the evolution of the community from a rural market and milling hamlet to a prosperous suburban community beginning after World War I. The early post World War II years through about 1960 were important for Franklin in marking the beginnings of the intensive period of development for the entire community as a part of the Detroit suburbs, which has resulted in most of the previously underdeveloped countryside around the village being built up with large houses on large lots. Within the district, a church, commercial and civic buildings that give the district and village its character today possess exceptional significance in reflecting the beginnings of this now long-term developmental pattern. The Franklin Historic District's houses dating from the early years of settlement through the 1950s possess a collective significance in reflecting changing tastes in vernacular housing in southern Michigan. Finally, the district is significant in terms of the theme of invention for containing the place in which, in 1940, the dry-roasted peanut was invented.

The Village of Franklin, Michigan is located in Oakland County in Southfield Township. A 1989 archaeological investigation near the site of the Village Hall of Franklin found evidence of a Satchell complex occupation between 3,000 and 4,000 radiocarbon years ago. Findings of flaked stone and tool preforms suggest that tool production was an important activity at the site. Native Americans first settled the land on which Franklin and its Historic District now stand. Tribes such as Chippewa, Ottawa and Potawatomi lived in the Franklin area in the 18th and early 19<sup>th</sup> centuries. Today, many of the original Indian trails are used as major branches of transportation. Woodward Avenue, which runs five miles east of Franklin, follows the route of the Native American Saginaw Trail.

From 1775 to 1820, four treaties with the Chippewa, Ottawa, Potawatomi and other small bands of Native Americans ceded several million acres of Indian lands to the United States government, land that would support European-American settlement in Michigan. When political and maritime disputes erupted into the War of 1812, Native Americans largely fought on the side of the British. In December of 1814, the British and Americans signed the Treaty of Ghent, which officially ended the War of 1812 and dissolved all British claims to the lands of the Northwest Territories. The absence of British support indicated imminent doom for the Native American tribes, who shortly thereafter ceded their lands to American control.

Townships were established as six miles by six miles and broken down into thirty-six sections. In 1819, the Michigan Territorial Governor, Lewis Cass, established Oakland County. In that same year, Pontiac became the official county seat of government. Cass played a key role in the development of the state by encouraging surveys of the land and road building to aid early settlers. Due to these efforts and probably in part due to its proximity to Detroit, Oakland Country was the first settled interior country of Michigan (Hagman, 364).

Franklin became the first village to be established in what became Southfield Township, organized in 1830. Franklin was established on land originally owned by two natives of Niagara Country, New York, Dillucena Stoughton and Elijah Bullock. Stoughton purchased 80 acres on April 2<sup>nd</sup>, 1824 on the eastern side of what is now the village's main north/south artery, Franklin Road. Bullock purchase a total of 240 acres of land on what would become the west side of the village on June 7<sup>th</sup>, 1824 and June 20<sup>th</sup>, 1825. The area was first called the Stoughton-Bullock settlement. Land cost at that time was \$2.00 an acre, with one quarter of the purchase price paid at the time of purchase, and the rest in three annual installments (Courtney et al., 3). Another early settler, Daniel Wood, came to Franklin from New Hampshire and on June 8, 1824, just one day after Bullock, purchased land to the east

of the settlement. (Daniel Wood is the ancestor of Bert Wood, a twentieth century Franklin storeowner and historian (Cannon, 5).

The Franklin River, a tributary of the Rouge River, ran through the settlement. The land in the area was forested with hardwoods such as elm, maple, and oak, for which the county is named. However, it was not as wooded as lands farther north, so lumbering was never intensive in Oakland County.

The settlement was named Franklin in 1828. It may have been named after Benjamin Franklin, one of our country's forefathers, or for a boy named Franklin who lived in the area at that time. Also in 1828, Dr. Ebenezer Raynale was appointed the first postmaster of Franklin (he was the first physician in Franklin as well). By 1828 nine families lived in Franklin. The first school in Southfield Township was established in Franklin that year. The Franklin Cemetery at Franklin Road and Scenic Drive was founded in 1825, 1827, or 1828 (sources vary on date). Franklin was bypassed by a rail line in the 1820s, although a stagecoach line did run through the village on its way from Birmingham to Southfield (Waddell, 51). Over the next few years, Franklin added many businesses, "including grist mills, brick yards, cheese factories, buggy works, distilleries, blacksmith shops, several taverns, a general store and two hotels" (Hagman, 52-56). Two mills eventually were built, the first in 1837, to take advantage of the Franklin River's waterpower. One of them still stands today at Franklin and Fourteen Mile Roads.

In 1833, George Matthews bought part of Bullock's farm. He had hoped to build a mill where the current Franklin Cider Mill stands on the north side of the village. Matthews, however, was never able to make money as most of his capital went into labor and lumber, and his lands were taken over by William Sears. IN 1836, Col. Peter Van Avery of Detroit exchanged land that he owned in Detroit for the land Sears had taken over from Matthews.

Van Every also purchased the remainder of Bullock's land and became a large landowner and prominent figure in Franklin. He agreed not to subdivide his new land holdings for a period "within fifteen years" (Cannon, 18) after purchase. Van Every was successful in erecting a grist mill in Franklin. Mills were abundant in the area and at one time there was one at least every mile up and down the river. Peter Van Every eventually owned 1500 acres in Franklin and the surrounding townships. He and his wife had fourteen children, allowing the Van Every legacy to continue for some time in the Franklin area. They built and lived in many early houses and ran businesses in the village. Peter Van Every's fortunes eventually ran out, however, and his large landholdings were heavily mortgaged at the time of his death. Several buildings that were built by Van Every remain in Franklin today, including the Franklin Mill (7450 Franklin Road), the Franklin Cottage Tavern (26210 Franklin Road), and the Temperance Hotel (32800 Franklin Road).

In 1849, George Congleton opened a carriage and blacksmith shop next to his home on Franklin Road that provided tools, horseshoes, and implements as well as wagons and buggies. The building continued in its original use through several subsequent owners, and later went on to house a variety of specialty shops, including an antique store, gift store and a flower shop. Today, after reconstruction from a devastating 1979, fire, the building houses the Franklin Grill. The original Congleton house, an 1840 frame Greek Revival, still stands next to the building.

A quote from a letter in the book *All About Franklin* describes Franklin in 1855 as, "about twenty dwellings-not elegant, but simple and comfortable, of various patterns and proportions" (Cannon, 23). In 1860, the first church building of the First Methodist Protestant Church was built in Franklin, located on German Mill Road.

Franklin grew slowly for the rest of the nineteenth century. As the years and technology advanced, Franklin had its first telephone in 1908 in the "brick store" (the current Market Basket), and in 1925 electricity was installed in many homes and businesses (Cannon, 71). The automobile arrived in 1915. During World War One, residents did their part in supporting the troops by knitting socks and gloves, and going without certain luxuries such as meat. Savings were spent on war bonds.

After the war, and with the increasing popularity of the automobile, many Detroit residents relocated to the suburbs, especially those located along the Woodward Avenue corridor (M-1). This eventually brought many people to Southfield and Bloomfield Townships. This period saw the beginning of the development of the surrounding area with large homes and estates. Well known Bloomfield Township residents such as Albert Kahn, James Couzens and George Booth all built expansive estates at this time and, unknowingly, made way for massive future development in the area.

Franklin's third school building, built in 1869, caught fire and burned to the ground in January of 1922. A new building was built in 1923 with money from Southfield Township at the northeast corner of Franklin Road and Romany Way. This building was much larger than the one-room school it replaced, making room for the increasing population of Franklin (Cannon, 81). With two additions, it is still in use as a private school today.

Franklin developed informally, piecemeal, without an official plat, largely to the east of Franklin Road as early owners sold off parts of their properties, and narrow lanes were opened to provide access to lots off Franklin Road. The west side of Franklin Road remained mostly undeveloped until 1926, when a formal plat was laid out for a new residential area to the west of Franklin Road from just north of the cemetery to Fourteen Mile Road. According to the plat map, the land encompassed by the plat was to be known as "Franklin Village, a subdivision of N. ½ of Sec. 6, T. 1 N., R. 10 E. Southfield Township, Oakland County, Michigan." The plat included large residential lots on artfully curving streets, setting the stage for the exclusive class of development that subsequently took place in Franklin. One year later, in 1927, the area to the east of Franklin Road between Scenic Highway and Fourteen Mile Road was platted as Supervisors Plat No. 8, formalizing the unplatted development that had previously occurred.

Some of the proposed 1926 Franklin Village plat was completed, but some of the roads never existed beyond 'paper.' Remarkably, one large area of the plat was never developed, resulting in a grand open space on Franklin Road that is now known as the village green. Local businessman George Wellington Smith preserved most of this land as open space for years after platting it, finally selling off large pieces of it between 1954 and 1973 to the Village of Franklin, the Franklin Community Association and the Franklin Community Church. These sales assured the future preservation of the green space. In 1954, the congregation of the German Mill Church was looking for land on which to build a new church building that would accommodate their needs for church, school classrooms and more sanctuary seating. George Wellington Smith donated four lots and sold six more on the village green for the church site. The Franklin Community Church was completed in 1956. Then in 1957, the IRS posted a tax sale notice on two acres of George Wellington Smith's land on Franklin Road in an attempt to collect a half million dollars in unpaid taxes. Four Franklin residents purchased two acres from Smith, and in 1961 they offered the land to the Village of Franklin with a ten-year purchase agreement. In addition, the Franklin Community Association began purchasing portions of the village green. In 1959, they bought a large portion from George Wellington Smith, and three adjoining lots were purchased from two other land owners in 1959 and 1960. The Village of Franklin purchased the remainder of the village green in 1973. The small piece of property where the Village Hall is located was purchased from a businessman named Owen Hall, and another large piece of land adjoining the cemetery was purchased form George Wellington Smith. The combined land of these purchases has

resulted in a green space that is approximately 12 acres in size. This large public space makes a significant contribution to Franklin Village's ambience.

The end of the Second World War saw the beginnings of the massive wave of development in Franklin and surrounding areas that continues unabated today. New housing developments of large colonials and ranches – often of architecturally distinguished design-on large lots on narrow, tree shaded winding streets replaced the pre-war pattern of farms and woodland around the present historic district in the late 1940s, 50s, and 60s. These early post-war subdivisions surrounding the historic district contribute to Franklin's aesthetic character and appeal.

The new population growth that began after World War II resulted in new commercial, civic, and church buildings along and near Franklin Road within the district. The first was a gas station built in 1946. Its colonial-inspired design and red brick and white painted woodwork served as a model for future development along the Franklin Road corridor. The Franklin Community Church (1956), fire station (1959), post office (1959), and a bank and commercial building (1959 and 1960) all follow the red brick and white trim formula. These buildings together possess exceptional significance in terms of the Planning and Community Development context because they represent the beginnings of the now more than fifty-year period of intensive suburban growth in this area. The buildings also play a major role in defining the visual character of the Franklin Road corridor in the historic district.

Until 1954, Franklin was an unincorporated village within the Township of Southfield. In 1953, Southfield Township proposed incorporating the entire township as a city. Franklin residents, however, wanted to retain the village character of Franklin, and therefore did not want to become a part of a larger city. After organizing a Charter Committee, Franklin voted to incorporate as a village on June 15, 1954.

In 1966, an area developer wanted to build contemporary condominiums near the banks of the river and German Mill Road. The village council denied the building permit, and the matter was taken to court. The judge ruled that the village must issue the building permit, and in 1972 *The Ravines* condominiums were constructed. This started a movement to ensure that Franklin would have more control over any development within the village. The Franklin Historical Society began efforts to enact zoning laws to prevent such development. A few years earlier, the same organization also began efforts to list Franklin Village in the National Register of Historic Places, and on February 10, 1969 Franklin became the first historic district in Michigan listed in the National Register of Historic Places. (Cannon, 125-126).

Franklin continues to develop today, though not as rapidly as the surrounding areas. Large subdivisions continue to sprawl over the area and threaten the boundaries of the Village. Yet, upon coming over the hill into the village center, there is a feeling of stepping back in time, even though busy Michigan Highway US 24 (Telegraph Road) is the eastern boundary of Franklin, and development completely surrounds the hilly, tree-laden historic district. This feeling continues along the narrow, wooded streets in the center of the village, with its carefully preserved architecture. In hindsight, perhaps it was fortunate that the village did not develop rapidly, as it was able to maintain its rural character, even while being surrounded by some of the heaviest development in Southeast Michigan.

#### **Thematic Narrative**

The Franklin Local Historic District is important in terms of the following National Register areas of significance: Exploration and Settlement, Agriculture, Commerce, Invention, Architecture and Community Planning and Development.

However, for the purposes of this district modification, the Thematic Narrative will concentrate on Exploration and Early Settlement, Agriculture, Architecture and Community Planning and Development

#### **Exploration and Early Settlement**

Franklin was the first village established in Southfield Township, and was an early settlement in Oakland County. A surprising number of its earliest buildings have survived. Dillucena Stoughton was the first white man to purchase land in what would be Franklin Village. He purchased 80 acres of land from the government in 1824. Stoughton came to Michigan from New York, along with thousands of New Yorkers and New Englanders who settled in the Michigan Territory between 1820 and 1840. Six weeks after Stoughton's land purchase, Elijah Bullock, another New Yorker, purchased over 240 acres on what is now the west side of Franklin Road. Subsequent early settlers were also of Yankee stock and reflected the predominant pattern of settlement in Oakland County by people from New York and New England.

A number of properties in the original Franklin Village Local Historic District date from this early settlement period, and reflect the predominant architectural characteristics of New England and New York. The Peter Van Every House/Franklin Cottage Tavern (26210 Evelyn Court) was built in 1833 by Peter Van Every, an early settler from Detroit. The Van Every Grist Mill (7450 Franklin Road) was built by Van Every in 1837. The H.S. Cox Schoolhouse at 32310 Franklin Road was also built during this early settlement period. The Broughton House at 32325 Franklin Road, now the Village Hall, has a Greek Revival portion that was likely built about 1820. The Franklin Hotel (32751 Franklin Road) and the Temperance Hotel (32800 Franklin Road) were also built during this period.

There are also a number of properties dating from this early settlement period that were located out a distance from the village center and main commercial thoroughfare. These properties were primarily small farms run by small families that had also traveled from the New England area. The Worthing/Farynk House (30440 Franklin) was built in 1848 by early settler Jonathan Worthing. The Kreger House (32325 Franklin Road /Historic: 26565 Scenic Drive) property was owned by Hamilton and Lucius Miller from 1848-the mid-1860s; they may have built the home which was moved to its current location in 2008. The John Lock House (26475 Scenic Drive) was built around 1860 by John Lock, an immigrant from England. The Joseph Pickering House (25520 Thirteen Mile Road) was built in 1850 by Franklin pioneers Melvin and Harriet Drake. The Leet/Orlando House was constructed in 1872 by an early Franklin farming family headed by Alanson H. Leet.

#### Agriculture

There were many small farms that dotted the outskirts of early Franklin during the mid-1850s to the early 1900s. Several of the properties that are the subject of this district modification survey are included in this thematic category, including The Worthing/Farynk House and Farm (30440 Franklin) that consisted of 160 acres in 1848, The Joseph Pickering House and Farm (25520 Thirteen Mile Road), listed as the location of "crock and livestock wells", The Leet/Orlando House and Farm (25905 Romany) which included a 48 acre potato farm in 1872, and the Kreger House (32325 Franklin Road /Historic: 26565 Scenic Drive) that was utilized as a small farm that produced

potatoes and corn, along with pigs, cows, chickens and a small fruit orchard by the Johnston family in the early 1900s.

#### **Architecture**

The architecture of the Franklin Historic District creates a unified ensemble of architectural scale, design, and styles that depict the building evolution of the village. The varying types and styles can be viewed as markers of important architectural periods and as milestones of external influences upon the village. Few of the homes and commercial buildings in Franklin are examples of "High style" architecture. Most are good examples of vernacular forms.

A majority of the early Euro-American settlers in southeastern Michigan came from New York and New England. Franklin was originally established in the northeast corner of Section 6, Township 1 North, Range 10 East, Southfield Township. According to the original patent deeds, six of the original seven men who obtained land patents for Section 6 were from Niagara County, New York. The early settlers from New York brought New England folk building traditions with them, and many of Franklin's early homes reflect these traditions. These building traditions can also be seen throughout southeastern Michigan. These early houses in Franklin's historic district can be described as vernacular, with little formal styling. Many adhere to massing and floor plan traditions that can be traced to New England antecedents, such as the New England One and a Half cottage, the Gable-Front, and the Upright and Wing folk house types. These common house types, however, are equally as important as high style examples because they are expression of the vernacular culture brought to the area by its early American settlers.

Many of Franklin' earliest buildings also incorporated Greek Revival stylistic elements, which were popular nationally during the first half of the nineteenth century. New England settlers all over southeastern Michigan decorated their traditional folk houses with Greek Revival details, and these homes in elements can still be seen in a large number of examples. The Kreger House (32325 Franklin Road /Historic: 26565 Scenic Drive) is one example with Greek Revival detailing such as a front gable with prominent eave returns.

There are a number of mid-19<sup>th</sup> century vernacular farmhouses, which is the standard early architectural type in the current local district. One of the resources recommended to be added to the district include examples of this type. The Joseph Pickering House and Farm (25520 Thirteen Mile Road), is a two-story side-gabled vernacular farmhouse built in 1850.

A small number of brick Colonial-inspired commercial and public buildings dating from the late 1940s to 1960 prosses exceptional significance in both defining the village business district's architectural character in the years since then and in represent the beginnings of the post -war building boom. Several of these are included in the recommendations to the district modification, including The Franklin Community Church (26425 Wellington) which was built in 1956, is an outstanding example of a brick Neoclassical Colonial Revival small community church building.

Additionally, the pre-war period of expansion from the hustle and bustle of Detroit's city center drew wealthier industrialists seeking respite from the dirty, loud city. This resulted in the creation of many large estate-like properties located on acreage with rolling hills, numerous shade trees and residential building complexes that include several buildings. One such example is the Newhouser/Meldrum House (32020 Franklin) a prime example

of a Chateauxesque Tudor Revival style estate home, including a carriage house and recessed garage, which is included in the Franklin Village National Register Historic District.

#### Conclusion

Michigan is dotted with many small towns and villages that once were early settlements. However, Franklin has maintained its settlement roots by preserving its mix of vintage commercial, residential, transportation, industrial, civic, and governmental functions. Franklin values its collection of historic structures, its history as a representation of a period of time, and its distinction of having been designated the first historic district in Michigan to be accepted into the National Register of Historic Places.

#### **Bibliography**

Cannon, Bettie Waddell. All About Franklin from Pioneers to Preservation. Michigan: The Franklin Historical Society, 1979.

Commonwealth Cultural Resources Group. Franklin Early Suburbanization, 1999.

Commonwealth Cultural Resources Group, Inc. Franklin Farmhouse a Non-Contiguous Local Historic District: Franklin Historic District Study Committee Report, 1998.

Franklin Community Church: Consecration Services, 1956.

Franklin Community Church. "Our 125th Anniversary," 1965.

Harryvan, Eileen. Interview with current owner Janin Meldrum, 2019.

HP Associates. Intensive Study for 26475 Scenic Drive, 1994.

HP Associates. Intensive Study for: 25300 Thirteen Mile Road, Franklin, MI 48025, 1997.

Oakland County Register of Deeds

Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991.

Wendler-Lovell, Jennifer. Village of Franklin National Register Historic District Survey, 2006.

### **Index of Surveyed Properties**

30440 Franklin Road

32020 Franklin Road

32325 Franklin Road

25520 Thirteen Mile Road

26475 Scenic Drive

26425 Wellington Road (Franklin Community Church)

Franklin Community Association (FCA) Property

# **Michigan SHPO Architectural Properties Identification Form**Property Overview and Location

SHPO Concurrence?: Y / N



					PRESERVATION OFFICE	
Street Address	3044	40 Franklin Road				
City/Township, State, Zip Co	ode Fran	klin, MI 48025				
County		Oakland				
Assessor's Parcel #	24-0	7-251-009				
Latitude/Longitude (to the 6th	n decimal p	point) Lat: 42.51	1118	Long: -83.3	3094880	
Ownership Private 🗵	Publ	lic-Local P	ublic-State	Public-Fed		
Property Type		(Ins	sert primary photogr	aph below.)		
Building Select sub-type	below S	Structure 🛛				
Commercial		_		especially.		
Residential 🛛	0	Object		A 1945		
Industrial 🗌		,				
Other						
<b>Architectural Information</b>					à	
Construction Date 1	848, remo	deled 1939	公理省上			
		farmhouse	A THE SE	TAN		
	abled Ell					
Roof Form			The second of	To the state of		
Roof Materials W	ood/Shing	gle			The second secon	
Exterior Wall Materials W	/ood/Weat	therboard/Stone				
Foundation Materials S	tone/Cond	rete				
Window Materials W	/ood/Vinyl					
Window Type D	ouble hun	g, varied lights				
Outbuildings	Yes 🗌	No 🛛				
Number/Type:						
Eligibility						
Individually Criterion	4 🛛	Criterion B	Criterion C	Criterion [	э П	
Eligible	_	_	_		_	
Criteria Considerations:		a. 🛛 b. 🖾 c. 🛭	d. 🛛 e. 🖾	f. 🛛 g. 🖂		
Component of a Contributi	ng to a	Non-contributing	Historic District Na	ame: Villaç	ge of Franklin Local Histori	
Historic District district		to a district		Distr	ict	
Not Eligible						
Area(s) of Significance	Archited	cture				
Period(s) of Significance	1848-19					
Integrity – Does the property			ne of the 7 aspects	>		
Location Design					ing 🛛 Association 🖂	
General Integrity:	Intact 🗵			ved	Date(s):	
Historic Name		ng House		.54 🗀	1 50.0(0).	
Current/Common Name	Farnyk	_				
Historic/Original Owner Jonathan Worthing						
Historic Building Use	Resider					
Current Building Use	Resider					
Architect/Engineer/Designer		emodel - Lester Wal	do			
Builder/Contractor	_			odel - Jennir	ngs Morse/Art Kreger	
	July	Condition			.go.ogoi	
Survey Date	Reco	orded By Amand	da D. Davis	Agency	Report #	

Date:

For SHPO Use Only

#### **Narrative Architectural Description**

Provide a detailed description of the property, including all character defining features and any accessory resources.

Two-story cross-gabled frame house with a three-car attached garage at the rear. The front facing gable has been faced in stone, and there is a bay window on the first story. There is a small shed roof entry porch at the intersection of the gables. Windows are divided light, and there are two gabled wall dormers on the façade.

#### **History of the Resource**

Provide information on previous owners, land use, construction and alteration dates in a narrative format. <u>This is required</u> for all intensive level surveys and designation and recommended for other identification efforts.

This house is located on what was once a 160-acre farm owned by the Worthing family. The property was subdivided in 1948 to create the Stone Oaks Subdivision. The original house was built by early Franklin settler Jonathan Worthing in 1848, who registered the land purchase with the Village in 1826. Worthing was a trustee for the Franklin Cemetery around the time that the house was built. The house was extensively remodeled in 1939 by then owner Jennings Morse with a complete redesign by architect Lester Waldo, when the side wing, breezeway and garage were added. The main structure of the original home and the hand-hewn interior beams therein were used in the reconstruction process; however, the original form and layout have been lost. Fieldstones were sourced from the surrounding farmland and used as exterior treatment on the façade. Local builder Art Kreger was the contractor on that project. Various generations of the Farynk family have used the home as a residence since 1955.

Title Search: 1949, J.J. Morse to M.H. Danker; 1955, M.H. Danker to W. Farynk, 2001, W. Farynk Tr to W. Farynk Jr.

T1N, R10E, SEC 7 Stoneoaks, Lot 30

#### Statement of Significance/Recommendation of Eligibility

Provide a detailed explanation of the property's eligibility for the National Register, including an evaluation under at least one of the four criteria, discussion of the seven aspects of integrity, and recommendations about eligibility. <u>This is required for all properties.</u>

This resource is recommended as eligible for inclusion as a contributing resource in the Village of Franklin Local Historic District under Criteria A: Event (Early Settlement), Criteria B: Person and Criteria C: Architecture.

Several individuals significant to local history are associated with the residence located at 30440 Franklin Road, including original owner/builder, Jonathan Worthing, one of Franklin's earliest settlers and a trustee of the first board of the Franklin Cemetery; as well as Walter Farynk, who was a professor of photography at both the Center for the Creative Studies and Wayne State University, and who had a prolific 35-year career as a commercial photographer with General Motors, producing photography for the original Corvair advertising brochure, among many other campaigns.

The resource retains integrity under all of the seven aspects, including historic location, design, setting, materials, workmanship, feeling and association: The house sits on its original historic location; the design of the structure has been extensively altered from the 1848 original; however, the "modernization" and updated remodeling that occurred in the late 1930s, retains the level of materials and workmanship of the original structure including repurposing of hand-hewn beams and fieldstones sourced from the surrounding farmland; the property retains the original setting of the structure on a large wooded lot along a main thoroughfare; the structure retains intact historic materials such as siding, windows and brickwork; the historic workmanship of the home has remained unchanged and matched when repair became necessary; the retention of the original setting leads to integrity of feeling of a home on the outskirts of the village; the home has remained under association with a variety of significant persons throughout local history.

It is recommended that the residence located at 30440 Franklin Road be added to the Franklin Village Local Historic District as a contributing resource.

#### References

List references used to research and evaluate the individual property.

Cannon, Bettie Waddell. All About Franklin from Pioneers to Preservation. Michigan: The Franklin Historical Society, 1979.

Crumb, Edith B. "House Built in 1848 Rebuilt Into Model Modern Farm Home." *The Detroit News.* March 19, 1939, page 19.

Commonwealth Cultural Resources Group. 19th Century Franklin Farmhouses, 1999.

**Oakland County Register of Deeds** 

Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991.

Wendler-Lovell, Jennifer. Village of Franklin Historic and Architectural Survey, 2006.

Walter Farynk Photography Portfolio by MotorCityPaper, located at: https://www.flickr.com/photos/34088674@N05/albums/72157614219364625

# **Michigan SHPO Architectural Properties Identification Form**Property Overview and Location



					PRESERVATION OFFICE
Street Address	32	020 Franklin Road	d		
City/Township, State, Zip	Code Fra	anklin, MI 48025			
County	Oa	ıkland			
Assessor's Parcel #	24	-06-280-003/24-0	6-200-003		
Latitude/Longitude (to the	6 <sup>th</sup> decima	I point) Lat: 42	2.522767	Long: -83	3.3047537
Ownership Private 🖂	Pu	blic-Local 🗌	Public-State	Public-Fe	ederal 🗌 Multiple 🗌
Property Type			(Insert primary photog	raph below	<i>(.</i> )
Building Select sub-type Commercial Residential Industrial Control Con	oe below -	Structure   Object			
Other Architectural Informatio	l				
				N W W	
Construction Date	1929	2 -1		W.W.W.	
Architectural Style	Tudor Re	/ival			
Building Form	Irregular				4100
Roof Form	Irregular				
Roof Materials	Slate				
Exterior Wall Materials	Brick, woo	od			
Foundation Materials	Concrete		Section 1		
Window Materials	Steel, wo				
Window Type	Casemen				
Outbuildings	Yes 🛚	No 🗆			
Number/Type:	2/carriage	house/garage			
Eligibility					
Individually Criterio	n A	Criterion B	☐ Criterion C ☐	Criterio	n D
Criteria Considerations:		a. 🛛 b. 🖂	c. 🛛 d. 🖾 e. 🖂	f. 🛛 g. [	$\overline{\mathbb{X}}$
	uting to a	Non-contributin to a district		ame: Vil	lage of Franklin Local Historic strict lage of Franklin National
				Re	egister Historic District
Not Eligible					
Area(s) of Significance	Archit	ecture			
Period(s) of Significance	1929				
Integrity – Does the prope	rty posses	s integrity in all or	some of the 7 aspects	?	
Location Design			manship 🗵 Settin		eeling 🛛 Association 🖂
General Integrity:	Intact		ered 🛛 M	oved 🗌	Date(s):
Historic Name		ouser House			
Current/Common Name Meldrum House					
Historic/Original Owner		Gracey			
Historic Building Use	Resid				
Current Building Use	Resid				
Architect/Engineer/Design	er Purpo	rted to be: Willian	n E. Kapp of Smith, Hir	nchman, G	rylls
Builder/Contractor					
Survey Date	Re	corded By Am	nanda D. Davis	Agend	cy Report #
<del>-</del>		<u> </u>		. <del> </del>	

Date:

SHPO Concurrence?: Y / N

#### **Narrative Architectural Description**

Provide a detailed description of the property, including all character defining features and any accessory resources.

32020 Franklin Road is a Tudor style house with a concrete foundation, brick walls and a slate roof. It is a two-story house with cross gables, dormer windows, patterned brickwork and a two-story turret. There is a large chimney on the front façade and small balcony on the side elevation. There is a one-story flat-roofed addition on the corner of the south & east elevations. There is also a large contributing three bay brick carriage house/garage with flared slate roof and a contributing two-car brick garage recessed below the house. The structure is located on a 3-acre wooded lot.

#### **History of the Resource**

Provide information on previous owners, land use, construction and alteration dates in a narrative format. <u>This is required</u> for all intensive level surveys and designation and recommended for other identification efforts.

The property on which the home at 32020 Franklin Road is built was originally owned by A.A. Rust, township supervisor, treasurer, postmaster, business owner, church leader, and prolific landowner in Franklin. The land is shown in his ownership from 1845 -1908. This home was contracted by owner C.H. Gracey to be designed and built by Architect William E. Kapp of Smith, Hinchman, Grylls. Local legend contends that Gracey traveled to Europe with Mr. Kapp to gather ideas for the design of the home, and upon returning, lost all of his fortune in the stock market crash. Mr. Gracey had just enough left to finish building the home; however, he was never able to live in it. From 1949 to 1966, Detroit Tigers Baseball Pitcher and Hall of Famer, Hal Newhouser, owned the home and lived in it. Chuck Jordan, Vice President of Design for General Motors from 1986-1992, owned the home in the mid-to-late 1970s. Mr. Jordan was the Chief Designer for many of GM's popular luxury vehicles, including the 1959 Cadillac and the Chevrolet Cavalier.

Title search: Before 1939, part of lot 55 (ex. Par) Rayner to Smith; 1939, C.H. Gracey to O.J. Shore; 1949, K.L. Fraser to James S. Holden Co.; 1949, Holden to H. Newhouser; 1966, Newhouser to D. C. Long; 1974, D.C. Long to R. Politi; 1978, C./S.Jordan to J./V.Abbott; 1984, J./V.Abott to R.J./J. Meldrum.

#### Statement of Significance/Recommendation of Eligibility

Provide a detailed explanation of the property's eligibility for the National Register, including an evaluation under at least one of the four criteria, discussion of the seven aspects of integrity, and recommendations about eligibility. <u>This is required</u> for all properties.

This resource is recommended as eligible for inclusion as a contributing resource in the Village of Franklin Local Historic District under Criteria B: Person and Criteria C: Architecture.

32020 Franklin Road is believed to be designed and constructed by Architect William E. Kapp, of Smith, Hinchman, Grylls, who also designed National Historic Landmark Meadowbrook Hall in Rochester, Michigan. The property is also associated with one of Franklin's earliest settlers, A.A. Rust, who made significant contributions to early Franklin society holding several Village Office positions, including postmaster, as well as being the owner of the A.A. Rust Store on Main Street. Later notable residents associated with the home are Hal Newhouser, Detroit Tigers Pitcher and Hall of Famer, as well as Chuck Jordan, prolific Design Professional with General Motors, both of whom lived in the home during the time of success in their respective careers.

The resource retains integrity under all of the seven aspects, including historic location, design, setting, materials, workmanship, feeling and association. The resource remains on its historic location, the structure is a prime example of a Chateauxesque Tudor Revival style home, designed by a master architect; he home includes many elements of fine workmanship and original materials including patterned brickwork and custom masonry, leaded glass windows, custom lighting features. The setting of the estate along Franklin Road, the main thoroughfare of the Village on a multi-acre wooded parcel carries significance in expressing the feeling of a home in the woods that has the ease and accessibility of the suburbs; close to amenities while maintaining distance from the noise and pollution of the city. This property stands as a harbinger of the mid-later twentieth century estate development that currently surrounds the Village. The home has been associated with several figures significant to both local and national history.

This structure is currently listed as Contributing in the Village of Franklin National Register Historic District.

It is recommended that the structure located at 32020 Franklin Road be added to the Franklin Village Local Historic District.

#### References

List references used to research and evaluate the individual property.

Cannon, Bettie Waddell. All About Franklin from Pioneers to Preservation. Michigan: The Franklin Historical Society, 1979.

Harryvan, Eileen. Interview with current owner Janin Meldrum, 2019.

Oakland County Register of Deeds

Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991. Wendler-Lovell, Jennifer. Village of Franklin Historic and Architectural Survey, 2006.

# **Michigan SHPO Architectural Properties Identification Form**Property Overview and Location

SHPO Concurrence?: Y/N



Street Address							PRESERVATION OFFICE
County	Street Address	Cu	rrent: 32325 Fra	nklin	Road Historic: 26	565 Sc	cenic
County	City/Township, State, Zip	Code Fra	anklin, MI 48025				
Latt 42.525100		Oakland					
Property Type	Assessor's Parcel #	Cu	rrent: 24-06-253	-024	Historic: 24-06-40	1-001	
Property Type	Latitude/Longitude (to the						g: -83.306174
Building S select sub-type below Commercial Residential S Industrial Object Diplect Industrial Directors Industria				Pι	ublic-State		
Commercial Residential Dobject	Property Type	·		(Ins	ert primary photogr	aph b	elow.)
Construction Date	Commercial Residential Industrial	pe below -	<u> </u>		in -		
Architectural Style	Architectural Information	on			_		
Building Form Upright and Wing Roof Form Front gable Roof Materials asphalt Exterior Wall Materials Wood Foundation Materials Stone Window Materials Wood/weatherboard Window Type 6/6 double hung Outbuildings Yes No Number/Type: 2/barn, shed  Eligibility  Individually Criterion A Criterion B Criterion C Criterion D Eligible Criteria Considerations: Component of a Contributing to a Mon-contributing to a district Mot Eligible Not Eligible Area(s) of Significance Architecture Period(s) of Significance 1860 Integrity — Does the property possess integrity in all or some of the 7 aspects? Location Design Materials Workmanship Setting Feeling Association General Integrity: Integrity — Does the property possess integrity in all or some of the 7 aspects? Location Design Materials Workmanship Setting Feeling Date(s): 12-18-2008 Historic Name Kreger House Current/Common Name Kreger House Historic/Original Owner Josiah Barklay Historic/Original Comer Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #						-	
Roof Form	Architectural Style	Greek Re	vival				
Roof Materials   Asphalt   Exterior Wall Materials   Wood   Foundation Materials   Stone   Window Materials   Wood/weatherboard   Window Type   6/6 double hung   Outbuildings   Yes   No   Number/Type: 2/barn, shed    Eligibility   Individually   Criterion A   Criterion B   Criterion C   Criterion D   Eligible   Criteria Considerations:   a.   b.   C.   d.   Q.   E.   f.   Q.   Q.   Component of a   Contributing to a district   district   district   district   to a district   Not Eligible   Area(s) of Significance   Architecture   Period(s) of Significance   1860   Integrity - Does the property possess integrity in all or some of the 7 aspects? Location   Design   Materials   Workmanship   Setting   Feeling   Association   General Integrity:   Intact   Altered   Moved   Date(s): 12-18-2008   Historic Name   Kreger House   Historic Grignal Owner   Josiah Barklay   Historic Building Use   Residence   Current/Common Name   Reger House   Historic Building Use   Residence   Current/Contractor   Possibly Josiah Barklay   Builder/Contractor   Possibly Josiah Barklay   Survey Date   Recorded By   Amanda D. Davis   Agency Report #	Building Form	Upright ar	nd Wing	1			
Exterior Wall Materials   Wood   Foundation Materials   Stone   Window Materials   Wood/weatherboard   Window Type   6/6 double hung   Outbuildings   Yes   No   Number/Type:   2/barn, shed   Eligibility  Individually   Criterion A   Criterion B   Criterion C   Criterion D   Eligible   Criteria Considerations:   a.   b.   C.   d.   Q.   E.   f.   q.   Q.   Component of a   Contributing to a   Non-contributing   Historic District   district   district   Use a district   Not Eligible   Workmanship   Setting   Feeling   Association   Area(s) of Significance   1860   Integrity - Does the property possess integrity in all or some of the 7 aspects? Location   Design   Materials   Workmanship   Setting   Feeling   Association   General Integrity:   Intact   Altered   Moved   Date(s): 12-18-2008   Historic Name   Kreger House   Historic Guilding Use   Residence   Current/Common Name   Kreger House   Historic Building Use   Residence   Current Building Use   Community Center   Architect/Engineer/Designer   Builder/Contractor   Recorded By   Amanda D. Davis   Agency Report #		Front gab	le				
Foundation Materials					The state of the state of		
Window Materials       Wood/weatherboard         Window Type       6/6 double hung         Outbuildings       Yes	Exterior Wall Materials	Wood	Wood				LACOUR TERM
Window Type 6/6 double hung   Outbuildings Yes ☑ No ☐   Number/Type: 2/barn, shed      Criterion C ☑ Criterion D ☐   Eligibility   Individually Eligible Criterion A ☑ Criterion B ☑ Criterion C ☑ Criterion D ☐   Component of a Contributing to a district ☑ to a district ☑ to a district ☐ Non-contributing Historic District Name: Village of Franklin Local Historic District   Not Eligible ☐ Architecture   Area(s) of Significance Architecture   Period(s) of Significance 1860   Integrity - Does the property possess integrity in all or some of the 7 aspects?   Location ☐ Design ☑ Materials ☑ Workmanship ☑ Setting ☐ Feeling ☐ Association ☑   General Integrity: Intact ☐ Altered ☐ Moved ☑ Date(s): 12-18-2008   Historic Name Kreger House   Current/Common Name Kreger House   Historic Building Use Residence   Current Building Use Community Center   Architect/Engineer/Designer Possibly Josiah Barklay   Survey Date Recorded By Amanda D. Davis Agency Report #							
Outbuildings       Yes       No         Number/Type:       2/barn, shed         Eligibility         Individually Eligible       Criterion A       Criterion B       Criterion C       Criterion D         Criteria Considerations:       a. □ b. ☑ c. □ d. ☑ e. ☑ f. □ g. ☑         Component of a Contributing to a district ☑       Non-contributing Historic District Name:       Village of Franklin Local Historic District Name:         Not Eligible □       Architecture         Area(s) of Significance       Architecture         Period(s) of Significance       1860         Integrity - Does the property possess integrity in all or some of the 7 aspects?         Location □ Design ☑ Materials ☑ Workmanship ☑ Setting □ Feeling □ Association ☑         General Integrity:       Intact □ Altered □ Moved ☑ Date(s): 12-18-2008         Historic Name       Kreger House         Current/Common Name       Kreger House         Historic Building Use       Residence         Current Building Use       Community Center         Architect/Engineer/Designer       Possibly Josiah Barklay         Survey Date       Recorded By Amanda D. Davis       Agency Report #							
Number/Type: 2/barn, shed							
Individually							
Individually	Number/Type:	2/barn, sh	ed	]			
Eligible	Eligibility						
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Not Eligible ☐				ing	Historic District Na	ame:	
Area(s) of Significance			to a district				DISTRICT
Period(s) of Significance       1860         Integrity – Does the property possess integrity in all or some of the 7 aspects?         Location □ Design ☑ Materials ☑ Workmanship ☑ Setting □ Feeling □ Association ☑         General Integrity:       Intact □ Altered □ Moved ☑ Date(s): 12-18-2008         Historic Name Current/Common Name Historic/Original Owner Josiah Barklay       Kreger House         Historic Building Use Current Building Use Architect/Engineer/Designer Builder/Contractor       Community Center         Architect/Engineer/Designer Builder/Contractor       Resorded By Amanda D. Davis       Agency Report #	-						
Integrity – Does the property possess integrity in all or some of the 7 aspects?  Location □ Design ☑ Materials ☑ Workmanship ☑ Setting □ Feeling □ Association ☑ General Integrity: Intact □ Altered □ Moved ☑ Date(s): 12-18-2008  Historic Name			ecture				
Location □ Design ☒ Materials ☒ Workmanship ☒ Setting □ Feeling □ Association ☒  General Integrity: Intact □ Altered □ Moved ☒ Date(s): 12-18-2008  Historic Name Kreger House  Current/Common Name Kreger House  Historic/Original Owner Josiah Barklay  Historic Building Use Residence  Current Building Use Community Center  Architect/Engineer/Designer  Builder/Contractor Possibly Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #							
General Integrity: Intact  Altered  Moved  Date(s): 12-18-2008  Historic Name  Kreger House  Current/Common Name  Kreger House  Historic/Original Owner  Josiah Barklay  Historic Building Use  Residence  Current Building Use  Community Center  Architect/Engineer/Designer  Possibly Josiah Barklay  Survey Date  Recorded By Amanda D. Davis  Agency Report #							
Historic Name Kreger House Current/Common Name Kreger House Historic/Original Owner Josiah Barklay Historic Building Use Residence Current Building Use Community Center Architect/Engineer/Designer Builder/Contractor Possibly Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #							3
Current/Common Name Kreger House Historic/Original Owner Josiah Barklay Historic Building Use Residence Current Building Use Community Center Architect/Engineer/Designer Builder/Contractor Possibly Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #				tered	∐ Mo	ved 🗵	Date(s): 12-18-2008
Historic/Original Owner  Historic Building Use  Current Building Use  Architect/Engineer/Designer  Builder/Contractor  Possibly Josiah Barklay  Survey Date  Recorded By Amanda D. Davis  Agency Report #							
Historic Building Use Residence Current Building Use Community Center Architect/Engineer/Designer Builder/Contractor Possibly Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #							
Current Building Use Community Center  Architect/Engineer/Designer  Builder/Contractor Possibly Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #							
Architect/Engineer/Designer Builder/Contractor Possibly Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #							
Builder/Contractor Possibly Josiah Barklay  Survey Date Recorded By Amanda D. Davis Agency Report #			nunity Center				
Survey Date Recorded By Amanda D. Davis Agency Report #							
	Builder/Contractor	Possi	biy Josiah Barkla	ay			
	Survey Date	Re	corded By A	mand	a D. Davis	A	gency Report #
/u					29		

Date:

For SHPO Use Only
Form date: 6/25/2019

#### **Narrative Architectural Description**

Provide a detailed description of the property, including all character defining features and any accessory resources.

One-and-one-half story Greek Revival style Upright and Wing frame house. The wing has a shed roof and an engaged porch supported by thin columns. The Upright portion is front gabled, with prominent eave returns. Windows are 6/6 light double hung with shutters. Architectural details include a wide frieze band at the roof line and pilasters at the corners of the upright element.

There is a contributing gabled barn and shed also included in this property.

#### **History of the Resource**

Provide information on previous owners, land use, construction and alteration dates in a narrative format. <u>This is required</u> for all intensive level surveys and designation and recommended for other identification efforts.

The property was owned by Hamilton and Lucius Miller from 1848-the mid-1860s; they may have built the home. Charles and Grace Johnston purchased the property in 1901. The Johnston's continued to utilize the property as a small farm that produced potatoes and corn, along with pigs, cows, chickens and a small fruit orchard. The farmland surrounding the house was sold off by the Johnston & Kreger families in the 1920s. The Johnston's daughter, Cora Kreger, and her husband Art, were given the house in 1918. Art Kreger was a builder who constructed many homes in Franklin. The Kregers lived in the house until their death in the 1980s. The Kreger's daughter, Maxine Kreger Nelson, inherited the house after their death and lived there until her death in 2006. The Kreger Farmhouse, barn and shed were donated to the Franklin Village Historic Society by the Bauer family, who were the next to own the home. The structures were moved from their location at 26565 Scenic Drive in Franklin Village to the Village Green on December 18, 2008.

Title Search: 1983, C. Kreger to M.V. Kreger/R.C. Kreger; 2008, M.V. Nelson/R.C. Nelson to C.E. Bauer/A.Z. Bauer; currently owned by the Village of Franklin as donated by the Bauer Family in 2008.

#### Statement of Significance/Recommendation of Eligibility

Provide a detailed explanation of the property's eligibility for the National Register, including an evaluation under at least one of the four criteria, discussion of the seven aspects of integrity, and recommendations about eligibility. <u>This is required</u> for all properties.

This resource is recommended as eligible for inclusion as a contributing resource in the Village of Franklin Local Historic District under Criteria A: Event (Early Settlement), Criteria B: Person and Criteria C: Architecture.

32325 Franklin Road (historic 26565 Scenic) is recommended as eligible for inclusion under Criteria B, as associated with this home are several of Franklin's more prominent families, including the Johnston's and the Kregers. The Johnston family were farming corn and potatoes, raising livestock and running an orchard on the property in the early20th century. Art Kreger was a prolific local builder during the mid-1900s.

The home located at 32325 Franklin Road (historic 26565 Scenic) is an excellent example of rural American architecture in the Greek revival style. It is a typical mid-19<sup>th</sup> Century Franklin Village farmhouse, which is a standard early architectural form throughout the village speaking to the agricultural roots of the area. Despite the fact that the home and outbuildings have been relocated from their original location, because the resource itself has been little altered, the form does evoke a sense of the feeling of what the original building was used for: to house a small farming family in a small village during the mid-1800s.

The home and outbuildings were donated to the Village of Franklin in 2008 as a preservation method. The structures would have been lost to development had they not been relocated to the Village Green area. They are currently used by the community for small gatherings and events. Though no longer directly threatened by development, it is recommended that the structures be listed as eligible to be included in the Village of Franklin Local Historic District due to their association with prominent Franklin community members, as well as being a prime example of the early rural architecture of the Village.

The resource retains integrity under four of the seven aspects, including design, materials, workmanship and association: the design of the original structure remains intact, the structure retains intact historic materials such as siding, windows and brickwork; the historic workmanship of the vernacular farmhouse has remained unchanged and matched when repair became necessary; the structure has been and remains to be associated with prominent figures in local history.

The structure does not retain integrity of location, setting, or feeling: the structure has been moved from its original location at 26565 Scenic which has caused the resource to lose all integrity of historic location, setting and feeling.

It is recommended that the residence at 32325 Franklin Road be added to the Franklin Village Local Historic District as a contributing resource.

#### References

List references used to research and evaluate the individual property.

Cannon, Bettie Waddell. All About Franklin from Pioneers to Preservation. Michigan: The Franklin Historical Society, 1979.

**Oakland County Register of Deeds** 

Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991. Wendler-Lovell, Jennifer. Village of Franklin Historic and Architectural Survey, 2006.

# **Michigan SHPO Architectural Properties Identification Form**Property Overview and Location



							LKESEI	CVALLON OFFICE
Street Address			5520 Thirteen Mi					
City/Township, St	tate, Zip		ranklin, MI 48025					
County		akland						
Assessor's Parce			5-05-352-003/25-					
Latitude/Longitud					5514		: -83.29752 <u>4</u>	
Ownership Priv	ate 🖂	P	ublic-Local 🗌	<u> </u>	ublic-State	Publi	ic-Federal _	Multiple
Property Type				(Ins	ert primary photo	graph be	elow.)	
Building \( \simeg \) selec		pe below	Structure 🖂					
Commercial				4			TARRES	M. Carlotte and Ca
Residential [	$\boxtimes$		Object $\square$			424		
Industrial ☐ Other ☐						14.00	all raise	
Architectural Inf	ormatic	n.		J		Z		
				,				Att San Tex
Construction Date		@1850		4				
Architectural Styl	е	Vernacu	ar farmhouse					
Building Form		T-plan		]				
Roof Form		Side gab	le					1
Roof Materials		Asphalt		]	***			
Exterior Wall Mat		Wood						
Foundation Mate		Stone				open a		
Window Materials	3	Wood?		]	The second second	A Control		
Window Type		Double h		_				
Outbuildings		Yes 2						
Number/Type	<del>)</del> :	2/garage	& barn					
Eligibility								
Individually Eligible	Criterio	on A 🛚	Criterion B	$\boxtimes$	Criterion C	] Crite	erion D	
Criteria Considera	ations:		a. 🛛 b. 🖂	с. [	d. 🛛 e. 🖂	f. 🗌	g. 🗌	
Component of a		outing to a				<u> </u>	anklin Local Historic	
Historic District	district		to a district				District	
Not Eligible								
Area(s) of Signific	cance	Arch	itecture					
Period(s) of Signi		1850	)					
Integrity - Does t								
	Design			rkma			Feeling 🖂	Association
General Integrity:			tact ☑ Altered ☐ Moved ☐ Date(s):					ate(s):
Historic Name			ph Pickering Hοι	ıse				
Current/Common			ahazy House					
Historic/Original (			ph Pickering					
Historic Building Use Residence								
Current Building			dence					
Architect/Enginee			al Biologia					
Builder/Contracto	or	Jose	ph Pickering					
Survey Date		R	ecorded By A	mano	la D. Davis	Ą	gency Report #	#
					32			
For SHPO Use O	nly	SHPO Ca	ncurrence?: Y/	N	Date:			
1 0 3115 0 036 0	71 11 Y		niculience:. I/	I V	Dale.			

For SHPO Use Only
Form date: 6/25/2019

#### **Narrative Architectural Description**

Provide a detailed description of the property, including all character defining features and any accessory resources.

Two story side gabled frame house with a large addition on the North elevation. The symmetrical three bay façade has an entry in the left bay. Windows have 6/6 double hung sashes. There is a large brick chimney running centrally through the structure.

There is a large contributing barn located on the property, as well as a low fieldstone wall running perpendicular to Thirteen Mile Road at the southern edge of the property.

#### **History of the Resource**

Provide information on previous owners, land use, construction and alteration dates in a narrative format. <u>This is required</u> for all intensive level surveys and designation and recommended for other identification efforts.

The land this home is built on was first recorded to Daniel Thorne on September 12, 1825. The property was purchased by Franklin pioneer Isaac Heth in 1827. Heth sold the property to Melvin Drake in 1833. The house is believed to have been constructed in about 1850, with its oldest portions having been constructed by Melvin and Harriet Drake. The home's longest association is with the Joseph Pickering family. Pickering purchased the property in 1859 and retained ownership until it was sold to his grandson Bert Wood in 1909. Joseph Pickering was included in a list of tradesmen published in 1900 as "crock wells and livestock". Bert Wood, who was well known in Franklin as a builder and owner of the general store beginning in 1931 until 1955. Prior to his work as a local merchant, Wood worked the family farm until selling the property in 1921 to Melville Zacharias and George Wellington Smith. These two men were largely responsible for subdividing Franklin's former farms into the neighborhoods surrounding the village center.

Title Search: 1920's, Smith to Rohl; 1930, Rohl to First National Bank; 1939, First National Bank to R.R. Campbell 1945, R.R. Campbell to H. Henderson; 1972, H. Henderson to R.F. Paul; 1993, M.J. Paul to M.J. Paul, LF/J. Paul-Andahazy.

T1N, R10E, SE 6, Franklin Villas Sub Lot 40

#### Statement of Significance/Recommendation of Eligibility

Provide a detailed explanation of the property's eligibility for the National Register, including an evaluation under at least one of the four criteria, discussion of the seven aspects of integrity, and recommendations about eligibility. <u>This is required for all properties</u>.

This resource is recommended as eligible for inclusion as a contributing resource in the Village of Franklin Local Historic District under Criteria A: Event (Early Settlement), Criteria B: Person and Criteria C: Architecture.

25520 Thirteen Mile is associated with early Franklin Village settler Joseph Pickering. The Pickering family owned several parcels of land in and around Franklin Village, including a large farm on Franklin Road north of 14 Mile. It is also associated with early suburbanization developers Melville Zacharias and George Wellington Smith.

The residence at 25520 Thirteen Mile is a typical mid-19<sup>th</sup> Century Franklin farmhouse, which is a standard early architectural form throughout the village. The location & setting of the structure outside of the early village boundaries, speaks to probable early use in a farming capacity.

The resource retains integrity under four of the seven aspects, including historic location, design, materials and workmanship: The house sits on its original historic location; the design of the original structure remains intact and distinct from the later addition on the North elevation; the structure retains intact historic materials such as siding, windows and brickwork; the historic workmanship of the vernacular farmhouse has remained unchanged and matched when repair became necessary.

The structure does not retain integrity of setting, feeling or association: the farmland property surrounding the structure was sold off during Franklin's early suburbanization period in the early 20<sup>th</sup> century, thereby causing the historic farmstead setting, feeling and association to be lost.

It is recommended that the residence at 25520 Thirteen Mile Road be added to the Franklin Village Local Historic District as a contributing resource.

#### References

List references used to research and evaluate the individual property.

Cannon, Bettie Waddell. All About Franklin from Pioneers to Preservation. Michigan: The Franklin Historical Society, 1979.

Commonwealth Cultural Resources Group, Inc. Franklin Farmhouse a Non-Contiguous Local Historic District: Franklin Historic District Study Committee Report, 1998.

Oakland County Register of Deeds

Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991.

# **Michigan SHPO Architectural Properties Identification Form**Property Overview and Location



Street Address		475 Scenic Driv				
City/Township, State, Zip	Code Fra	nklin, MI 48025	5			
County		kland				
Assessor's Parcel #		06-401-003				
Latitude/Longitude (to the			42.52			Long: -83.308911
Ownership Private 🛛	Pu	blic-Local	Pi	ublic-State		Public-Federal Multiple
Property Type			(Ins	ert primary	y photogra	aph below.)
Building ⊠ select sub-ty Commercial □ Residential ⊠ Industrial □		Structure 🛚				A A
Other  Architectural Information	on		_			
Construction Date	@1860: rc	emodel 1940	¬	A ALT		
Architectural Style	Colonial R		+		W. See	
Building Form	Hall and F		$\dashv$ $\mid$	R Carlo		
Roof Form	Side gable		$\dashv$ $\mid$	175		
Roof Materials	Asphalt	•				
Exterior Wall Materials		atherboard	<b> </b>			
Foundation Materials	Stone, Ce		7			
Window Materials	Steel, woo		1			
Window Type						
Outbuildings	Yes 🛚	No 🗌				
Number/Type:	2/shed/ba	rn and modern				
	garage					
Eligibility						
Individually Criterion	on A 🛚	Criterion B		Criterion	С	Criterion D
Criteria Considerations:		a. 🛛 b. 🗌	с. 🛭	d. 🗌	e. 🗌 f	. 🔲 g. 🖂
	outing to a	Non-contribu	ting	Historic [	District Na	me: Village of Franklin Local Historic
Historic District district	$\boxtimes$	to a district				District
Not Eligible						
Area(s) of Significance	Archit	ecture				
Period(s) of Significance	1860					
Integrity – Does the prope	erty possess	s integrity in all	or son	ne of the 7	aspects?	
Location Design		erials 🗌 Wo	orkmar	nship 🗌	Setting	
General Integrity:	Intact		Altered		Mov	ved Date(s):
Historic Name		_ock House				
Current/Common Name		t House				
Historic/Original Owner	John I					
Historic Building Use Residence						
Current Building Use	Resid	ence				
Architect/Engineer/Design						
Builder/Contractor	John I	Brown/Art Kreg	er			
Survey Date	Re	corded By	Amand	a D. Davis	3	Agency Report #
				25		
For CUDO Has Oak	CLIDO		NI .	35	Deter	
For SHPO Use Only	SHPO CON	currence?: Y /	IN		Date:	

Form date: 6/25/2019

#### **Narrative Architectural Description**

Provide a detailed description of the property, including all character defining features and any accessory resources.

One-and-one-half-story side gabled frame house with varied windows, some double-hung, some casement, with a one-story wing to the east and a one-and-one-half story wing to the west. The façade has three bays with a central entrance covered by a simple portico structure, a large wide bay window to the west of the entrance and a 16-light casement window to the east, the west side of the façade is clad in fieldstone. There is a centrally located fieldstone chimney. The west wing is side gabled, with three bays that each have an 8-light casement window; the west wing is clad in red brick. The east wing is a side gabled seasonal porch with large windows surrounding all elevations as well as an entrance with a small modern porch on the east elevation.

There is a one-and-a-half-story 2 bay brick barn/storage shed on the property. There is also a 3-car side gable modern garage on the property.

#### **History of the Resource**

Provide information on previous owners, land use, construction and alteration dates in a narrative format. <u>This is required</u> for all intensive level surveys and designation and recommended for other identification efforts.

It is possible that the core of the center of the home is the remains of a Greek Revival cottage built circa 1864-1870 by John Lock, an English immigrant. Remodeled by local builder Art Kreger in 1940.

Title Search: 1856, R. Adams to H. Cox; 1860, H. Cox to J. Lock; 1864, J. Lock to J. Brown; 1878, M. B. Ferguson to Wm. West; 1911, West to W. Mosher; 1913, W. Mosher to C. Adams; 1916, C. Adams to C. Metcalf; 1921, C. Metcalf to J. Austerberry; 1936, J. Austerberry to J. Allen; 1936, J. Allen to R. Braun; 1944, R. Braun to M. Murphy; 1979, M. Murphy to F.J.Orians; 1994, F.J.Orians/M.Orians to Franklin Foundation; 1998, Franklin Foundation to W.L.Lamott/A.Lamott.

#### Statement of Significance/Recommendation of Eligibility

Provide a detailed explanation of the property's eligibility for the National Register, including an evaluation under at least one of the four criteria, discussion of the seven aspects of integrity, and recommendations about eligibility. <u>This is required</u> for all properties.

This resource is recommended as eligible for inclusion as a contributing resource in the Village of Franklin Local Historic District under Criteria A: Event (Early Settlement)

26475 Scenic is located on Scenic Drive (formerly Scenic Highway), which appears on the 1857 atlas and may have been a result of the Legislative Act of 1832 that mandated the construction of roads on section lines in townships. The land was purchased in 1860 by early settler John Lock, an immigrant from England classified as a Laborer. John Lock built the first home on the property in 1860, which is purported to be the central core of the structure that stands on this property today. The home is also associated with local builder Art Kreger, who remodeled the structure in 1940.

The resource retains integrity under three of the seven aspects, including historic location, setting, and association: The house sits on its original historic location; the property retains the original setting of the structure on a large wooded lot along a main thoroughfare; the structure retains integrity as having been associated with one of Franklin's early settlers, John Lock, and also with one of Franklin's most prolific builders, Art Kreger.

The resource does not retain integrity of design, materials, or workmanship as the original structure has been significantly altered and added to at various times throughout history. The resource also does not retain integrity of feeling, as the original structure has been altered beyond immediate recognition.

It is recommended that the resource located at 26475 Scenic be added to the Franklin Local Historic District as a contributing resource.

#### References

List references used to research and evaluate the individual property.

Historic Preservation. Intensive Study for 26475 Scenic Drive, 1994.

**Oakland County Register of Deeds** 

Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991.

Wendler-Lovell, Jennifer. Village of Franklin Historic and Architectural Survey, 2006.

# **Michigan SHPO Architectural Properties Identification Form**Property Overview and Location

SHPO Concurrence?: Y / N



				PRESERVATION OFFICE		
Street Address		425 Wellington R	oad			
City/Township, State, Zip	Code Fra	anklin, MI, 48025				
County	Oa	Oakland				
Assessor's Parcel #		-06-252-001				
Latitude/Longitude (to the	6 <sup>th</sup> decima	l point) Lat: 4	2.525639	Long: -83.307866		
Ownership Private	Pul	blic-Local 🗌	Public-State	Public-Federal Multiple		
Property Type			(Insert primary photog	graph below.)		
Building Select sub-type Commercial Residential Industrial Other S		Structure 🛛				
Architectural Information	า					
Construction Date	1956					
Architectural Style	Neoclassi	cal				
Building Form	U-plan					
Roof Form	Front Gab	le				
Roof Materials	Asphalt					
Exterior Wall Materials	Brick			7 Table 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Foundation Materials	Concrete					
Window Materials	Wood,stee	el	AND TO PERSONAL PROPERTY OF THE PERSON NAMED O			
Window Type	varied		And the second of the second o			
Outbuildings	Yes No 🛛					
Number/Type:						
Eligibility						
Individually Criterion	n A	Criterion B	☐ Criterion C ☐	Criterion D		
Eligible						
Criteria Considerations:	· · · · · ·		c. d. e. e.	f. \( \Big \) g. \( \Big \)		
	uting to a	Non-contributir	ng Historic District N	1 0		
Historic District district		to a district		District		
Not Eligible						
Area(s) of Significance	Archite	ecture, Religion,	Social History			
Period(s) of Significance		to present				
Integrity - Does the prope	rty possess	s integrity in all or	r some of the 7 aspects	s?		
Location Design	Mat	erials 🗵 Worl	kmanship 🛛 Settir	ng 🛛 Feeling 🖾 Association 🖂		
General Integrity:	Intact	⊠ Alt	ered 🗌 N	loved Date(s):		
Historic Name	Frank	lin Community Ch	nurch			
Current/Common Name		lin Community Ch				
Historic/Original Owner		lin Community Ch				
Historic Building Use	Churc	h				
Current Building Use	Churc	h				
Architect/Engineer/Design	er J. Mad	Donald Jacob				
Builder/Contractor		rt, Dreyer and En	dress			
Survey Date	Re	corded By An	nanda D. Davis	Agency Report #		

Date:

For SHPO Use Only

#### **Narrative Architectural Description**

Provide a detailed description of the property, including all character defining features and any accessory resources.

Two-story front gabled upright portion Neoclassical style brick church building with 2-story pedimented porch, supported by four Tuscan columns, with wing to the south elevation at the rear of the upright. Pediment has half-circle vent in center and a wide frieze with dentils surrounding all three sides. There is a steeple/bell tower with a cross on top, copper steeple portion, wood bell tower and widow's walk with wood turned railings and a clock in the center of an arched vent. Upright has 6/6 double hung windows, 12/9 arched windows and 2 arched steel casement windows flanking the main entry. Main entrance includes a double-door with an elaborately fluted broken pediment entryway surround. The one-story wing has three bays with a double entry door flanked by a large 12 light window on each side. There is a front gabled1965 addition (Fellowship Hall) to the south, with a pediment broken by an arched multi-light Palladian window. The addition includes a smaller simulacrum of the main bell tower and 9/9 double hung windows flank the entire south elevation.

#### **History of the Resource**

Provide information on previous owners, land use, construction and alteration dates in a narrative format. <u>This is required</u> for all intensive level surveys and designation and recommended for other identification efforts.

The property on which the building stands was originally owned by the 2<sup>nd</sup> landowner of what would become Franklin Village, Elijah Bullock, who purchased the land in 1824. Bullock was a blacksmith who had come to Michigan from New York with his small family.

The Franklin Community Church was originally organized in Franklin in 1840 as the Methodist Protestant Church, meeting in their original location on German Mill and Franklin Road. The congregation grew too large for the original space and the organization purchased land west of the Village Green to build a new church building in 1954. A groundbreaking ceremony was held on December 3, 1954 and the doors of the new Franklin Community Church (name change) were opened in 1956. As the congregation grew, a new fellowship hall addition to the south of the main church building was completed in May 1965.

#### Statement of Significance/Recommendation of Eligibility

Provide a detailed explanation of the property's eligibility for the National Register, including an evaluation under at least one of the four criteria, discussion of the seven aspects of integrity, and recommendations about eligibility. <u>This is required for all properties.</u>

This resource is recommended as eligible for inclusion as a contributing resource in the Village of Franklin Local Historic District under Criteria A: Event – a building used by a social organization, and Criteria C: Architecture.

The Franklin Community Church, located at 26425 Wellington Road, is the oldest continuous organization of any kind in Franklin Village and was one of the first established Methodist Churches in the state of Michigan.

The Franklin Community Church building is an excellent example of a Neoclassical church in a rural community, including a variety of distinctive neoclassical features including the 2-story porch on the main façade supported by four Tuscan columns, the elaborate broken pediment on the main entryway as well as the large multi-light windows. The resource possesses integrity in all 7 aspects: it's location and setting on the Village Green mark the building's importance to the community, it is easily accessible by foot to the main Village and can be seen from many areas of downtown Franklin; the design, materials and workmanship typify the neoclassical style of architecture that can be found on other small rural Michigan churches; the structure's association with the Franklin Community Church and the Methodist Church are intact and remain some of the longest running organizational associations in the greater area.

It is recommended that the Franklin Community Church be added to the Franklin Village Local Historic District as a contributing resource.

#### References

List references used to research and evaluate the individual property.

Cannon, Bettie Waddell. All About Franklin from Pioneers to Preservation. Michigan: The Franklin Historical Society, 1979.

Franklin Community Church: Consecration Services, 1956. Franklin Community Church. "Our 125th Anniversary," 1965.

**Oakland County Register of Deeds** 

Weir, Lynne B. and Mary Grace York. Village of Franklin Historic and Architectural Survey, 1991.

### Michigan SHPO Cultural Landscape Identification Form

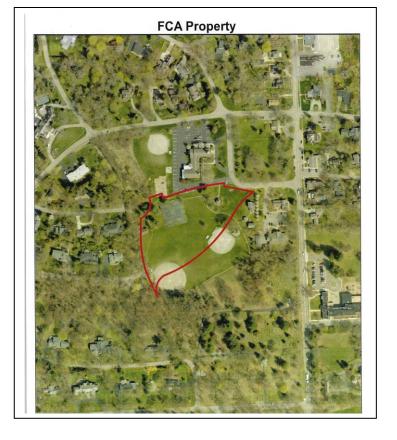


### **Landscape Overview and Location**

Landscape Histori	c Name (	if	N/A						
applicable)									
Current/Common I	Name (if		Franklin Communi	ty A	ssociation Proper	rty			
applicable)				•	•	•			
Boundary Descript	tion		T1N,R10E,SEC 6 FRANKLIN VILLAGE LOT 81 TO 88 INCL, ALSO SLY ½ OF						
			VAC CAROL DR A	۱DJ	TO LOT 86, ALS	O VAC PA	ART OF IRVING RD	DESC AS	
			BEG AT PT ON W	ĽΥ	LOT LI OF LOT 7	'5 LOC N	30-45-00 W 80 FT F	ROM SW	
			COR OF SD LOT	75,	TH NLY TO SW (	COR OF L	OT 85, TH ELY ALC	3 NLY	
			R.O.W. LI OF IRV	ING	RD TO PT LOC	S 15 FT F	ROM NE COR OF I	_OT 81, TH	
					-	_	OCL WLY 76.64 FT	_	
				, T⊦	I WLY ALG SLY F	R.O.W. LI	OF IRVING RD TO	BEG 8-21-89	
			CORR						
City, State, Zip Co	de(s)		Franklin Village, Michigan, 48025						
County			Oakland						
Total Acres in the	Landscap	ре	3.21						
Parent Cultural La	ndscape								
Ownership Pri	vate 🛚	✓   Public-Local   ☐   Public-State   ☐   Public-Federal							
Landscape Classification and			Туре						
Historic Designed	ŀ	Histor	ic Vernacular	Eth	nnographic Lands	cape 🗌	Historic Site	Other	
Landscape  Landscape									

(Insert aerial photo with boundaries below.)

Open space
Community gathering & recreation
Garden (private)
Park (public)
Green/Common/Plaza ⊠
Boulevard/Parkway/Trail 🗌
Other Transportation
Agricultural  Exhibition/Fairgrounds
Mine/Quarry ☐ Other Industrial ☐
Campus ☐ Sports/Recreation ⊠
Cemetery Commemorative/Memorial
Natural Landform or other Geological Formation:
Other, Please Specify:



	l Reg			

			41			
Is the landscape listed	Yes 🗌	No 🖂	If yes,	Date Listed:	NRIS #:	
in the National			provide:			
Register?						
If not already listed, complete the information below:						

Eligible Under: Crit	erion A
Criteria Considerations:	a b c d e f g
Not Eligible	
Form date: 6/25/2019	
National Register Eligib	ility Continued
Area(s) of Significance	n/a
Period(s) Significance	n/a
Integrity – Does the land	Iscape possess integrity in all or some of the 7 aspects?
	act
Location Design	Materials   Workmanship   Setting   Feeling   Association
Condition of District?	Good \( \begin{array}{c ccccccccccccccccccccccccccccccccccc
Threats to Resource?	None at time of survey
Tilledia to resource:	None at time of survey
Survey Date 3-18-20	21 Recorded By Amanda D. Davis
For SHPO Use Only	SHPO Concurrence?: Y / N Date:
	<u>,                                      </u>
Landacana Decerintian	
Landscape Description	
	he landscape, including general character of the landscape, specific information regarding the
	, and the qualities distinguishing the landscape from its surroundings. <u>This is required for all</u>
landscapes.	
Natural Features	
Topography	Well-groomed grassy open space with tree line at NW boundary
тородгарну	well-groomed grassy open space with tree line at tww boundary
Vegetation	Shortly cropped grass and few native trees
Water	
	none
Geology	none
Ecology	none
Climate	
Designed/Cultural Feat	ures
Land use patterns	Open green space, community gathering & recreation
Planting patterns	Speri green space, community gathering a recreation
Fianting patterns	none
Boundary	Hono
demarcations	Native tree line at NW houndary difficult to demarcate other houndaries as there are not
	Native tree line at NW boundary, difficult to demarcate other boundaries as there are not physical features designating them as such
Spatial	
	physical features designating them as such
Spatial organization/layout Circulation Networks	physical features designating them as such Small gazebo to North East edge of property, baseball diamonds – one at Eastern
organization/layout	physical features designating them as such Small gazebo to North East edge of property, baseball diamonds – one at Eastern boundary line, one at SW boundary line

Water features

n/a

Buildings, structures,	Gazebo (modern construction- non-contributing), shed (modern construction- non-
and objects*	contributing)
Small-scale elements	n/a
(markers, statuary, site	
furnishings)	
Other (including	
ephemeral qualities -	
sounds, activities,	
wildlife, smells, etc.)	

<sup>\*</sup>list and briefly describe each and attach an Architectural Resource Inventory Form for each major resource

#### **History of the Cultural Landscape**

Provide a general history that includes the people, trends, and time periods that shaped the landscape over time. This could include information on previous owners, land use, construction and alteration dates in a narrative format. <u>This is</u> required for all intensive level surveys and recommended for other identification efforts.

The Franklin Community Association Property is located on land that was never part of a Master Plan or developed since being platted, which resulted in a grand open space on Franklin Road that is known as the Village Green. Local businessman George Wellington Smith preserved most of this land as open space for years, finally selling off large portions to the Village of Franklin, the Franklin Community Association (FCA) and the Franklin Community Church between the years of 1954 and 1973.

#### Statement of Significance/Recommendation of Eligibility

Provide a detailed explanation of the landscape's eligibility for the National Register, including an evaluation under the four criteria, discussion of the seven aspects of integrity, and recommendations about eligibility. This is required for all cultural landscapes.

The determination is that this landscape is not eligible for inclusion as a contributing resource to the Franklin Village Local Historic District. The recommendation is that the landscape be included in the District as a non-contributing resource.

The Franklin Community Association (FCA) Property does not meet any of the four criteria for eligibility. The FCA property has not been associated with events that have made a significant contribution to the broad patterns of our history. The FCA property has not been associated with the lives of persons significant to the past. The FCA property does not embody the distinctive characteristics of a type, period or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction. The FCA Property has not, nor is likely to, yield information important in prehistory or history.

In relation to the seven aspects of integrity, the following results have been determined. The FCA Property does retain integrity of historic location only in that it is located on a parcel of land that has not been moved. The FCA Property retains no integrity of design as there was not historically any integrity of design to maintain; this was not, and is not today, a professionally designed landscape. The FCA Property does not retain integrity of setting as the parcel of land was historically used as merely open space and it is currently used for sports/recreation in the form of modern baseball fields. The FCA Property does not retrain integrity of materials as there are not identifiable materials that have been used to create this landscape. The FCA Property does not retain integrity of workmanship as it is not, and was not historically, planned or maintained as a professionally designed landscape. The FCA Property does retain integrity of feeling only in that it remains virtually an open space upon sight, as it has historically. The FCA Property does not retain integrity of association with any significant person or group throughout the greater history of the area; all historic associations are purely speculative at this point and unable to be corroborated with documentary evidence.

It is for the above reasons that it is recommended that this the FCA Property be included in the Franklin Local Historic District as a non-contributing resource.
<b>Detailed Site Plan/Map</b> Provide a full page site plan or map with important features identified.
<b>Site Photographs</b> Provide photographs to illustrate the significance of the landscape. These photographs should be two to a page with a brief caption beneath.
GIS/Locational Information Please provide the SHPO with GIS shapefiles when available.
References
List references used to research and evaluate landscape.
Oakland County Register of Deeds

### Appendix A

### Resume

Amanda D. Davis, Historic Preservation Consultant

### AMANDA D. DAVIS

1284 Wellesley Drive • Mount Clemens, Michigan 48043 Mobile: (586) 322-7880 • adavis586@gmail.com

### HISTORIC PRESERVATIONIST CULTURAL RESOURCES SPECIALIST PROFESSIONAL PHOTOGRAPHER

Knowledgeable and adaptable historic resources professional with an extraordinary record of providing successful consulting advice to historic communities utilizing proven talents in research, surveying and project management. Professional photographer and business owner skilled in attracting clients, organizational management and creative decision making.

### **EDUCATION AND CERTIFICATION**

Eastern Michigan University; Ypsilanti, Michigan Master of Science in Historic Preservation Planning
University of Michigan – School of Art & Design; Ann Arbor, Michigan Bachelor of Fine Arts in Photography; Magna Cum Laude

### PROFESSIONAL EXPERIENCE

AMANDA D. DAVIS PHOTOGRAPHY - Mount Clemens, MI

2010 - Present

Owner/Professional Photographer

Established professional photography business to serve clients throughout the Greater Detroit area. Provide services including portraiture, wedding and event photography, architectural and travel photography. Conduct new client development, marketing & promotion, all photographic editing and print sales. Utilize creative software including Lightroom and Photoshop Elements.

VILLAGE OF FRANKLIN – Franklin, MI

2007 - Present

Historic Preservation Consultant

Responsible for providing consulting to the Village of Franklin Historic District Commission during monthly commission meetings and to work on special projects on an as-needed basis. Conduct research on a variety of issues related to historic district design guidelines, ordinances and regulation. Photographically document approved projects completed within the historic district.

- Coordinator of the Certified Local Government (CLG) application process, write & manage CLG grant applications and awards, coordinate CLG annual reporting.
- Lead Member of the Historic District Study Committee for modification of the Franklin Village Local Historic District, completed resurvey of entire Village of Franklin at the reconnaissance level, participated in public meetings, advised HDSC on SHPO procedures, conducted research & completed Michigan SHPO Architectural Properties Identification Forms, prepared final report for submission to the SHPO, continue to manage modification process and procedures.

THE MANNIK AND SMITH GROUP, INC. – Maumee, OH

2007/2009

Cultural Resources Specialist

Chosen by the Cultural Resources arm of this respected full-service engineering consulting firm to serve as a consultant on historic preservation-related projects. Conducted reconnaissance surveys, research and report writing for historic communities in Michigan.

- Collaborated with a team to survey over 2000 residential properties over 50 years of age within Orion Township and determined the level of historic integrity for each structure, which assisted the Township with rewriting their Master Plan.
- Conducted survey of Marine City Water Works (Marine City, MI), including photographing the structure and preparing a
  Historic Context and Statement of Architectural Significance to be utilized in determining eligibility for the National Register
  as part of the Section 106 review process.

### MOTOR CITIES AUTOMOBILE NATIONAL HERITAGE AREA – Detroit, Michigan

2004

Contract Photographer

Conducted photographic documentation of historic and cultural sites in associated with the automobile in Southeast Michigan. Produced 35mm color and black and white photography, digital photography as well as print editing with Adobe Photoshop 7.0.

#### VILLAGE OF FRANKLIN – Franklin, Michigan

2002

Student Consultant

Student Consultant for the Village of Franklin NRHP Boundary Increase (2005) directly related to the Preservation Research Techniques class of Eastern Michigan University's Historic Preservation Graduate Program. Responsible for researching residential and commercial properties in Michigan's first nationally registered historic district to assist the community with the revision of their original national register nomination forms. Conducted Land Patent, chain of title, archival and genealogical research on each property and its owners throughout history.

### EASTERN MICHIGAN UNIVERSITY HISTORIC PRESERVATION FIELD SCHOOL – Fayette, Michigan

2002

Field School Participant

Involved with the restoration of an 1890s Supervisor's Home at the Fayette National Historic Site in Garden, MI. Tasks included foundation stabilization and rebuilding, preparing and applying wet plaster, both patches and whole wall surfaces, as well as the completion of several detailed scale drawings of the interior wall surface of the building. Also participated in interpretive exercises for this property.

### CITY OF SYLVANIA – Sylvania, Ohio

2002

Student Consultant

Participated in the first historic resource survey for the City of Sylvania as part of the EMU Historic Preservation Graduate Program. This survey was used to assist the city with the process of designating official local historic districts and individual resources. Conducted extensive research on three residential and two commercial properties. Utilized Sanborn Insurance Maps to complete a reconnaissance level survey of the proposed historic districts. Completed both the National Register of Historic Places Application and the Historic American Buildings Survey (HABS) report for one of the most significant commercial structures in the community, the Chandler Hardware Building.

### Na'alehu Theatre Group – Na'alehu, Hawaii

2001

Grant Writing Intern/Summer "Alu Like" Moderator

Served as the intern for this small non-profit organization located in an historic Art Deco plantation movie theater on the island of Hawaii. Primary duties included fundraising and non-profit administration experience. Responsible for attending Ka'u District planning meetings to observe small-town community dynamics as well as the overall planning process.

- Conducted extensive research before beginning the internship, which concentrated on Hawaiian history and government, geography and geology and cultural and land rights issues.
- Participated in the writing and submission of a successful capacity building grant through HUD's Research and Development Department, which resulted in an award of \$90,000 to the Na'alehu Theatre Group.
- Wrote a grant application to the Hawaii Tourism Authority requesting funds to be used in cultural education, skills training for local youth and theater enhancement programs.
- Successfully marketed and sold advertising space in a local history brochure to Ka'u District business owners, which assisted 4-H youth in the creation of a program to support children's acting classes.



# Deer Management Planning









Under Supreme Court ruling, states have "ownership" of their wildlife, therefore the City of Farmington Hills must work together with the Michigan Department of Natural Resources in determining a course of action for the management of deer in Farmington Hills.

### **DNR Recommendations**

- Log communication with residents
- Perform annual aerial deer survey
- Community deer survey
- Track deer/vehicle crashes
- Research other communities deer management practices



### **Planning Process**

- > DNR Partnership
- Resident Deer Information Collection Log
- > Annual Aerial Deer Survey
- Deer/Vehicle Crash Data Collection
- Special Projects
- > Education & Research
- > Community Deer Management Survey
- Regional Partnership
- > Establishment of a Deer Management Plan by the DNR







## Resident Deer Information Collection Log



#### armington Hills Dear Information Collection

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the Michigan IMAR and the City of Promongings thin have performed up to collect information up at interms, registering species and completely

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### **Aerial Deer Surveys**

February 12, 2016

Deer counted: 424

Square miles of FH covered: 18.7

March 4, 2016

Deer counted: 304

Square miles of FH covered: 33.3

(entirety of FH)

March 15, 2017

Deer counted: 425

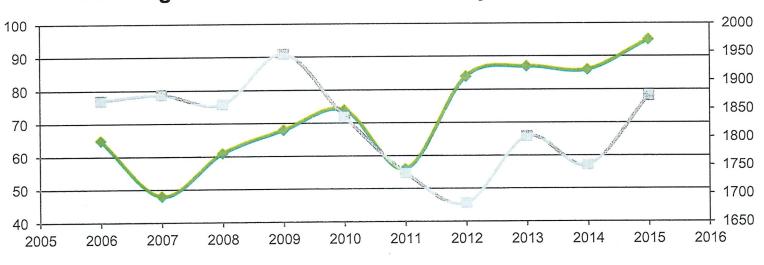
Square miles of FH covered: 33.3

(entirety of FH)



## Deer/Vehicle Crash Data Collection

### Farmington Hills and Oakland County Annual Deer Crashes



Farmington Hills Deer Crashes

Oakland County

### Deer/Vehicle Crash Data by City

City or Township	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Total	Average
Rochester Hills	196	219	165	163	122	139	155	136	174	150	1,619	161.9
Oakland Twp	130	106	133	113	111	111	107	129	105	123	1,168	116.8
Oxford	100	115	120	135	126	103	110	116	95	110	1,130	113
Independence	119	121	115	137	127	102	65	103	100	92	1,081	108.1
Orion	81	118	97	113	120	98	107	92	80	97	1,003	100.3
Auburn Hills	108	91	90	91	74	71	81	72	82	82	842	84.2
Novi	67	73	71	87	94	88	80	89	80	86	815	81.5
Springfield	93	93	90	85	72	83	63	68	64	66	777	77.7
Farmington Hills	65	48	61	68	74	56	84	87	86	95	724	72.4
White Lake	78	61	59	63	57	68	71	73	63	56	649	64.9

Southfield

Novi

Bloomfield Tup

Birmingham

West Bloomfield



### **Special Projects**

- Deer Exclosure
- 4th Grade Grand River Academy FLL (First Lego League) Project
- Park Observations



### **Education & Research**

- Community Contact Person
- Community Presentations
- > Future Web Page Information and Updates
- > Deer Feeding Ordinance



## Deer Feeding Ordinance <a href="DRAFT">DRAFT</a>

### Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 6, "Animals," Article I, "Generally," is hereby amended to add Section 6-11, "Deer Feeding – Prohibited," to read as follows:

Section 6-11. Deer Feeding - Prohibited.

**Deer Feeding.** As used in this section, "deer feeding" means the depositing, distributing, or tending of feed intended for consumption by deer for the purposes of preventing deer from starving or for recreational viewing.



FARMINGTON HELLS	FARMINGTON HILLS DEER MANAGEMENT SURVEY was to achieve by a social to accomplish on the control participation of accomplish the date parents demonstrate the first accomplish below the control parents of control accomplish the date parents demonstrate the first accomplish the first accomplishing the process and against so extract the accomplishing the accomplishing the first accomplishing
1. Conerally, which of the fol	luning best deciribes your [selings about deer in the City of Farmington Hills?
Lawrence and the Laurence	il hering deel account. New door, has nevery all not the fundament by vary codes If they is new doord they
	we you wen a significant increase of deer in your neighborhood?
(let marry	Mel site 164
2. In general, de yeu kelieve woodchuck, etc.)?	dear are a mare estual species than ather urban monmols (rabbit, squared, shunk,
tvo	
4 Which of the following con	scerns do you have shout does in the City of Ferminatus Hills (check of that apply)
Heetforhicle at	
Derline in rieffer	encountering by ever the engine, of outlier leading planets - year one comprised, but a feelbor, site is bould due to consequently found reflection site is bould due to consequently distinct
Time	ehold boen lavelyed in a car/deer accident within the City of Farmington Hilly?
	hold been proved in a cer/deer accident on the minaking of the City of Parisington Hills?
Yes	e landscaye been demaged by dear? (If "tip", ship to question 13)
7. Here your garden plants t	the
	App pings to commend that apply
t. Have you used fending to	present damage and have effective has this measure beant
Have and used	Somegabet attention that of other loc
S. Here you used oder or lat	to sopolisoes to provent demage and how offset los has this measure have?
Have not your	
10. Have you used frightening	devices (i.e. lights or noises) to prevent damage and houreffective has this measure been?
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15. Here you pleated deer-	existent pleats to prove t demays and host effective has this measure bran?
throw end tree!	les effective
12, Have you used another of Please specify:	otion nat noted to prevent damage and how offective was this measure?
11. Here you had a dead or i	ajured door on your property in the lost three years)
Yes	14+

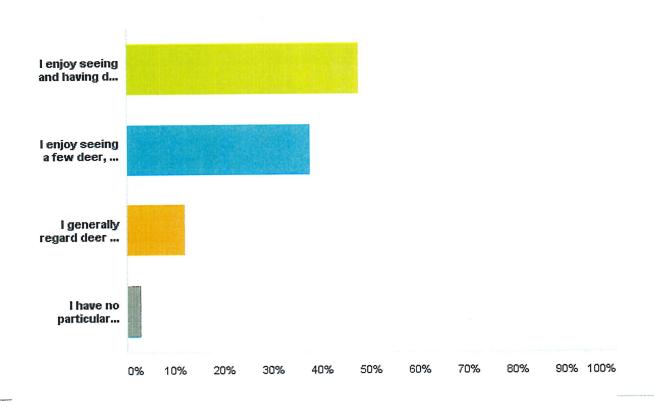
# Community Deer Management Survey

5409

**Total Responses** 

## Q2: Generally, which of the following best describes your feelings about deer in the City of Farmington Hills?

Answered: 5,342 Skipped: 67

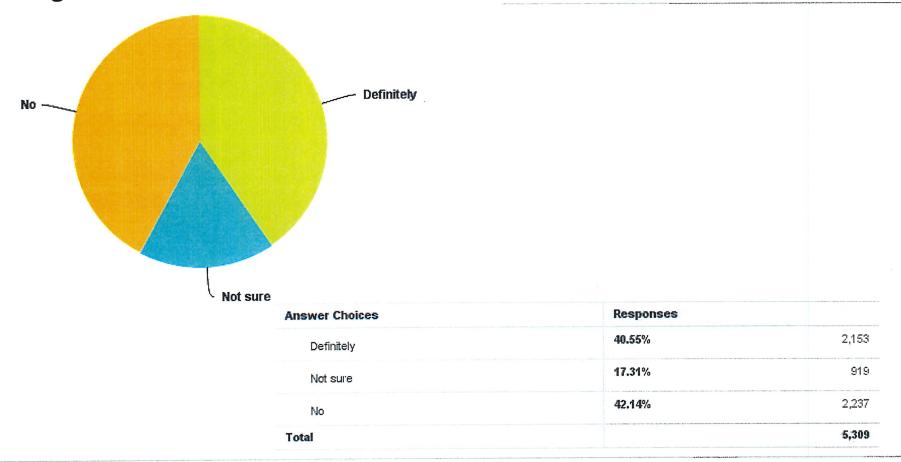


### Q2: Generally, which of the following best describes your feelings about deer in the City of Farmington Hills?

Answered: 5,342 Skipped: 67

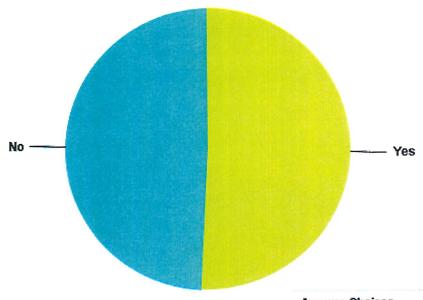
Inswer Choices	Responses	
l enjoy seeing and having deer around.	47.60%	2,543
I enjoy seeing a few deer, but worry about the problems they may cause.	37.50%	2,003
l generally regard deer as a nuisance.	12.00%	641
l have no particular feelings about deer.	2.90%	155
otal		5,342

## Q3: In the past three years, have you seen a significant increase of deer in your neighborhood?



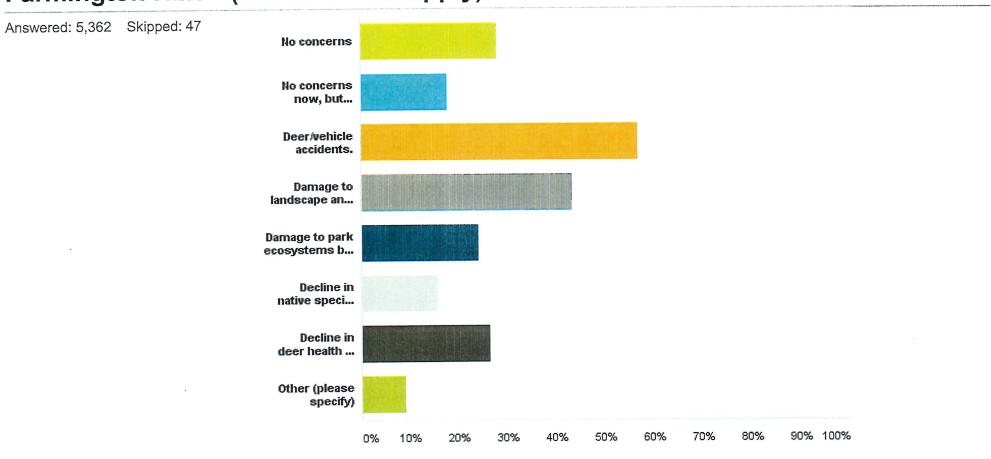
## Q4: In general, do you believe deer are a more valued species than other urban mammals (rabbit, squirrel, skunk, woodchuck, etc.)?





Answer Choices	Responses	
Yes	50.83%	2,617
No	49.17%	2,532
Total		5,149

## Q5: Which of the following concerns do you have about deer in the City of Farmington Hills? (check all that apply)



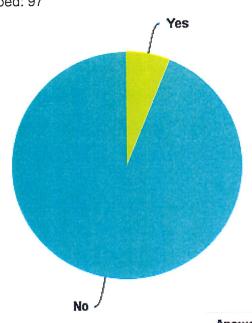
## Q5: Which of the following concerns do you have about deer in the City of Farmington Hills? (check all that apply)

Answered: 5,362 Skipped: 47

nswer Choices	Respon	ises
No concerns	28.03%	1,503
No concerns now, but somewhat worried about issue if deer population continues to increase.	17.70%	949
Deer/vehicle accidents.	56.88%	3,050
Damage to landscape and garden plants.	43.29%	2,321
Damage to park ecosystems by over-browsing of native forage plants.	24.02%	1,288
Decline in native species (songbirds, butterflies, etc.).	15.61%	837
Decline in deer health due to overpopulation.	26.26%	1,408
Other (please specify)	8.91%	478
otal Respondents: 5,362	united Based Spoke if it is plauding through the in hims show	AND THE PERSON NAMED IN COLUMN

## Q6: Has someone in your household been involved in a car/deer accident within the City of Farmington Hills?

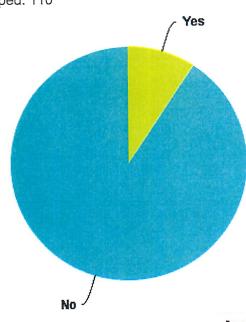
Answered: 5,312 Skipped: 97



Answer Choices	Responses	
Yes	6.19%	329
No	93.81%	4,983
Total		5,312

## Q7: Has someone in your household been involved in a car/deer accident on the outskirts of the City of Farmington Hills?

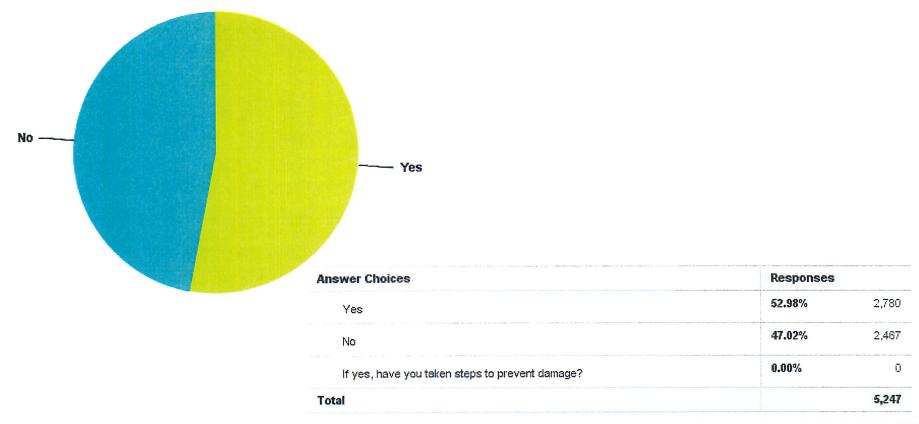
Answered: 5,299 Skipped: 110



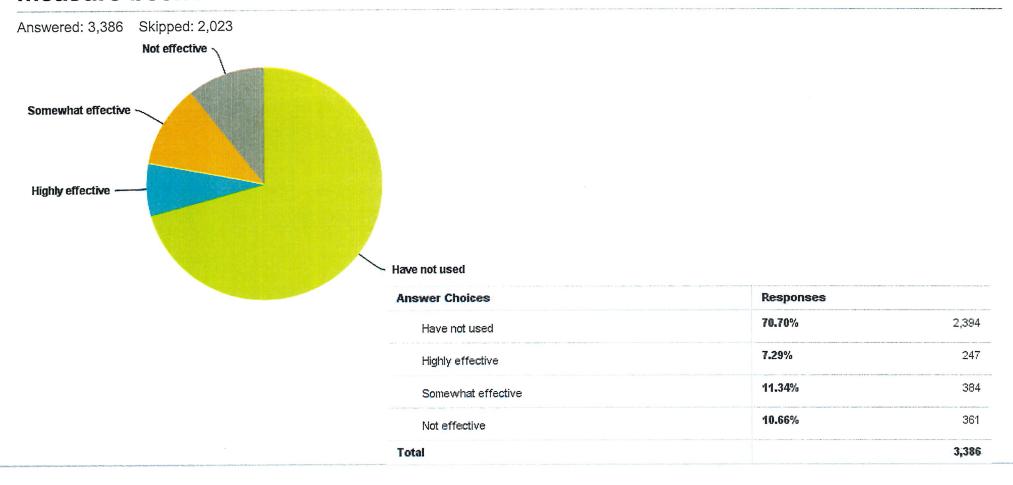
Answer Choices	Responses	
Yes	9.36%	496
No	90.64%	4,803
Total		5,299

## Q8: Have your garden plants or landscape been damaged by deer? (If "No", you can skip to question 13)

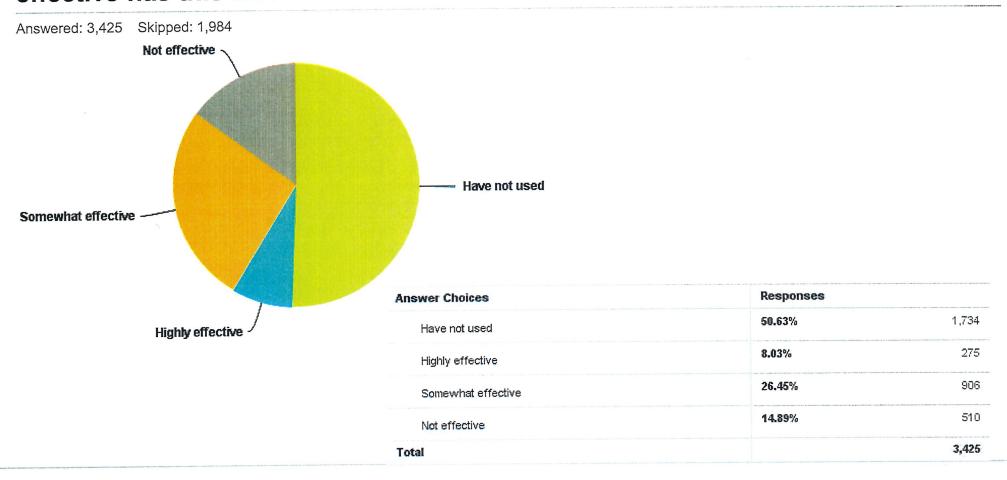
Answered: 5,247 Skipped: 162



### Q9: Have you used fencing to prevent damage and how effective has this measure been?

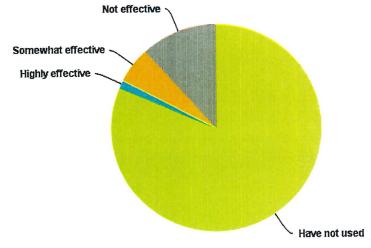


## Q10: Have you used odor or taste repellents to prevent damage and how effective has this measure been?



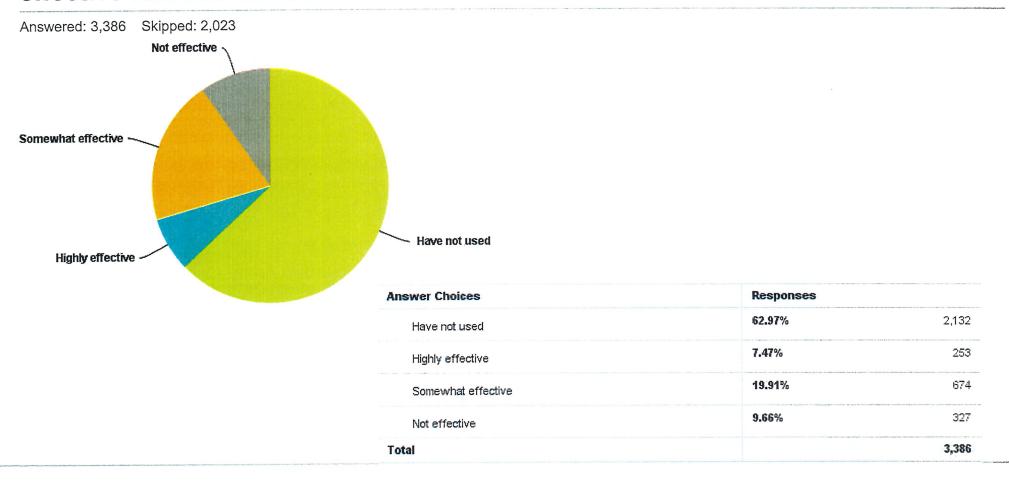
## Q11: Have you used frightening devices (i.e. lights or noises) to prevent damage and how effective has this measure been?

Answered: 3,441 Skipped: 1,968



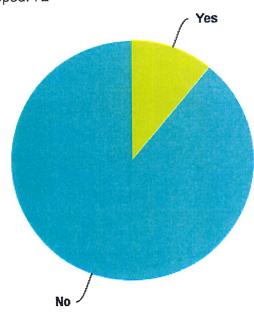
Answer Choices	Responses	
Have not used	81.46%	2,803
Highly effective	1.22%	42
Somewhat effective	5.61%	193
Not effective	11.71%	403
Total		3,441

### Q12: Have you planted deer-resistant plants to prevent damage and how effective has this measure been?



## Q14: Have you had a dead or injured deer on your property in the last three years?

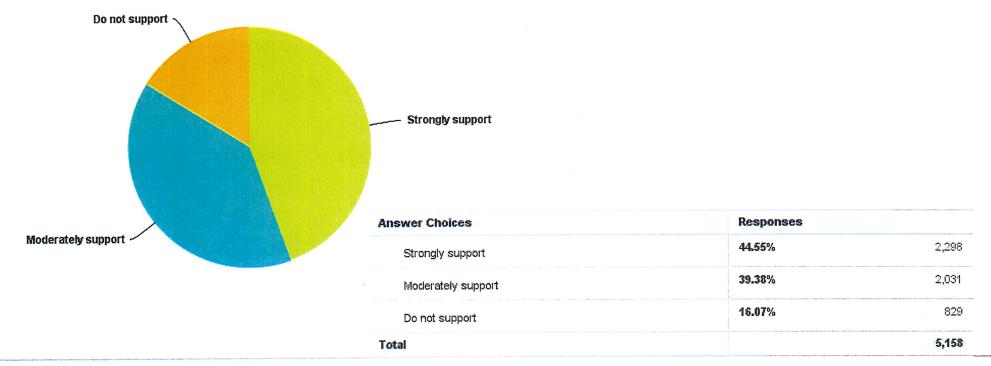
Answered: 5,337 Skipped: 72



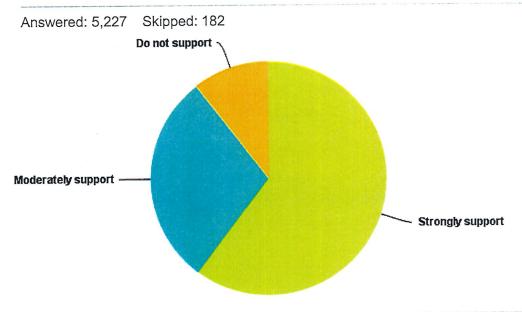
Answer Choices	Responses	
Yes	11.04%	589
No	88.96%	4,748
Total		5,337

Q15: Communities who have adopted deer management plans typically utilize a variety of measures to help minimize conflicts with deer and/or to reduce their population. Please indicate your level of support for efforts to educate residents about deer-resistant landscape plantings:



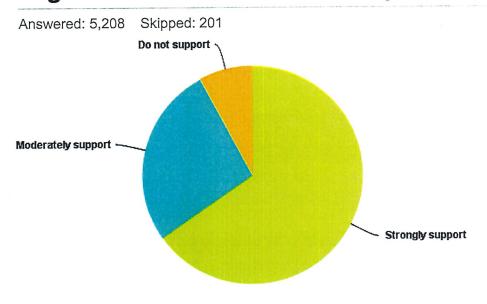


## Q16: Please indicate your level of support for signs or reflectors to be installed at deer crossings:



nswer Choices	Responses	
Strongly support	60.32%	3,153
Moderately support	29.23%	1,528
Do not support	10.45%	546
otal		5,227

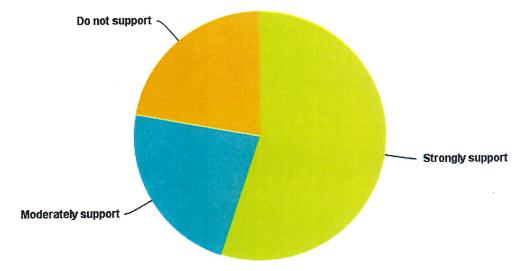
## Q17: Please indicate your level of support for managing roadside vegetation to increase visibility:



Answer Choices	Responses		
Strongly support	65.26%	3,399	
Moderately support	26.92%	1,402	
Do not support	7.81%	407	
Total		5,208	

## Q18: Please indicate your level of support for prohibiting supplemental feeding of deer by residents:

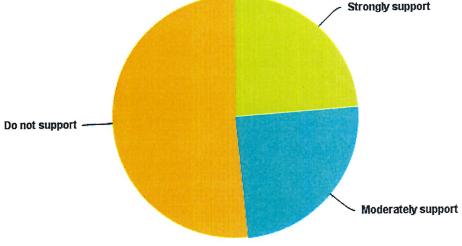
Answered: 5,226 Skipped: 183



Answer Choices	Responses	
Strongly support	55.15%	2,882
Moderately support	22.75%	1,189
Do not support	22.10%	1,155
Total		5,226

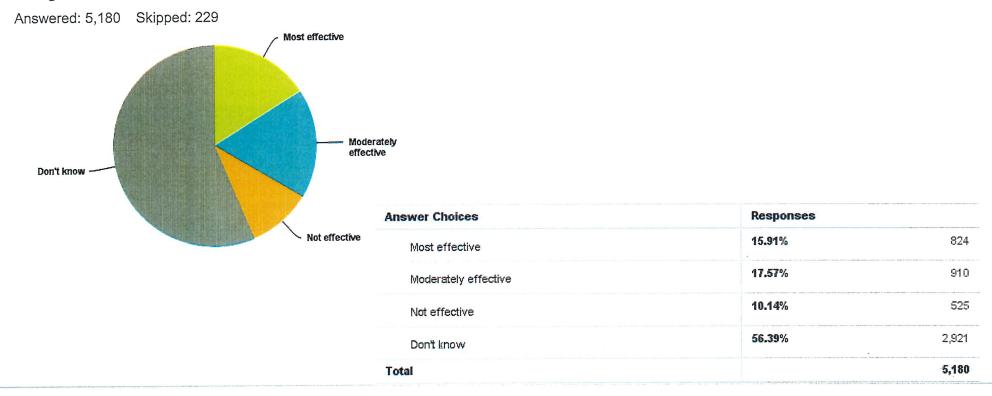
### Q19: Please indicate your level of support for using lethal methods such as hunting or sharpshooting to reduce the deer population:



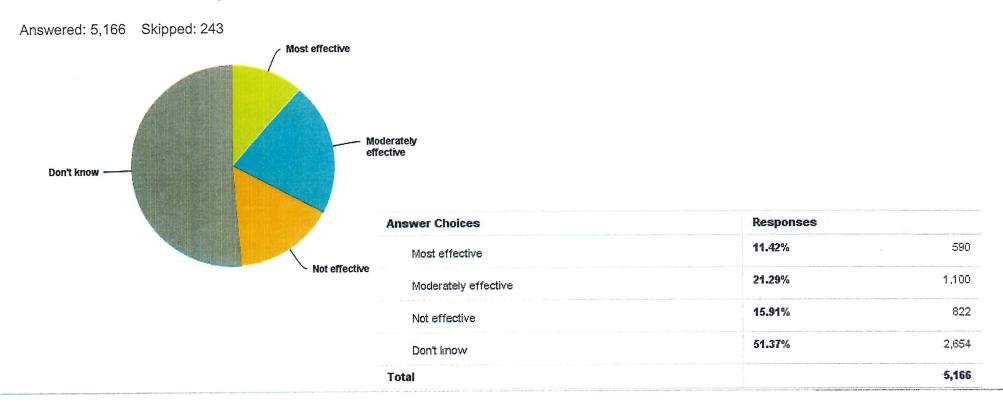


Answer Choices	Responses	
Strongly support	23.80%	1,240
Moderately support	24.66%	1,285
Do not support	51.54%	2,685
Total		5,210

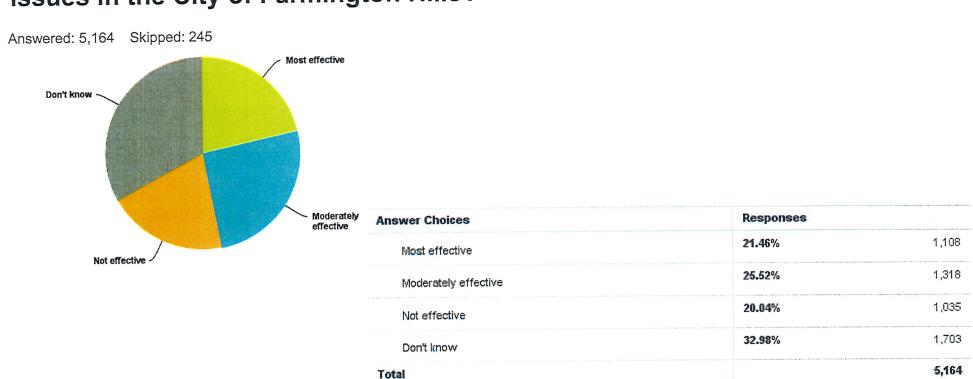
Q20: If the following method were allowed by the DNR, based on your knowledge, do you feel deer contraceptives would be the most effective non-lethal method in resolving the perceived deer nuisance issues in the City of Farmington Hills?



# Q21: If the following method were allowed by the DNR, based on your knowledge, do you feel trapping and sterilizing deer would be the most effective non-lethal method in resolving the perceived deer nuisance issues in the City of Farmington Hills?



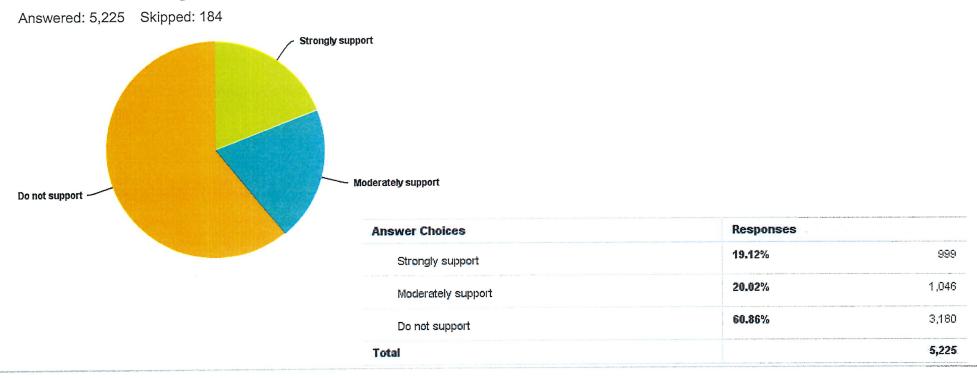
Q22: If the following method were allowed by the DNR, based on your knowledge, do you feel trapping and relocating deer would be the most effective non-lethal method in resolving the perceived deer nuisance issues in the City of Farmington Hills?



Q23: Research concludes that lethal removal measures are most effective for managing deer population. Please indicate your level of support for firearm hunting within the State's established regular deer hunting season within the City.



# Q24: Research concludes that lethal removal measures are most effective for managing deer population. Please indicate your level of support for bow hunting within the State's established regular deer hunting season within the City.

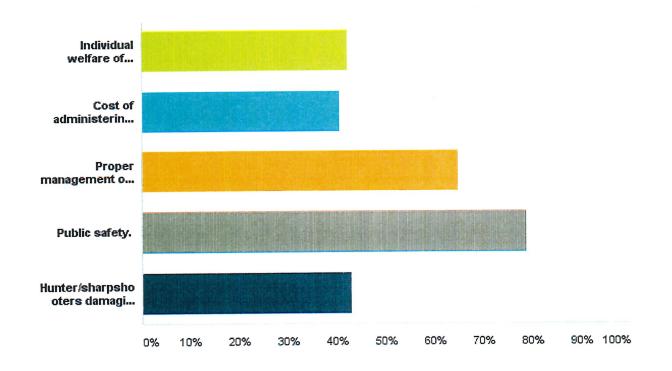


Q25: Research concludes that lethal removal measures are most effective for managing deer population. Please indicate your level of support for a sharpshooting program within the State's established regular deer hunting season within the City.



# Q26: What concerns would you have regarding a managed lethal removal of white-tailed deer within the City? (Check all that apply)

Answered: 5,102 Skipped: 307



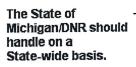
# Q26: What concerns would you have regarding a managed lethal removal of white-tailed deer within the City? (Check all that apply)

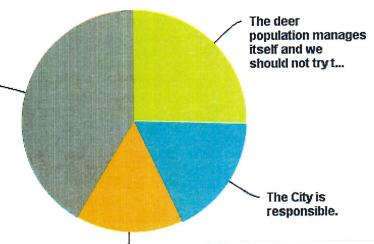
Answered: 5,102 Skipped: 307

Answer Choices	Responses	
Individual welfare of deer.	42.22%	2,154
Cost of administering a deer management program.	40.59%	2,071
Proper management of hunters/shooters.	64.76%	3,304
Public safety.	78.64%	4,012
Hunter/sharpshooters damaging property.	42.73%	2,180
Total Respondents: 5,102		

# Q28: In your opinion who should be responsible for managing the deer population?

Answered: 4,904 Skipped: 505





The County handles animal control in our area. It is their...

Answer Choices	Responses	
The deer population manages itself and we should not try to artificially manipulate it.	25.47%	1,249
The City is responsible.	17.56%	861
The County handles animal control in our area. It is their responsibility.	15.46%	758
The State of Michigan/DNR should handle on a State-wide basis.	41.52%	2,036
Total	The state of the s	4,904



### Regional Partnership

City Management and Mayor's from surrounding communities agree that a regional (vs city by city) plan in needed. Leaders are developing a coalition to work with the DNR in establishing a Regional Deer Management Plan





# Questions?



#### 32325 Franklin Road, Franklin, Michigan 48025

(248) 626-9666 FAX: (248) 626-0538

#### www.franklin.mi.us

#### Franklin Village Board of Trustees

#### RESOLUTION

**WHEREAS** the Village of Franklin has significant numbers of wild deer living and foraging in the Village neighborhoods, and

**WHEREAS** the wild deer population can be a hazard for motorists and cause damage to local landscapes, and

**WHEREAS** the City of Farmington Hills passed the attached resolution seeking participation of neighboring jurisdictions in a collaborative effort with the Michigan Department of Natural Resources (MDNR) to develop appropriate methods to control the local deer population, and

**WHEREAS** it makes practical and economic sense for the Village of Franklin to work with our neighbors and the MDNR to explore and define appropriate means to restrain the growth of the local deer population, now

**BE IT RESOLVED** the Franklin Village Board of Trustees agrees to participate with the City of Farmington Hills, MDNR and other local agencies in effort to address issues related to growing deer populations and hereby directs the Village Administrator to work with our colleagues in Farmington Hills as appropriate to support and develop this effort to control the local deer population.

#### VILLAGE OF FRANKLIN

### GRASS CUTTING, TRIMMING AND OTHER LANDSCAPE SERVICES PROPOSAL

#### ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Village Offices, 32325 Franklin Road, Franklin MI 48025 until:

October 4, 2021 at 2 p.m.

At which time, all bids will be publicly opened and read aloud. The Village reserves the right to reject any or all bids, to waive or not waive irregularities in bids or bidding procedures, and to accept or further negotiate price, terms or conditions of any bid determined by the Village to be in its best interest whether or not the lowest bid.

Bid documents may be obtained from the Village Clerk's Office or the MITN website <a href="https://www.bidnetdirect.com/">https://www.bidnetdirect.com/</a>

PLEASE NOTE: THE VILLAGE IS BIDDING OUT FOUR SEPARATE CONTRACTS FOR DEPARTMENT OF PUBLIC WORKS SERVICES. BIDDERS MAY BID ON ONE, SOME OR ALL FOUR BIDS. THE OTHER BIDS ARE:

- SNOW REMOVAL AND SALTING SERVICE
- TREE REMOVAL, TRIMMING AND STUMP REMOVAL SERVICES
- PUBLIC WORKS SERVICES

Please clearly mark bid envelopes: <u>Grass Cutting, Trimming and Other Landscape</u> Services Proposal

Heather Mydloski Franklin Village Clerk

### <u>Village of Franklin</u> <u>Grass Cutting, Trimming and other Landscaping Services Proposal</u>

#### Instructions to Bidders

- 1. Any and all bids must be on the Village of Franklin proposal forms and must be delivered to and received at the Village Offices, 32325 Franklin Road on or before the date and time specified in the Advertisement for Bids.
- 2. If further information regarding this bid is required, please contact the Village Administrator at (248) 626-9666.
- 3. The term of this contract will be three years but may be extended at the option of the Village of Franklin for up to two additional years. Contract commencement date shall be on or before November 30, 2021.
- 4. Bidder changes or alterations to bid documents including specifications may result in a bid being rejected.
- 5. All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through contract completion. Approval and award of a bid shall not constitute a formed contract, and the approval and award of a bid is contingent and conditioned on entry into a written contract acceptable to the Village.
- 6. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Village of Franklin, its elected and appointed officials, employees and volunteers and others working on behalf of the Village of Franklin against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Franklin, its elected and appointed officials, employees, volunteers or other working on behalf of the Village of Franklin, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
- 7. A successful bidder shall procure and maintain for the term of the contract Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance in accordance with the Bid Specifications.

### <u>Village of Franklin</u> <u>Grass Cutting, Trimming and Other Landscape Services Proposal</u>

#### **Bid Specifications**

#### **DESCRIPTION OF WORK**

These specifications describe the landscape maintenance of public property, road rightof-ways and cul-de-sacs located in the Village of Franklin as specified herein. It is the intent and purpose to include everything necessary for the thorough and satisfactory completion of the work, although each item or method may not be specifically mentioned.

The successful Bidder shall maintain the property known as the Village Green and the lawns around the Village Offices, Franklin Road road right-of-ways and cul-de-sacs under Village jurisdiction. Occasionally the successful Bidder may be required to mow private property in case of property code violations. Included in the bid is a twice a year lawn fertilization program, and shrub and tree trimming on Village property.

Anticipated annual completion date is October 15<sup>th</sup> but can vary depending on the weather. Work for the following year is expected to begin the first week of April.

#### MOWING AND TRIMMING SPECIFICATIONS

The successful Bidder shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories, and perform and complete all the work called for in these specifications.

The successful Bidder shall indicate on the Proposal page the unit price per mowing cut for each area outlined in the attached map; the areas shall be known as:

- the Village Green (approximately 225 feet by 240 feet)
- Village owned property around the ball fields
- Village Offices and Police Department property
- Franklin Road right-of-ways
- Cul-de-sacs NOTE: some cul-de-sacs are ditches and appropriate equipment is needed for grass cutting

At each cutting, the grass will be mowed and trimmed to a height of approximately three and one-half (3 ½) inches. Mowers designed to mulch grass clippings shall be used. Grass clippings are to be left on the lawn and removed from paved surfaces. Seasonal height adjustments may be made by the Village depending on weather conditions. Workmanship will be of good quality.

The successful Bidder will be responsible for trimming around fixed objects, i.e. telephone poles and signs, located within the identified areas. Caution will be exercised when trimming around trees and shrubs so as to avoid plant damage.

Prior to the activity of grass mowing and trimming, the successful Bidder shall pick up and remove all litter and rubbish material and the successful Bidder will leave the area in a neat condition, free from litter and debris

The quantities shown in the Bid map are approximate only and may be subject to increase or decrease. The maximum or minimum number of cuts will be not guaranteed. Payment will be based on the quantity cut during the billing cycle.

#### OTHER LANDSCAPE SERVICE SPECIFICATIONS

The successful Bidder will also be required to spread mulch around Village Green trees and planting beds and in planting beds at the Village Offices during the second week of May. Since the fresh appearance of mulch diminishes by mid summer, the successful Bidder will replace or refresh the mulch on the Village grounds at least once during the summer.

The successful Bidder will be responsible for trimming a number of shrubs and ornamental trees in and around the Village Offices property and the Village Green. This work will commence prior to the annual Garden Club Village Walk which occurs in early June, and will continue throughout the summer as needed.

All planting beds are to be weeded and treated periodically throughout the year. No weed and feed products are to be used. To the extent possible, weeds and/or pests are to be specifically identified and then spot treated

Twice a year fertilizer shall be applied to the Village Green and Village Offices Property as specified below:

- Fertilizer shall be a no-phosphorous fertilizer with a 5:1 or greater nitrogen-tophosphate ratio
- Fertilizer shall be applied in a manner to minimize the potential of fertilizer entering any lake, stream, drain, wetland or natural watercourse
- Fertilizer shall be kept off all paved or otherwise impervious surfaces. To prevent fertilizer from washing into the storm sewer, all fertilizer will be immediately swept or blown back onto the turf areas
- Fertilizers are not to be applied immediately before an anticipated heavy rainfall event or during a heavy rainfall event
- One application of fertilizer shall be applied before June 1<sup>st</sup>; a second application shall occur in the fall, preferably in November as long as the ground is not frozen or snow covered.

The successful Bidder will provide leaf collection at the Village Green and Village Offices property in the fall as needed or directed by the Village Administrator. The proposal rate shall include the disposal of all yard waste collected during the fall season.

#### **SUPERVISION**

The successful Bidder shall employ an experienced supervisor or foreman to direct the activities of the contractor's employees. The Village Administrator or their designated representative shall inspect the landscaping activities and point out any discrepancies between what is being performed and what is required in the contract. The successful Bidder shall make adjustments to eliminate these discrepancies within 24 hours of being notified.

The successful Bidder will provide monthly invoices that itemize the work performed by date and detailing hours, equipment and operators used. A proposed time sheet to track hours and equipment must be submitted with the bid.

#### MOWING AND TRIMMING SCHEDULE

The anticipated schedule for mowing and trimming shall be as follows:

- once a week for the Village Green and Village Office property
- every two weeks for road rights-of-way and cul-de-sacs

This schedule is subject to change depending on the frequency and amount of rain.

#### IRRIGATION SERVICE

Please indicate in the bid proposal if you are able to perform irrigation services including spring start-up, winterization and periodic head adjustments.

#### HOURS OF OPERATION

The successful Bidder shall work only Monday through Friday unless prior approval is granted by the Village Administrator. No work shall commence in the Village prior to 8:00 a.m. nor continue past 7:00 p.m. No work shall be allowed on holidays. The Village observes the following legal holidays:

Independence Day
Labor Day
Memorial Day

#### **EQUIPMENT AND SAFETY**

The Bidder will provide a description of all equipment available and intended for use including type and age. The equipment shall be kept in good repair. The successful Bidder shall provide employees who are properly trained, who are professional, courteous and competent.

The successful Bidder also agrees that any consumption of alcohol before or during working hours or driving or working under the influence of alcohol or controlled substances by its employees is strictly forbidden and shall constitute grounds for contract termination.

All employees must be appropriately licensed by the State of Michigan. All equipment must be validly licensed by the State of Michigan and clearly identified with the company identification markings.

Any damage caused by the contractor during any part of the operation will be repaired within 24 hours. If the contractor has knowledge of any other damage in their work area not caused by them, the Village should be notified immediately.

At no time shall the contractor or contractor's employees use any residential or private property to park equipment on or to gather for breaks, lunches or for any other reason.

All equipment must be returned to the contractor's work site each day. All equipment must be validly licensed by the State of Michigan and all vehicles clearly identified with the company identification markings

#### **QUALITY ASSURANCE**

As the mowing schedule will be an integral part of the contract, any deviation from the schedule without approval of the Village will be considered non-performance. Should the performance be behind schedule greater than five (5) days, the Village reserves the right to fine the contractor \$100.00 per calendar day until the performance is in compliance with the schedule. If the contractor is greater than ten (10) days behind schedule, the Village may at its option:

- Have the work performed by another and the contractor will pay all costs incurred in connection with this performance, or
- Terminate the contract for non-performance and the contractor will be responsible for all reasonable costs incurred in the performance of herein contracted for activities for the entire contract term, including administrative expense of procuring another contractor

#### **INSURANCE**

The successful Bidder shall procure and maintain at its own expense during the term of the contract and supply proof of the following insurance coverage:

- <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- Owners Contractors Protective Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit, Personal

- Injury, Bodily Injury and Property Damage. The Village of Franklin shall be "Named Insured" on said coverage.
- Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all nonowned, and all hired vehicles.
- Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

The successful Bidder shall not commence work under the contract until it has obtained the insurance required hereunder and provided proof of the same. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan. All coverages shall be with carriers acceptable to the Village of Franklin.

On Commercial General Liability and Motor Vehicle Liability Insurance, the following shall be Additional Insureds: the Village of Franklin, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

Workers' Compensation, Commercial General Liability, Owners Contractors Protective Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating sixty (60) days advance written notice of cancellation or non-renewal shall be sent to the Village Administrator.

Prior to execution of a contract with the Village, the successful Bidder shall provide the Village with certificates of insurance and/or policies for the required coverages in a form acceptable to the Village.

#### GOOD HOUSEKEEPING PRACTICES

As part of the Village's obligation under the General Storm Water Permit and Storm Water Pollution Preventative Initiative Agreement, the Village is committed to improving the water quality within the Village's surface water, drains, wetlands and streams which all eventually discharge to the Rouge River.

The Village encourages the successful Bidder to attend training on issues that support environmental friendly lawn and garden maintenance that protect water quality.

Please indicate in the bid proposal if your company is endorsed by the Michigan Green Industry Association as being a lawn care service provider meeting the endorsement requirements of the Healthy Lawn Care Program for Watershed Protection.

#### CONTRACTOR APPEARANCE

The services to be rendered by the successful Bidder shall be performed in a professional, orderly and efficient manner. The appearance of the contractor's employees will adhere to the Village's judgment of acceptable appearance. No ripped or torn clothing will be permitted. The contractor's employees will not be allowed to work without shirts.

#### CONTACT PERSON

The successful Bidder shall provide, in writing, the name of a contact person, a phone number and an emergency number that the Village shall use for the reporting and disposition of problems.

#### **CONTRACT TERMINATION**

The Village of Franklin shall reserve the right to terminate the contract upon thirty (30) days written notice due to unsatisfactory performance or for any reason deemed to be in its best interest. The Village Administrator will be solely responsible for determining acceptable performance levels and the Village's best interest, and the Village Administrator's decision shall be final. The Village reserves the right to re-award or rebid the contract in whatever manner it deems to be in its best interest.

#### **BIDDER'S QUALIFICATIONS**

The Bidder must have a minimum of three (3) years experience in municipal grass cutting, trimming and landscape services.

#### REFERENCES

The Bidder must submit a list of at least three (3) government agency references for which they have performed similar services. The list must include the organization's name, contact person's name and title, telephone number, email (if available) and length of service provided to reference.

#### TAXES

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the Village against any liability for same.

#### COMPLIANCE WITH LAW AND REGULATIONS

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

#### INDEPENDENT CONTRACTOR

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the Village.

#### SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the Village's advance written consent.

#### REFERENCES

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#### PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the Village of Franklin the following items:

- 1. The Bidder has examined the proposal and specifications regarding the scope of work.
- 2. The Bidder has examined the municipally owned area and has become familiar with conditions surrounding the maintenance and landscaping requirements.
- 3. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of yard waste disposal charges.
- 4. The work will be performed in accordance with all elements set forth in this proposal.
- 5. This proposal is made in good faith and without fraud or collusion.
- 6. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

The undersigned fully understands the requirements, therefore the costs to provide weekly and bi-weekly grass cutting and trimming, twice year fertilizations, fall leaf pick up, shrub and ornamental tree trimming and mulch spreading.

The following rate billed per month for a three year price proposal:

Year 1 - Current to June 30, 2022

Mowing and tr	rimming of Village Office pro	operty and Village Green \$	/cut
	rimming of cul-de-sacs and Fi		
Fertilization of	f Village Office and Village (	Green \$	_/application
	r other landscaping services in bs and trees, weeding planting		
\$	/hour for	(indicate	service)
\$	/hour for	(indicate	service)
\$	/hour for	(indicate	service)
\$	/hour for	(indicate	service)
\$	/hour for	(indicate	service)

#### Year 2 - July 1, 2022 to June 30, 2023

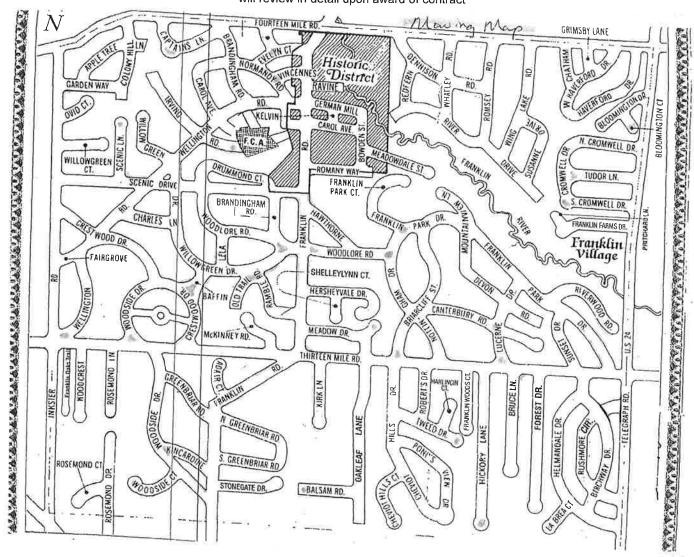
Mowing an	id trimming of village Office pro	perty and Village Green \$	/cut
Mowing an	d trimming of cul-de-sacs and Fr	anklin Road right-of-way \$_	/cut
Fertilization	n of Village Office and Village C	Green \$	/application
	for other landscaping services in hrubs and trees, weeding planting		
\$	/hour for	(indicate s	ervice)
\$	/hour for	(indicate s	ervice)
\$	/hour for	(indicate s	ervice)
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\$	/hour for	(indicate s	ervice)
	Year 3 - July 1, 20 d trimming of Village Office pro d trimming of cul-de-sacs and Fr	-	
Fertilization	n of Village Office and Village G	reen \$	/application
Hourly rate trimming sh up:	for other landscaping services in trubs and trees, weeding planting	cluding but not limited to spr beds, irrigation services and	eading mulch fall leaf pick
\$	/hour for	(indicate se	ervice)
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#### PROPOSAL FOR SERVICES CONTINUED

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.
constacted an integral part of any sta proposal.
TRANSITION PROCESS: Please state your company's process to transition from the current company to your company, should you be awarded the contract, assuming you are not the existing company under contract. Please state the procedures that are in place to guarantee continued services, without interruption, during the transitioning from one vendor to another.

(	Company Name
	Address
F	Phone Number
(	Contactor Representative Name
F	Authorized Signature
J	Γitle
	CHECK LIST FOR BIDDERS
	Proposal for services  Description of any exceptions to the specifications
_	Proposal for services
_	Proposal for services  Description of any exceptions to the specifications
	Proposal for services  Description of any exceptions to the specifications  Transition process description
	Proposal for services  Description of any exceptions to the specifications  Transition process description  Contact information with authorized signature
	Proposal for services  Description of any exceptions to the specifications  Transition process description  Contact information with authorized signature  Three references

For bidding purposes only, subject to change, will review in detail upon award of contract



Firm Name		Firm Name	Jing WS OH CO	Grass Cutting, Trimming and Other-Uniform Name  Bollyn Surv. Lewis Scot  Scyles Scote Layor  Combined Trimming and Other-Uniform Name  Bollyn Surv. Lewis Layor  Bollyn Surv. Layor  Bolly
Category-all per hr  Mowing and trimming of Village Office property and Village Green per cut Mowing and trimming of cul-de-sacs and Franklin rod right-of-way per cut Mowing and trimming of cul-de-sacs and Franklin rod right-of-way per cut Fertilization of Village Office and Village Green per application Hourly rate for other landscaping services including but not limited to spreading mulch, trimming shrubs and tees, weading planting beds, irrigation services and fall leaf pick up:	Mowing and trimming of uilage Office property and Village Green per cut Mowing and trimming of cul-de-sess and Franklin rod right-of-way per cut Fertilization of Villag Office and Village Green per application Hourly rate for other landscaping services including but not limited to spreading mulch, trimming shrubs and tees, weeding planting beds, irrigation services and fall leaf pick up:	Mowing and trimming of cul-de-sacs and Franklin rod right-of-way per cut Fertilization of Villag Office and Village Green per application Hourly rate for other landscaping services including but not limited to spreading mulch, trimming shrubs and tees, weeding planting beds, irrigation services and fall leaf pick up:  Category- all per hr  Category- all per hr		Grass Cutting, Trimming and Other Landscape Services 100421  Firm Name    Category all per ht   Category all p
Year 1	100	Year 1	Year 1	Year 1
Year 2	7 (0.01	Year 2	Year 2	8008 TASE
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LANDSCAPE CONSTRUCTION
 LAWN MAINTENANCE
 BRICK PAVERS
 CUSTOM DESIGNS
 SNOW AND ICE CONTROL

30435 SOUTH GREENBRIAR • FRANKLIN, MI 48025 • PHONE (248) 645-0460 • johnsonlandscapinginc.com

Johnson Landscaping Village maintenance proposal 10/4/2021

Dpw

Lawn and Landscape

Snow plowing services

### PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the Village of Franklin the following items:

- 1. The Bidder has examined the proposal and specifications regarding the scope of
- 2. The Bidder has examined the municipally owned area and has become familiar with conditions surrounding the maintenance and landscaping requirements.
- 3. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of yard
- 4. The work will be performed in accordance with all elements set forth in this
- 5. This proposal is made in good faith and without fraud or collusion.
- 6. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

The undersigned fully understands the requirements, therefore the costs to provide weekly and bi-weekly grass cutting and trimming, twice year fertilizations, fall leaf pick up, shrub and ornamental tree trimming and mulch spreading.

The following rate billed per month for a three year price proposal:

Year 1 - Current to June 30, 2022

1 current to June 30, 2022
Mowing and trimming of Village Office property and Village Green \$ 300 /cut
Mowing and trimming of cul-de-sacs and Franklin Road right-of-way & USO
Fertilization of Village Office and Village Green \$ 310 /application
Hourly rate for other landscaping services including but not limited to spreading mulch, trimming shrubs and trees, weeding planting beds, irrigation services and fall leaf pick up:
\$ 55 per/hour for All other Services. (indicate service)
\$
\$
/hour for(indicate service)
\$
INTINSON LANDSCOPINGING

JOHNSON LANDSCUPI

#### Year 2 - July 1, 2022 to June 30, 2023

Mowing and trimming of Village Office property and Village Green \$ 500 /cut
Mowing and trimming of cul-de-sacs and Franklin Road right-of-way \$450 /cut
Fertilization of Village Office and Village Green \$ 320 /application
Hourly rate for other landscaping services including but not limited to spreading mulch, trimming shrubs and trees, weeding planting beds, irrigation services and fall leaf pick up:
\$_60 /hour for All Other Sauce (indicate service)
\$(indicate service)
\$(indicate service)
\$(indicate service)
\$(indicate service)
Year 3 - July 1, 2023 to June 30, 2024  Mowing and trimming of Village Office property and Village Green \$ 3 00 /cut
Mowing and trimming of cul-de-sacs and Franklin Road right-of-way \$ 450 /cut
Fertilization of Village Office and Village Green \$_330 /application
Hourly rate for other landscaping services including but not limited to spreading mulch, trimming shrubs and trees, weeding planting beds, irrigation services and fall leaf pick up:
\$
\$(indicate service)
\$(indicate service)
\$(indicate service)
\$(indicate service)

#### **VILLAGE OF FRANKLIN**

#### **PUBLIC WORKS SERVICES**

#### ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Village Offices, 32325 Franklin Road, Franklin MI 48025 until:

October 4, 2021 at 2 p.m.

At which time, all bids will be publicly opened and read aloud. The Village reserves the right to reject any or all bids, and to waive or not waive irregularities in bids or bidding procedures, and to accept or further negotiate price, terms or conditions of any bid determined by the Village to be in its best interest whether or not the lowest bid.

Bid documents may be obtained from the Village Clerk's Office or the MITN website.

PLEASE NOTE: THE VILLAGE IS BIDDING OUT FOUR SEPARATE CONTRACTS FOR DEPARTMENT OF PUBLIC WORKS SERVICES. BIDDERS MAY BID ON ONE, SOME OR ALL FOUR BIDS. THE OTHER BIDS ARE:

- GRASS CUTTING, TRIMMING AND OTHER LANDSCAPE SERVICES
- SNOW REMOVAL AND SALTING SERVICE
- TREE REMOVAL, TRIMMING AND STUMP REMOVAL SERVICES

Please clearly mark bid envelopes: Public Works Services Bid

Heather Mydloski Franklin Village Clerk

#### <u>Village of Franklin</u> Public Works Services Bid

#### **Instructions to Bidders**

- 1. Any and all bids must be on the Village of Franklin proposal forms and must be delivered to and received at the Village Offices, 32325 Franklin Road on or before the date and time specified in the Advertisement for Bids.
- 2. If further information regarding this bid is required, please contact the Village Administrator at (248) 626-9666.
- 3. The term of this contract will be for three years but may be extended at the option of the Village of Franklin for up to two additional years. Contract commencement shall be on or before November 30, 2021.
- 4. Vendor changes or alterations to bid documents including specifications may result in a bid being rejected.
- 5. All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through contract completion. Approval and award of a bid shall not constitute a formed contract, and the approval and award of a bid is contingent and conditioned on entry into written contract acceptable to the Village.
- 6. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Village of Franklin, its elected and appointed officials, employees and volunteers and others working on behalf of the Village of Franklin against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Franklin, its elected and appointed officials, employees, volunteers or other working on behalf of the Village of Franklin, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. The successful bidder shall execute the Hold Harmless Agreement found within the bid documents and submit it with the bid.
- 7. A successful Bidder shall procure and maintain for the term of the contract Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance in accordance with Bid Specifications.

#### Village of Franklin Public Works Services Bid

#### **Bid Specifications**

#### **DESCRIPTION OF WORK**

It is the intent of these specifications to describe the minimum requirements for Public Works Services generally related to road maintenance and repair and other miscellaneous services. Such services shall include but not be limited to hot and cold patch repair, brushing loose stone from intersections, maintaining traffic signs and street signs, grading shoulders, and service related to maintaining the drainage along Village roads. The Village road system consists of 28 miles of streets. All road signals and road striping are serviced by the Road Commission of Oakland County and are not the responsibility of the Village.

Some of the work to be performed will be a result of work orders from resident and Village staff requests for service. It is important that the successful Bidder show initiative and be responsible for identifying other work that needs to be addressed as well as perform regular maintenance without direction from the Village.

Each and every expected operation or assignment is not necessarily outlined in the bid specifications. A schedule of operations shall be developed by the successful Bidder in cooperation with the Village. Such schedule must provide maintenance service levels acceptable to the Village. The successful Bidder shall meet the established schedule approved by the Village, unless a change is authorized by the Village. Failure to meet such schedule may be considered a breach of contract.

#### ROAD MAINTENANCE AND REPAIR

Work is to be done according to need and as part of a regular maintenance schedule. The purpose is to protect the motoring public and reduce accident, injury and potential municipal liability claims, and improve road surface life. Work includes maintaining the proper drainage of storm water by keeping culverts and ditches flowing. Work location is on all Village maintained roads and Village owned parking lots but does not include Telegraph Road, 13 Mile, 14 Mile or Inkster. NOTE: Most large pavement replacement jobs are done by private contract. Include in the bid a description of the equipment and vehicles that will be used to perform these services: Types of road maintenance and repair include:

- Cold Patching to be done weekly in winter and spring and once monthly in summer and fall dependent on the weather
- Hot patching to be done in the spring, summer and fall dependant on need and weather
- Sweeping of intersections to be done in the spring, summer and fall to improve aesthetics and reduce the amount of dust that accumulates in the roads (preferably with a sweeper on a vehicle)

- Back up gravel along road edge to prevent asphalt from deteriorating and breaking up as needed
- Grade gravel shoulders and apply gravel as needed
- Catch basin cleaning as required to maintain good drainage from the street at least once during the spring, summer and fall, and repair as needed
- Remove debris from driveway and street culverts and ditches to maintain proper drainage as needed
- Street culvert cleaning, repair and replacement will be dependent upon the contractor's ability to perform the work
- Street and traffic sign repair and replacement as needed
- Removal of dead animals as needed
- Maintain and repair sidewalks and safety paths as needed

#### OTHER MISCELLANEOUS WORK

The successful Bidder will perform miscellaneous custodial or maintenance work around the Village owned premises such as outdoor light bulb replacement, moving bulky items, and miscellaneous building repair and maintenance at the Village Offices and Police Department. Successful Bidder will also be responsible for miscellaneous work required for special civic events such as barricade set up.

#### MATERIAL FURNISHED BY THE VILLAGE AND CONTRACTOR

It is the general intent of the Village to furnish supplies and material such as cold and hot patch, gravel and traffic and street signage directly required for use by the Contractor in carrying out the responsibilities under the contract, except those relating to the Contractor's overhead, i.e. office supplies, fuel, oil, etc. and for the operation, servicing or repair of equipment. The Village may, at its discretion, request that the Contractor obtain materials or supplies for performance of the work under the contract. The Contractor shall not be entitled to any allowance or percentage increase above the actual cost of the Contractor to acquire these materials or supplies.

#### STORAGE OF MATERIAL AND EQUIPMENT

All material and equipment shall be stored on the Contractor's premises unless an agreement has been reached previously between the Village and Contractor. The Contractor shall indicate in their bid where equipment shall be normally stored.

All equipment must be validly licensed by the State of Michigan and clearly identified with the company identification markings

If the Contractor fails on any day to provide employees or equipment capable and qualified to do the work required by the contract, it shall be considered a material default by the contractor. Such default, or any other material breach by the contractor, shall entitle the Village to terminate the contract and to assess damages.

All equipment to be used and all work to be performed must be in full compliance with the most current provisions of all local, State and Federal regulations related to the services provided.

#### **EMPLOYEES**

To the extent possible, one employee shall be assigned to the work in the Village on a regular basis. Personnel assigned to the work shall be competent to do the tasks for which they are engaged and shall be capable of "multi-tasking" so as to make full and effective use of paid time. When the regular employee is not available, the successful Bidder shall assign another employee if there is sufficient work load, to be determined by the Village.

The successful Bidder shall employ, for all parts of the work, only competent and trustworthy workers, including a reliable supervisor. Should the Village at any time give notice in writing to the Contractor that the work or behavior on the job of any employee is unacceptable, or that the employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way a detriment to the satisfactory progress of the work, such employee shall be removed from any and all work associated with the contract and not permitted or allowed to engage in any work under this contract.

The successful Bidder also agrees that any consumption of alcohol or controlled substances by its employees is a material breach of contract grounds for contract termination.

#### **SUPERVISION**

The successful Bidder shall employ an experienced supervisor or foreman to direct the activities of the contractor's employees. The supervisor or foreman shall maintain regular contact with the Village Administrator to discuss work assignments, estimated time frame for completion and to respond to inquiries and complaints from residents. The Village Administrator or their designated representative shall inspect the public works activities and point out any discrepancies between what is being performed and what is required in the contract. The successful Bidder shall make adjustments to eliminate these discrepancies within 24 hours of being notified.

#### WORK LOG AND ANNUAL REPORT

The Village will not compensate the successful bidder with travel to and from the Village or time spent on equipment repairs. The Contractor shall maintain a record, satisfactory to the Village, of all work that is performed, including its location, labor and equipment hours involved and unusual conditions that may have been encountered and may require future attention. These records must be submitted on a bi-weekly basis, or other schedule determined to be acceptable to the Village. Invoices will be paid monthly. A proposed time sheet to track hours for labor and equipment must be submitted with the bid.

The successful bidder shall provide an annual report containing a summary of the yearly activity.

#### FUEL ADJUSTMENT FACTOR

If a fuel adjustment factor is being proposed, attach a spreadsheet to the bid which sets forth the base rate per gallon and the percentage increase or decrease to be applied and the maximum percentage increase that can be applied in a contract year.

#### INSURANCE

The successful Bidder shall procure and maintain at its own expense during the term of the contract and supply proof of the following insurance coverage:

- <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- Owners Contractors Protective Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. The Village of Franklin shall be "Named Insured" on said coverage.
- Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned, and all hired vehicles.
- Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Prior to execution of a contract with the Village, the successful Bidder shall provide the Village with certificates of insurance and/or policies for the required coverages in a form acceptable to the Village.

The successful Bidder shall not commence work under the contract until it has obtained the insurance required hereunder. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan. All coverages shall be with carriers acceptable to the Village of Franklin.

On Commercial General Liability and Motor Vehicle Liability Insurance, the following shall be Additional Insureds: the Village of Franklin, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

Workers' Compensation, Commercial General Liability, Owners Contractors Protective Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating sixty (60) days advance written notice of cancellation or non-renewal shall be sent to the Village Administrator. Prior to execution of a contract with the Village, the successful Bidder shall provide the Village with certificates of insurance and/or policies for the required coverages in a form acceptable to the Village.

#### CONTRACT TERMINATION

The Village of Franklin shall reserve the right to terminate the contract upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. The Village Administrator will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the Village's best interest and be final. The Village reserves the right to retain these services in-house, re-award or re-bid the contract in whatever manner is deemed to be in its best interest.

Three defaults or breach of contract of any kind by the contractor within any two month period may be deemed by the Village to constitute a material breach entitling the Village to terminate the contract.

#### DAMAGE TO PROPERTY

The Contractor shall be responsible for any and all damages caused by his work to buildings, sidewalks, curbs, streets, driveways, structures or conveyances both public and private. It shall be the Contractor's responsibility to repair, restore and replace any damage caused by his work to the satisfaction of the Village.

#### LOCATING BURIED OR OVERHEAD UTILITIES

It shall be the responsibility of the Contractor to contact "Miss Dig" and/or other utility companies prior to any excavations. Damage to overhead or underground utilities caused by work under this contract will be the responsibility of the Contractor.

#### **PUBLIC SAFETY**

When equipment and materials are located within any public right-of-way, the public shall be safeguarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of its work to effectively prevent any accident in consequence of the project operations and to protect the work from damage.

Traffic shall not be detoured without pre-approval of the Chief of Police and Chief of Fire or other designated representative of the Village. During the progress of work, adequate provisions shall be made by the contractor to accommodate normal traffic flow over the public streets in order to minimize inconvenience to the general public.

#### PUBLIC RELATIONS

The Contractor and his employees are expected to respond to the public in a respectable and courteous manner. If the Contractor or his employees cannot satisfy a citizen's concern, he is to refer the citizen to the Village Administrator at 248 626-9666.

## **CONTRACTOR'S QUALIFICATIONS**

The Contractor must have a minimum of five (5) years experience performing public works services similar to the requirements listed in these specifications.

#### REFERENCES

The successful bidder must submit a list of at least two (2) references, preferably government agencies, for which they have performed similar services. The list must include the organization's name, contact person's name and title, telephone number, email (if available), type of work performed and when work was performed.

## HOURS OF OPERATION

The contractor shall not commence work prior to 8:00 a.m. nor continue work beyond 7:00 p.m. No work shall be performed under this contract on Saturdays, Sundays or holidays except for emergency work.

#### **EMERGENCY CALL-OUTS**

Contractor will have a work crew available to respond to emergency situations as may be needed by the Village at the hourly rates quoted herein. Emergency crews shall be available and at job site within **two (2) hours** of the emergency call by the Village. An emergency will be defined as a special occurrence such as storm damage caused by wind or ice or a vehicle accident, etc.

The Contractor is to give absolute preference to the Village in storm or emergency conditions. The Contractor shall provide telephone numbers where they can be reached on a 24 hour basis. The Contractor shall list any other communities or contracts they are under for emergency work below:	

## **TAXES**

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and

other taxes, assessments and levies, and shall hold harmless and indemnify the Village against any liability for same.

## **COMPLIANCE WITH LAW AND REGULATIONS**

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

### INDEPENDENT CONTRACTOR

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the Village.

### SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the Village's advance written consent.

# <u>Village of Franklin</u> Public Works and Miscellaneous Services

#### PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the Village of Franklin the following items:

- 1. The Bidder has examined the proposal and specifications regarding the scope of work.
- 2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the Village.
- 3. The Bidder has examined the streets and has become familiar with conditions surrounding their maintenance.
- 4. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, and insurance and repairs costs.
- 5. The work will be performed in accordance with all elements set forth in this proposal.
- 6. This proposal is made in good faith and without fraud or collusion.
- 7. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

The undersigned fully understands the requirements, therefore the rates for public works and other miscellaneous services for Year 1 (Current- June 30, 2022), Year 2 (July 1, 2022 – June 30, 2023) and Year 3 (July 1, 201\23 – June 30, 2024) shall be as follows:

Indicate hourly rate inclusive of fuel and insurance costs

	Year 1	Year 2	Year 3
Laborer			
Supervisor			,
Dump truck with operator			
Pick up truck with operator			
Scraper with operator	-		-
Front end loader with operator	÷	B	
Sweeper with operator			

Other equipment with operator (in	dicate type of equipment below)
<del></del>	
<u> </u>	
REFERENCES	
	rancies for which your commons has anostided similar
services.	gencies for which your company has provided similar
1. Agency	Phone Number
Address	
	Years service provided
Email of Contact	
2. Agency	Phone Number
Address	
	Years service provided
Email of Contact	
Please provide proof of minimum	five years experience in public work services:

1	
current you are place to	SITION PROCESS: Please state your company's process to transition from the company to your company, should you be you awarded the contract, assuming not the existing company under contract. Please state the procedures that are in guarantee continued services, without interruption, during the transitioning from ador to another.
-	

Firm Name:	Date:
Address:	
	Cell Phone:
Email	
	Title:
	CHECK LIST FOR BIDDERS
Proposal for service	es based on hourly rates
Proposed work reco	ord describing location, labor and equipment hours
Description and age	e of all equipment and vehicles expected to be used
Supply a list of curr provided to	rent and expected clients that emergency service is bei
Description of any of	exceptions to the specifications
Contact information	n with authorized signature
Two references	
Proof of five years	of experience
Name of foreman of	r supervisor
Indicate location wh	nere equipment and materials are stored

Category per hour	Year 1	Year 2	Year 3
Laborer	55	600	B
Supervisor	<b>X</b> O	28	Sh l
Dump truck with operator	130	281	125
Pick up truck with Operator	115	- Jae	000
Scraper with operator	(50	<u> </u>	TSC)
Frnt end loader with operator	155	ISS	155
Sweeper with Operator	OL!	0[]	070
Other Equipment			
Totals:			
Category per hour	Year 1	Year 2	Year 3
Laborer			
Supervisor			
Dump truck with operator			
Pick up truck with Operator			
Scraper with operator			
Frnt end loader with operator			
Sweeper with Operator			
Other Equipment			
Totals:			
Category per hour	Year 1	Year 2	Year 3
Laborer			
Supervisor			
Dump truck with operator			
Pick up truck with Operator			
Scraper with operator			
Frnt end loader with operator			
Sweeper with Operator			
Other Equipment			
Totals:			
	Laborer  Supervisor  Dump truck with Operator  Fint end loader with Operator  Sweeper with Operator  Fint end loader with operator  Category per hour  Laborer  Supervisor  Dump truck with Operator  Pick up truck with Operator  Suraper with Operator  Fint end loader with operator  Other Equipment  Totals:  Category per hour  Laborer  Supervisor  Dump truck with Operator  Fint end loader with Operator  Supervisor  Other Equipment  Totals:  Category per hour  Supervisor  Dump truck with Operator  Fint end loader with Operator  Supervisor  Dump truck with Operator  Supervisor  Other Equipment  Totals:  Category per hour  Supervisor  Other Equipment  Totals:  Category per hour	ator erator  erator  erator  ator  ator  erator  erator  erator	Year 1   Year 1   Year 1   Year 1



LANDSCAPE CONSTRUCTION
 LAWN MAINTENANCE
 BRICK PAVERS
 CUSTOM DESIGNS
 SNOW AND ICE CONTROL

30435 SOUTH GREENBRIAR • FRANKLIN, MI 48025 • PHONE (248) 645-0460 • johnsonlandscapinginc.com

Johnson Landscaping Village maintenance proposal 10/4/2021

Dpw

Lawn and Landscape

Snow plowing services

## <u>Village of Franklin</u> Public Works and Miscellaneous Services

#### PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the Village of Franklin the following items:

- 1. The Bidder has examined the proposal and specifications regarding the scope of work.
- 2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the Village.
- 3. The Bidder has examined the streets and has become familiar with conditions surrounding their maintenance.
- 4. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, and insurance and repairs costs.
- 5. The work will be performed in accordance with all elements set forth in this proposal.
- 6. This proposal is made in good faith and without fraud or collusion.
- 7. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

The undersigned fully understands the requirements, therefore the rates for public works and other miscellaneous services for Year 1 (Current- June 30, 2022), Year 2 (July 1, 2022 – June 30, 2023) and Year 3 (July 1, 201\23 – June 30, 2024) shall be as follows:

Indicate hourly rate inclusive of fuel and insurance costs

	Year 1	Year 2	Year 3
Laborer	55	_60	60
Supervisor	80	_85 _	85_
Dump truck with operator	130	135	135
Pick up truck with operator	115	120	120
Scraper with operator	150	150	150
Front end loader with operator	155	155	155
Sweeper with operator	170	170	170

## VILLAGE OF FRANKLIN

# TREE REMOVAL, TREE TRIMMING AND STUMP REMOVAL INVENTORY, TREATMENT AND FERTILIZER CARE OF VILLAGE OWNED TREES AND NEWLY PLANTED TREES

#### ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Village Offices, 32325 Franklin Road, Franklin MI 48025 until:

October 4, 2021 at 2 p.m.

At which time, all bids will be publicly opened and read aloud. The Village reserves the right to reject any or all bids, and to waive or not waive irregularities in bids or bidding procedures, and to accept or further negotiate price, terms or conditions of any bid determined by the Village to be in its best interest whether or not the lowest bid.

Bid documents may be obtained from the Village Clerk's Office or the MITN website https://www.bidnetdirect.com/

PLEASE NOE: THE VILLAGE IS BIDDING OUT FOUR SEPARATE CONTRACTS FOR DEPARTMENT OF PUBLIC WORKS SERVICES. BIDDERS MAY BID ON ONE, SOME OR ALL FOUR BIDS. THE OTHER BIDS ARE:

- SNOW REMOVAL AND SALTING
- GRASS CUTTING, TRIMMING AND OTHER LANDSCAPE SERVICES
- PUBLIC WORKS SERVICES

Please clearly mark bid envelopes: <u>Tree Removal, Tree Trimming and Stump Removal</u> Bid

Heather Mydloski Franklin Village Clerk

# Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, Treatment And Fertilizer Care Of Village Owned Trees And Newly Planted Trees

#### **Instructions to Bidders**

- 1. Any and all bids must be on the Village of Franklin proposal forms and must be delivered to and received at the Village Offices, 32325 Franklin Road on or before the date and time specified in the Advertisement for Bids.
- 2. If further information regarding this bid is required, please contact the Village Administrator at (248) 626-9666.
- 3. The term of this contract will be for three years but may be extended at the option of the Village of Franklin for up to two additional years. Contract commencement shall be on or before November 30, 2021.
- 4. Vendor changes or alterations to bid documents including specifications may result in a bid being rejected.
- 5. All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through contract completion. Approval and award of a bid shall not constitute a formed contract, and the approval and award of a bid is contingent and conditioned on entry into written contract acceptable to the Village.
- 6. To the fullest extent by law, the successful bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Village of Franklin, its elected and appointed officials, employees and volunteers and others working on behalf of the Village of Franklin against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Franklin, its elected and appointed officials, employees, volunteers or others working on behalf of the Village of Franklin, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. The successful bidder shall execute the Hold Harmless Agreement found within the bid documents and submit it with the bid.
- 7. A successful Bidder shall procure and maintain for the term of the contract Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance in accordance with Bid Specifications.

# Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, treatment and fertilizer care of Village Owned Trees and newly planted trees

## **Bid Specifications**

#### DESCRIPTION OF WORK

It is the intent of these specifications to describe the minimum requirements for removal and trimming of Village trees and for stump removal along with the inventory, treatment and fertilizer care of Village owned trees and newly planted trees. The successful bidder shall be required to supply the necessary labor, supervision, equipment, tools and insurance to trim or remove trees or stumps along with the maintenance of healthy trees as designated by the Village of Franklin. All work to be done on an as-needed basis with no guarantee of any certain quantity. The amount of work will be dependent upon budgetary limitations.

Emergency work will typically consist of downed or blocking trees or parts thereof, trees in danger of failure or for removal to facilitate an emergency repair of a utility. Contrator will be available for emergency response 24/7. The Contractor's response time for emergencies must be within two (2) hours of initial contact.

Tree removals or trims shall be limited to those belonging to the Village of Franklin or trees that lean or encroach into or onto the Village property, and designated for trimming or removal by the Village. The Village will provide instructions of the required work along with the list of locations.

## **SUPERVISION**

The successful Bidder shall employ an experienced supervisor or foreperson who shall be a certified arborist, to direct the activities of the contractor's employees. The Village Administrator or their designated representative shall inspect the tree work activities and point out any discrepancies between what is being performed and what is required in the contract. The successful Bidder shall make adjustments to eliminate these discrepancies within 24 hours of being notified.

#### **INSURANCE**

The successful Bidder shall procure and maintain at its own expense during the term of the contract and supply proof of the following insurance coverage:

- <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- Owners Contractors Protective Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Village of Franklin shall be "Named Insured" on said coverage.

- Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned, and all hired vehicles.
- Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

The successful Bidder shall not commence work under the contract until it has obtained the insurance required hereunder. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan. All coverages shall be with carriers acceptable to the Village of Franklin.

On Commercial General Liability and Motor Vehicle Liability Insurance, the following shall be Additional Insureds: the Village of Franklin, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

Workers' Compensation, Commercial General Liability, Owners Contractors Protective Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating sixty (60) days advance written notice of cancellation or non-renewal shall be sent to the Village Administrator.

Prior to execution of a contract with the Village, the successful Bidder shall provide the Village with certificates of insurance and/or policies for the required coverages in a form acceptable to the Village.

## **CONTRACT TERMINATION**

The Village of Franklin shall reserve the right to terminate the contract upon 30 days written notice due to poor perforpersonce or for any reason deemed to be in its best interest. The Village Administrator will be solely responsible for determining acceptable perforpersonce levels. His/her decision will be deemed in the Village's best interest and be final. The Village reserves the right to retain these services in-house, re-award or rebid the contract in whatever personner is deemed to be in its best interest.

#### DAMAGE TO PROPERTY

The Contractor shall be responsible for any and all damages caused by his work to buildings, sidewalks, curbs, streets, driveways, structures or conveyances both public and private. It shall be the Contractor's responsibility to repair, restore and replace any damage to trees, shrubs or turf caused by his work to the satisfaction of the Village.

### LOCATING BURIED OR OVERHEAD UTILITIES

It shall be the responsibility of the Contractor to contact "Miss Dig" and/or other utility companies prior to stump removal or other excavations. Damage to overhead or

underground utilities caused by work under this contract will be the responsibility of the Contractor.

### **PUBLIC RELATIONS**

The Contractor and his employees are expected to respond to the public in a respectable and courteous personner. If the Contractor or his employees cannot satisfy a citizen's concern, he is to refer the citizen to the Village Administrator at 248 626-9666.

## **CONTRACTOR'S QUALIFICATIONS**

The Contractor must have a minimum of five (5) years experience performing trimming and removal work similar to the requirements listed in these specifications.

The successful bidder must have either a Certified Arborist on staff or on site while work is being performed at no additional cost to the Village. The Arborist will be responsible for insuring that all work under this contract is performed in conforpersonce with the applicable Tree Care Industry Association (TCIA), International Society of Arboriculture (ISA) and American National Standards Institute (ANSI.Z133) Standards. The Contractor must have at least one employee who is trained and certified for work around electrical hazards.

The successful Bidder shall supply a list of all equipment and vehicles in their possession that would or could be used for the removal, pruning and/or any emergency work that may be performed under this contract.

#### REFERENCES

The successful bidder must submit a list of at least three (3) references, preferably government agencies, for which they have performed similar services. The list must include the organization's name, contact person's name and title, telephone number, email (if available), type of work performed and when work was performed.

## HOURS OF OPERATION

The contractor shall not commence work prior to 8:00 a.m. nor continue work beyond 7:00 p.m. No work shall be performed under this contract on Saturdays, Sundays or holidays except for emergency work.

### TRIMMING AND REMOVAL REQUIREMENTS

Once the hazardous trees have been removed, the Contractor will be expected to maintain the overall condition of the Village owned tree canopy by removing one inch (1") and larger diameter deadwood, trunk suckers and removing split or rotten limbs. The Contractor will also notify the Village of any hazardous conditions or problems related to tree health and safety. Prior to the tree trimming phase, the Village will provide a map of the Village divided into sections and the Contractor will complete tree trimming in one section before moving on to the next.

It shall be the responsibility of the Contractor to provide adequate warning devices, barricades, guards, and/or other necessary precautions to provide safety and protection from harm to pedestrian and vehicle traffic within the work area. Signs and cones are required for local streets; direction sign boards and cones are required for major streets. Traffic shall not be detoured without permission from the Police and Fire Department.

Tire ruts left on the right-of-way from tree removal/stumping operations need to be repaired by the Contractor.

No climbing spurs, hatches or any blunt device shall be used while trimming or desuckering trees. Acceptable tools shall include but not be limited to hydraulic and personual pruners, chain saws and hand saws.

## EMPLOYEES AND TRIMMING EQUIPMENT

All trimming and removal crews shall consist of two qualified employees at a minimum (one being a Certified Arborist). A daily log must be kept showing the street name; address; size; and type of work completed. This log must be submitted with the corresponding request for payment. Any unusual conditions or problems encountered must be reported on the log. A proposed time sheet to track hours and equipment must be submitted with the bid.

All work shall be performed in accordance with applicable MIOSHA and ANSI safety standards. All necessary Personal Protection Equipment shall be worn at all times while fieldwork is being done. This includes the use of long pants, chainsaw chaps, helmets, safety glasses, high visibility vests and hearing protection.

All employees must be appropriately licensed by the State of Michigan. All equipment must be validly licensed by the State of Michigan and clearly identified with the company identification markings.

The successful Bidder also agrees that any consumption of alcohol and drugs before or during working hours or driving or working under the influence of alcohol or controlled substances by its employees is strictly forbidden and shall constitute grounds for contract termination.

All trimming tools will be disinfected with an approved chemical between trees of the following varieties: Honey Locust; London Plane; Sycamore; Crab; Elm; Pine; and Oak trees.

All work tools, equipment and procedures shall meet both ISA standards (website <a href="www.isa-arbor.com">www.isa-arbor.com</a>) and the American National Standards Institute (ANSI. Z133.1-2006), "Arboricultural Operations" for pruning, saw use, rigging, removing trees and brush chipping.

All branches, woody parts, trimmings and debris must be removed and the work area left "broom clean".

#### STUMP REMOVAL

Stumps shall be ground to a depth of 12" below the finished grade and the mound shall also be ground down so grade is consistent with the surrounding area. All wood chips, roots, dirt and other debris shall be removed from the ground area. The Contractor shall be responsible for the proper disposal of spoils and clean-up of the area. All areas must be backfilled with topsoil and seeded.

#### **EMERGENCY CALL-OUTS**

Contractor will have a work crew available to respond to emergency situations as may be needed by the Village at the hourly rates quoted herein. Emergency crews shall be available and at job site within **two (2) hours** of the emergency call by the Village. An emergency will be defined as a special occurrence such as storm damage caused by wind or ice or a vehicle accident, etc.

The Contractor is to give absolute preference to the Village in storm or emergency
conditions. The Contractor shall provide telephone numbers where they can be reached
on a 24 hour basis. The Contractor shall list any other communities or contracts they are
under for emergency work below:

#### **TAXES**

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the Village against any liability for same.

## COMPLIANCE WITH LAW AND REGULATIONS

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

## INDEPENDENT CONTRACTOR

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the Village.

## SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the Village's advance written consent.

# Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, treatment and fertilizer care of Village Owned Trees and newly planted trees

#### PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the Village of Franklin the following items:

- 1. The Bidder has examined the proposal and specifications regarding the scope of work.
- 2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the Village.
- 3. The Bidder has examined the streets and has become familiar with conditions surrounding the tree canopy.
- 4. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, and insurance and repair costs.
- 5. The work will be performed in accordance with all elements set forth in this proposal.
- 6. This proposal is made in good faith and without fraud or collusion.
- 7. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

The undersigned fully understands the requirements, therefore the costs to provide tree removal, tree trimming and stump removal shall be as follows:

## Proposal for Current to June 30, 2022

## Tree Removal

	three-person tree removal crew, equipment, saws, aerial tower, nd traffic control devices necessary for removal and disposal of perty.
\$1	per hour for 3 person crew for regular hours
\$	per hour for 3 person crew for overtime hours
\$	per hour for 3 person crew on emergency/holiday hours
	Stump Removal
	crew to perform stumping operations including equipment and grinding of stump(s). This would include any additional traffic sary.
\$r	per hour for 2 person crew for regular hours
	Tree Trimming
Price to include crew, ed	two-person crew, aerial tower and chipper for tree trimming. quipment, saws, aerial tower, chipper, dump truck, and traffic y for trimming of trees in the right-of-way. This trimming will be rmined by the Village.
\$p	per hour for 2 person crew for regular hours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours.

## Proposal for July 1, 2022 to June 30, 2023

## **Tree Removal**

Contractor to provide a the chipper, dump trucks, and trees on municipal propert	ree-person tree removal crew, equipment, saws, aerial tower, traffic control devices necessary for removal and disposal of cy.
\$ per	hour for 3 person crew for regular hours
\$ per	hour for 3 person crew for overtime hours
\$ per	hour for 3 person crew on emergency/holiday hours
	Stump Removal
Contractor to provide a creemployees for removal/gricontrol devices if necessar	ew to perform stumping operations including equipment and inding of stump(s). This would include any additional traffic ry.
\$ per	hour for 2 person crew for regular hours
	Tree Trimming
Price to include crew, equi	o-person crew, aerial tower and chipper for tree trimming. ipment, saws, aerial tower, chipper, dump truck, and traffic or trimming of trees in the right-of-way. This trimming will be ined by the Village.
\$ per	hour for 2 person crew for regular hours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours

## Proposal for July 1, 2023 to June 30, 2024

## Tree Removal

Contractor to provide chipper, dump trucks, trees on municipal pro	a three-person tree removal crew, equipment, saws, aerial tower, and traffic control devices necessary for removal and disposal of perty.
\$	per hour for 3 person crew for regular hours
\$	per hour for 3 person crew for overtime hours
\$	per hour for 3 person crew on emergency/holiday hours
	Stump Removal
Contractor to provide a employees for remova control devices if nece	a crew to perform stumping operations including equipment and l/grinding of stump(s). This would include any additional traffic ssary.
\$	per hour for 2 person crew for regular hours
	Tree Trimming
Price to include crew, control device necessa	a two-person crew, aerial tower and chipper for tree trimming. equipment, saws, aerial tower, chipper, dump truck, and traffic ry for trimming of trees in the right-of-way. This trimming will be ermined by the Village.
\$	per hour for 2 person crew for regular hours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours

## REFERENCES

Please list the clients/municipal agencies for which your company has provided similar services.

Years service provided
Phone Number
Years service provided
Phone Number
Years service provided
erience in tree trimming and remova
-

EXCEPTIONS: Where an exception to any be clearly indicated below and along with the considered an integral part of this bid proposition.	e specifications attached hereto, shall be
¥	
Firm Name:	Date:
Address:	
Telephone:	
Email	
Signature	
	FOR BIDDERS
Proposal for services for regular, over	time and holiday work
Name(s) of Certified Arborist(s) on st	aff
Proposed timesheet to log equipment	and operator hours
Supply a list of current and expected provided to	clients that emergency service is being
Description of any exceptions to the s	pecifications
Contact information with authorized s	ignature
Three references	
Proof of five years of experience	
Current list of trucks and equipment	

Tree Bids 10/04/21				
Name	Category per hour	Year 1	Year 2	Year 3
SON ATTER				
2427 Johne Rd Tray MI 48083 248-588-0202	3 person crew for tree removal regular hours	330	347	365
Tray MI 48083	3 person crew for tree removal overtime hours	375	394 NIA	414
248-588-0202	3 man crew for tree removal Holiday	A\A		
	2 person crew Stump Removal Regular hours	310	326	343
	2 person crew Tree Trimming regular hours	220	231	243
	Emergency	NIA	NA	NIA
	Totals:			
Name	Category per hour	Year 1	Year 2	Year 3
Owen Tree Service Irc 225 N Lake George Ed Africa MI 48472 810-724 6651				
225 N Lake George Rd	3 person crew for tree removal regular hours	200€″	315	330
Attica MI 48472	3 person crew for tree removal overtime hours	34650	36150	376.50
810-7246651	3 man crew for tree removal Holiday	475	490	\$05.°° 280.°°
	2 person crew Stump Removal Regular hours	260	270	2800
	2 person crew Tree Trimming regular hours	200	210	270.00
	Totals:		4	
Name	Category per hour	Year 1	Year 2	Year 3
	3 person crew for tree removal regular hours			
	3 person crew for tree removal overtime hours			
	3 man crew for tree removal Holiday			
	2 person crew Stump Removal Regular hours			
	2 person crew Tree Trimming regular hours			
	Totals:		H	



GRETCHEN WHITMER
GOVERNOR

PAUL C. AJEGBA DIRECTOR

February 24, 2021

Randy Owen Owen Tree Service, Inc. 225 N Lake George Rd. Attica MI 48412

## Small Business Program Renewal Determination

Dear Randy Owen:

**CONGRATULATIONS!** Your company's renewal affidavit is approved for participation in the Michigan Department of Transportation (MDOT) Small Business Program. Your eligibility for this program will be in effect until 2022.

Owner(s) Name: Randy Owen

Please update our office of any changes in your company contact information. You will need to submit your small business program renewal application package on or before **February 24, 2022**.

Should you have any questions or concerns pertaining to your Small Business Program please contact Nicholas Sundberg, Office of Business Development at 517-241-4806 or sundbergn@michigan.gov.

Sincerely,

Nicholas L. Sundberg Michigan Department of Transportation Office of Business Development Business & Workforce Diversity, Lansing





## Company Information

Name: Owen Tree Service, Inc.

Address: 225 N. Lake George Road, Attica, MI 48412

Phone: 810-724-6651 or 800-724-6680

Fax: 810-724-2684

Email: sales@owentree.com
Web Site: www.owentree.com

TCIA Accreditation Number: MI-0001

Owen Tree Service, Inc. is a Michigan subchapter "S" corporation and has been in business since 1985, providing residential and commercial tree care services. Our 'family of services' expanded in 2001 to include Owen Tree Service Herbicide Division (incorporated in 2005). Lawn Fertilization and Weed Control services were added in 2004, and in 2003 production, and wholesale sales of Organic Landscape Mulch, and Certified Playground Mulch (Engineered Wood Fiber) began.

## Owen Tree Service's Mission Statement

Owen Tree Service's Mission is to provide innovative, practical, top-quality services and products that set the standard for the rest of the industry to follow. We believe our first responsibility is to the customer who relies on us for expert, efficient, safe, dependable service. We also recognize the positive impact our business can have on our environment and we will strive to do what is right. In carrying out our day-to-day business we strive to:

- 1. Treat our employees with dignity and respect while providing opportunities for them to advance their skills, knowledge and careers through to retirement.
- 2. Follow the philosophy that our customers are the reason for our existence and they will be treated as we would treat a guest in our homes.
- Be considered a responsible, contributing member in our community and our industry.

Through a long-term commitment to this mission, we will be known as a company that sets the standard for all others to follow.





## Awarded - Michigan Department of Transportation (MDOT) Small Business Program

Owen Tree Service, Inc. is pleased to announce that as of December 2018 we meet the guidelines and conditions to participate in the Michigan Department of Transportation (MDOT) Small Business Program (SBP). Our eligibility letter is attached at the end of this document for your records. You can also find our company in the SBP Certification Directory. General Contractors using Owen Tree Service as a sub-contractor will receive the benefits of using a SBP qualifying company towards the 2% DBE/SBP contract requirement.

## Certified as a SBE with the Wayne County Airport Authority

Owen Tree Service, Inc. is please to announce our Small Business Enterprise certification No. <u>SBE16-0065</u> for Detroit Metro – Willow Run, Wayne County Airport Authority for federally funded transportation projects. Certificate is included at the end of this document.

## **TCIA Accredited**

On 5/20/2004, Owen Tree Service was the first company in the United States to be certified under the rigid Tree Care Industry Association (TCIA) accreditation guidelines. Accredited companies must be able to pass an extremely rigorous 84 point inspection that includes verification of training and safety programs, ethical professional and business practices, proper equipment maintenance procedures, sufficient insurance coverage and a variety of other key points that provide independent verification that the company is truly professional. An audit is performed every three years by the TCIA to assure all standards & programs are ongoing and up to date. Verification can be obtained through the TCIA website at www.treecareindustry.org

#### Capabilities

Owen Tree Service, and Owen Tree Service Herbicide Division, currently offers the following services:

#### Owen Tree Service:

- 1. Tree, Shrub, & Landscape Plant Diagnosis and Treatment Plant Health Care Tree Spraying Programs
- 2. Deep-Root Fertilization of Trees & Shrubs
- 3. Air Spade Excavation/Trenching/Tree Root-Zone Aerification
- 4. Large Tree and Technical Tree Removals
- 5. Large Tree Pruning
- 6. Cabling/Bracing of Trees
- 7. Hazard Assessment of Trees
- 8. Ornamental Tree and Shrub Pruning
- 9. Lawn Fertilization Including Weed, Insect and Disease Controls
- 10. Organic Lawn Fertilization Programs Lake/Pond Friendly
- 11. Lawn Aerification and Over-Seeding





- 12. Mole Control via Baiting
- 13. Weed & Grass Control in Landscape Beds, Tree Rings, Sidewalks, Driveways, Paths & Patios
- 14. Tree, Shrub, and Groundcover Planting
- 15. Landscape Revitalization/Design and Installation
- 16. Producers of Premium Organic Mulch, Including Sales and Installation (Retail & Wholesale)
- 17. Producers of Certified Playground & Wheelchair Accessibility Mulch (Engineered Wood Fiber), Including Sales and Installation (Retail & Wholesale)
- 18. Disposal/Recycling of Organic Debris
- 19. Right-of-Way (ROW) Vegetation Maintenance Brushing, Tree Removal, Herbicide Applications
- 20. MDOT Road Construction Projects, Utilities corridors, Pipeline ROW, Electric Power ROW -Tree Clearing, Brushing, Tree Removal, Maintenance.
- 21. Municipal and Road Commission Tree Trimming, Tree Removal and Maintenance
- 22. Selective Land Clearing
- 23. Stump Grinding
- 24. Storm Damage -Tree and Vegetation Removal/Clean Up
- 25. Golf Course Maintenance of Trees
- 26. Expert Witness, Consulting, Woody Plant Appraisal, Valuations
- 27. Tree Surveying & Tree Tagging for Developments and Tree Ordnances
- 28. Perimeter Pest Control for Homes, Garages, & Outbuildings
- 29. Mosquito Control
- 30. Flea & Tick Control

#### Owen Tree Service Herbicide Division:

- 31. Herbicide Applications for Utility Electric & Gas Right-of-Way
- 32. Herbicide Applications for Road Commission Right-of-Way
- 33. Herbicide Applications for Drain Commission Right-of-Way
- 34. Invasive Species Control
- 35. Vegetation Control for Bare Ground, Fences, Poison Ivy
- 36. Aquatic Vegetation Control for Lakes & Ponds

Licensed by Michigan Department of Agriculture for 2, 3A, 3B, 5, 6, 7A, 7D, and 7F

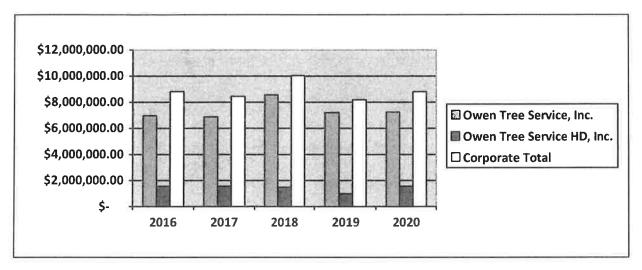






Sales volume for the last five (5) years is provided below:

Fiscal Year	2016	2017	2018	2019	2020
Owen Tree Service	\$6,960,848	\$6,875,655	\$8,562,340.48	\$7,204,203.49	\$7,229,308.53
Owen Tree Service HD	\$1,559,573	\$1,567,927	\$1,479,915.86	\$978,810.37	\$1,565,787.18
Corporate Total	\$8,820,421	\$8,443,582	\$10,042,256.34	\$8,183,013.86	\$8,795,095.71



## Office Locations

Owen Tree Service currently has two offices, and multiple staging areas throughout southeast Michigan. Our main office in Attica, MI provides administrative and maintenance support for our remote office and staging areas. Our Pontiac, MI office improves our ability to serve customers in the Detroit Metropolitan Area and provides facilities for limited administrative activities. Additional staging sites are strategically located in Genesee, St Clair, Macomb, and Wayne Counties to reduce drive time, increase efficiency, and provide rapid response to customer needs. All work will be coordinated out of the main office in Attica, and dispatched based on location of resources and work to provide the most efficient, timely response. The main office houses our administrative facilities totaling approximately 4300 sq ft and modernized with the latest office technologies in 2019. Our main Attica location, both the office and maintenance complex, are equipped with a selfcontained power backup, which is scheduled to be upgraded in the first quarter of 2021. Our fully networked computer system with 20+ stations, and Wi-Fi, is equipped with redundant backup power supplies, and daily off-site data backup. Key sales and management personnel are equipped with Surface Pro Tablets providing wireless connectivity to company software, and the internet while away from the office.

All equipment maintenance activities are performed at the main office in our 7,800 sq ft maintenance facility equipped with back-up power, full welding/cutting capabilities, and spare parts inventories. We also have road-side service units with full welding/cutting capabilities that can be dispatched to work crews needing on site equipment repairs. Our maintenance staff consists of two (2) certified diesel/heavy truck mechanics (of which, one is also a certified welder), one (1) certified automotive mechanic, and one (1) mobile





mechanic with General Diesel Tech Degree. All equipment has routine, scheduled preventative maintenance with the records of all preventatives and corrective maintenance documented in our computer maintenance management system. We also have the capability of tracking corrective repairs to not only keep track of costs but also to ensure we keep common repair parts in stock to reduce crew downtime. Our current average corrective repair takes only 2.6 hours and average downtime is less than one day.

## Past/Present Performance Experience of Work Similar in Scope, Size and Complexity

Based on the actual size and/or complexity of the work being requested at this time, we are submitting jobs for review that involve working with large contractors on MDOT projects as well as large projects in which we deal directly with local bodies of government. It is also significant to note that start and end dates for completion of projects bear no true correlation to our level of efficiency due to the delays often caused by people and events beyond our control. However, we have developed a very strong reputation for being able to start jobs quickly, adjust to changes, perform to expectations and finish on time.

## Owen Tree Service 10 largest customers (Diversity of Business)

# MDOT - Bay Region, Metro Region, Oakland TSC, Macomb TSC

Ahmad Azmoudeh - Maintenance Engineer (248) 431-4749
Projects: Annual Tree Maintenance

\$1,018,566.67 Annually (2016 - 2021 Contract)

#### Dan's Excavating, Inc.

(586) 254-2040

Projects: MDOT Road Construction Tree & Stump Removals Tree Clearing, Tree Trimming \$113,350.10 (2020)

#### Horticultural Asset Management, Inc.

(513) 207-5834

Projects: Emergency/Storm Tree Removals & Clean-up for National Insurance Carriers \$66,946.00 (2020)

#### Mark Anthony Contracting, Inc.

(248) 606-7727 Commercial Construction Tree & Stump Removals \$62,725.00 (2020)

### **Genesee County Road Commission**

Anthony Branch – Maintenance Director (810) 767-4920
Project: County Wide Tree Removals \$250,000.00 (2020 – 2021 Contract)

### City of Warren

Dino Turcato, Forestry (586) 759-9270 Project: City Wide Tree Pruning & Removals Pruning - \$400,000 Annually (2018-2022 Contract) Removals - \$425,000.00 Annually (2020-2022 Contract)

#### **Consumers Energy**

Dan Whitman, Forester (810) 760-3462
Electric & Gas ROW Mowing
Electric ROW Spraying
Property Restoration - Gas Distribution
Forestry - \$2,000,000.00 Annual Contract (2019-2024)
EIRP - \$65,000.00 (2020)
Distribution - \$50,000.00 (2020)

#### **Oakland County Purchasing**

Luke Murchie – Forestry Division (248) 858-0906 Project: Vegetation Removal \$153,333.33 Annually (2018 – 2023 contract)

#### **Toebe Construction, LLC.**

(248) 349-7500 Projects: MDOT Tree & Stump Removals MDOT Bridge Replacement/ROW Clearing \$62,105.00 (2020)





WEC Energy Group, Inc. (Gas Storage Pipeline) Jeff Westrick, Asset Manager Bluewater Facilities (810) 367-3404

Projects: ROW mowing & as needed tree removals

\$54,500.00 (2020)

It is also important to note that we work with an abundance of contractors, cities and counties as well as thousands of residential customers, so we have a great deal of experience in all facets of customer relations.

## Staffing and Sub Contractors

Owen Tree Service is staffed with perhaps more ISA Certified Arborists, Tree Care Specialists, and Certified TCIA Tree Care Academy Participants than any other single, privately held, residential/commercial Tree Care Company in the State of Michigan. We currently have 15 ISA Certified Arborists, 19 TCIA Tree Care Academy Participants, and 3 TCIA Certified Tree Care Safety Professionals (CTSP) on staff. We also have several certified ground operations specialists, certified traffic control regulators, and equipment operators. Our staff also includes 20 MDA licensed applicators with a variety of endorsements, including herbicide/aquatic applicators. Our staff of 89 dedicated professionals engages in ongoing training in all aspects of residential and commercial tree, lawn and pest management education and protocols. We also have on staff, 3 sales/manager individuals that are adjunct professors / educators who teach community college education classes, and industry association seminar classes, related to our green industry.

Owen Tree Service has established numerous relationships with individuals and companies in related and unrelated professions. These individuals and organizations can be called upon, if necessary, to perform services beyond the qualifications of our company.

Below is the resume of the company President who will be ultimately responsible for the completion of all work.

Randy J. Owen - Company President

As the founder and visionary for the company, Randy has worked diligently to position Owen Tree Service as a cutting-edge leader in the Michigan tree care markets. With over 47 years experience as a tree care professional and a dedication to continually refining his skills, Randy is well known and highly regarded by every reputable national, and state tree care association. He is a past president of the Michigan Forestry and Parks Association (MFPA), the past certification liaison (from its inception) for the International Society of Arboriculture (ISA), Past Chairman (2010) for the Tree Care Industry Association (TCIA) and a committee member for various activities of the (TCIA) and International Society of Arboriculture. Randy has played an important part in the development of many of the standards tree care companies use today. He has also been a valued source of reference



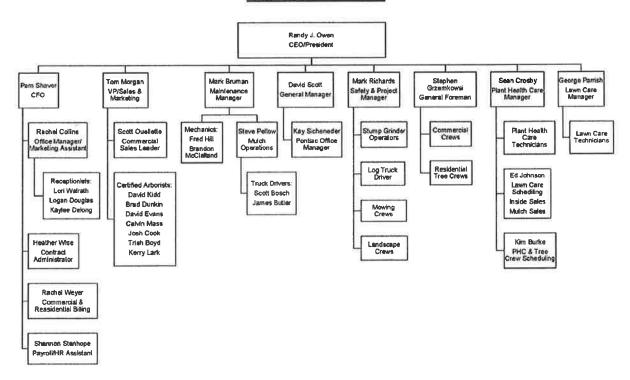


for many of the primary tree care industry equipment manufacturers in the development of the equipment currently available for the industry. Randy is also an ISA Certified Arborist (MI-0006)

In addition to participating in industry related associations, Randy and his wife Brenda participate in several local community fundraiser events. Randy has also been a volunteer, and board member of the United Way of Lapeer County since 2008.

Randy is backed up and supported by a group of Managers with diverse educational and work experience backgrounds, with several having worked in various positions for numerous years in the tree care industry. Using this team approach method enables the company to make important decisions by using group dynamics, and not just based on individual opinions.

## **Organization Chart**



Key certified, trained and licensed staff members (this does NOT include our normal production staff members):

	ISA Certified Arborists	Tree Care Specialists	Certified Line Clearance	Licensed 3A/3B & ROW Applicators	Traffic Control Regulator	Consulting Arborists	Ground Specialists
Full Time Employees	15	16	2	20	1	2	9







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Commercial Staff

## Environmental Awareness/Recycling

Owen Tree Service is proactive in its approach to sustainability and organic recycling. We recycle our own generated tree waste debris into many environmentally concise products.

## Premium Organic Landscape Mulch Production

Wood chips produced from our tree care operations are processed through our tub grinder, and then aged to produce a high-quality landscaping mulch called Ramial. This natural mulch provides plants the closest duplication to their preferred growing conditions; providing added nutrients, and rebuilding the soil. Recycling our wood chips has simply made good economical, and environmental sense.

# • Engineered Wood Fiber Mulch (Certified Playground Mulch) Production

Logs and tree wood sections, too large to be chipped, are also recycled. The material is twice ground in our tub grinder to produce Engineered Wood Fiber. This product has been privately tested, and has passed 5 different ASTM standard testing categories. It has been approved as Engineered Wood Fiber / Certified Playground Mulch, for use as a Playground Safety Surface under and around playgrounds. (ASTM approved certification test results can be provided upon request) We are the only Engineered Wood Fiber Mulch producer in SE Michigan.





#### Lawn Care

Our lawn care program has been endorsed by the Michigan Green Industry Association, and the Southeastern Oakland County Water Authority (SOCWA). The endorsement is part of the Healthy Lawn Care Program initiative started by SOCWA. Endorsed companies provide homeowners the option of choosing an organic lawn care program in environmentally sensitive areas, such as near ponds, lakes or rivers.

## Equipment

Listed below are our primary production and transportation resources. The majority of our chip trucks and bucket trucks are purchased through fleet auctions with extremely low miles; although they are older models, they are still in excellent working condition (most of our trucks have less than 150,000 miles). Chippers and skid loaders are generally purchased new. Photographs are included above the vehicle/equipment's description.

We have many vehicles and production equipment that are duplicate specifications

Each crew is equipped with as many as seven Husqvarna chain saws of varying sizes to accommodate varying needs. All saws are regularly maintained by an experienced two-cycle engine mechanic. Each crew has an adequate compliment of traffic control devices (cones, signs, flags, etc.), pole saws and pruners, hand saws and pruners, chainsaws, ropes, slings, rigging blocks, safety equipment and all preventive maintenance items needed to care for their assigned equipment.

## OWEN TREE SERVICE: VEHICLE EQUIPMENT LIST





- **B-11** 1997 Ford F-800 55ft Aerial Lift VIN #1FDXF80C8VVA2088
- **B-12** 1992 International 4000 55ft Aerial Lift VIN #1HTSDN2N7NH455166









## <u>B-17</u> 1999 International 4800 4x4 - VIN #1HTSEAAN7XH641686



BC-18 2004 International - VIN #1HTMPAFM64H608077

BC-19 2005 GMC C7500 - VIN #1GDJ7C1CX5F534780



# BC-20 2003 International SBA4 - VIN #1HTMMAAM33H586697



**B-28** 2001 International Utility - VIN #1HTSDAAN51H390838





B-29 2001 International Utility - VIN #1HTSDAAN41H390846



**B-30** 2018 Freightliner 75' aerial lift - VIN #3ALACXFC2JDJK9893

#### TRACKED LIFT



<u>TL-01</u> 2020 Omme 2750 RXBDJ 90' tracked aerial lift SN #DQDB241918100819 ALG139

#### **CHIP TRUCKS**

#### **RESIDENTAIL 15 YARD CAPACITY**

C-20 2001 International 4700 Chip Truck - VIN #1HTSCAAM1H361280



<u>C-23</u> 1997 GMC C-6500 Chip Truck - VIN #1HTSCAAM1H361280 Page 11 of 35









<u>C-26</u>	2001 International 4000 20 yard Chip Truck - VIN #1HTSDAAN21H274724

**C-27** 2008 International DuraStar 4300 - VIN #1HTJTSKL78H673687

**C-28** 2005 International - VIN #1HTMMAAM95H153243

<u>C-29</u> 2006 International - VIN #1HTMPAFL36H347453

<u>C-30</u> 2006 GMC - VIN #1GDJ6C1G06F410251

**C-31** 2003 International 4200 - VIN #1HTMPAFM63H559400

#### **COMMERCIAL 25 YARD CAPACITY**

<u>C-19</u> 1997 Freightliner FL-70 Chip Truck - VIN #1FV6HFAA7VL665601



<u>C-21</u>	1993 International 4000 Chip Truck with Winch - VIN #1HTSDN2N6PH471135

C-24 1993 IHC 4000 Series Utility Truck with Winch - VIN #1HTSDN2N3PH471139

C-32 2006 International 7400 - VIN #1HTWGAAR56J224928

C-33 2006 International 7400 - VIN #1HTWGAAR26J224918





#### **LANDSCAPE DUMP TRUCKS**



<u>D-2</u> 2007 Ford - VIN #1FDAF56P27EB44954

<u>P-97</u> 2017 Ford F-550 - VIN #1FDUF5HY6HDA02617

<u>P-98</u> 2017 Ford F-550 - VIN #1FDUF5HY8HDA02618

#### **LOG TRUCKS**



<u>L-7</u> 1995 Chevrolet C7H064 Log Truck - VIN #1GBT7H4J1SJ114231

#### **CHIPPERS**



**CP-16** 1999 Brush Bandit 1850 Chipper - SN #502-WHO 27038









<u>CP-18</u>	2003 John Deere Cone-Head Dynamic Chipper SN #PE6068H1575216068HF250
<u>CP-20</u>	2007 Morbark Blizzard 14 - SN #4S8SZ16157W040581
<u>CP-21</u>	2010 Morbark Beever M14R - SN #4S8SZ161XAW040650
<u>CP-22</u>	2013 Terex TAC 750 Chipper - SN #1W9R51510DF341260
<u>CP-23</u>	2013 Terex TAC 750 Chipper - SN #1W9R51514DF341262
<u>CP-25</u>	2014 Bandit 1850 Chipper - SN #4FMUS1821ER001286
<u>CP-26</u>	2008 Bandit 1850 Chipper - SN #4FMUS21218R001177
<u>CP-27</u>	2016 Bandit 1590XP Chipper - SN #4FMUS1617GR502115
<u>CP-28</u>	2016 Bandit 18XP Chipper - SN #4FMUS1617HR503835
<u>CP-29</u>	2020 Bandit Intimidator 12XPC - SN #4FMUS1612LR512917

#### **SERVICE TRUCK**



P-63 2004 Ford E-350 Service Truck - VIN #1FDWE35L04HB24059







#### PICK-UPS

P-58 2006 Ford F250-Super Duty - VIN #1FTNF20576ED51012

P-64 2006 Chevrolet C2500 HD - VIN #1GCHC24U86E257941



P-67 2005 Chevrolet C-1500 - VIN #1GCEC14V05Z255873

P-68 1999 Ford F-450 - VIN #1FDXF47S6XEC67261

P-71 2010 Dodge Ram 1500 - VIN #3D7JB1EPXAG153224

<u>P-72</u> 2010 Dodge Ram 1500 - VIN #3D7JB1EP2AG153203

<u>P-73</u> 2010 Dodge Ram 1500 - VIN #3D7JB1EP1AG102520

<u>P-74</u> 2005 Ford F450 - VIN #1FDXF46P05ED12396



P-76 2010 Chevrolet Colorado - VIN #1GBHSBDE0A8139583

P-78 2003 GMC Stake Truck - VIN #1GDE4E1133F516901

P-79 2010 Chevrolet Colorado - VIN #1GCESBDE9A8109870

P-80 2008 Chevrolet C2500 - VIN #1GCHC29K38E149673





P-81	2005 Chevrolet Silverado - VIN #1GCEC14V15E188546
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P-82 2010 Chevrolet Colorado - VIN #1GBHSBDE8A8140769

P-83 2008 Ford F-350 - VIN #1FDWF30528ED4964

P-84 2009 Chevrolet C2500 HD - VIN #1GCHC43K39F105611

P-86 2008 Ford F350 - VIN #1FDSF34538ED35973



#### <u>P-89</u> 2009 Ford F-150 - VIN #1FTVX14V99KA77089



#### P-91 2016 Ford F-350 - VIN #1FTRF3B69GEA26411



P-92 2012 Chevrolet Colorado - VIN #1GCESBFE9C8122862









**P-93** 2008 Ford F-550 - VIN #1FDAW57RX8EB59073



**P-94** 2009 Ford F250 - VIN #1FTSW21589EA63070

P-99 2010 Ford F-350 - VIN #1FTWF3B50AEA82576



<u>P-100</u> 2015 Dodge - VIN #3C6JR6DT0FG595106

<u>P-101</u> 2011 Ford F-250 - VIN #1FT7W2B64BEA42087

P-102 2010 Chevrolet 3500 HD - VIN #1GB3KZBK2AF131153

<u>P-104</u> 2011 Ford F-350 - VIN #1FDBF364BEB78341









<u>P-105</u> 2015 Ford F-550 - VIN #1FDOW5HT4FEA99262



P-1062016 Dodge 1500 - VIN #1C6RR7FT3GS142470P-1072018 Chevrolet 1500 - VIN #3GCUKSEC1JG419692P-1082014 Ford F-250 Utility - VIN #1FDBF2A67EEB81495P-1092014 Ford F-250 Utility - VIN #1FDBF2A68EE881506P-1102015 Ford F-250 Utility - VIN #1FDBF2A69FEC83530P-1112020 Chevrolet 1500 - VIN #3GCUYGED4LG404384P-1142016 Dodge - VIN #3C6JR6DT6GG300379

#### **SEMI TRACTORS**



P-54 1995 Freightliner FLD120 - VIN #2FUYDDYB2SA539725
Page 18 of 35









<u>P-60</u> 2000 Kenworth T800 - VIN #1XKDDB9X0YJ865529

<u>P-75</u> 2002 Kenworth T800 - VIN #1XKDD49X02J885024

#### **SPRAY TRUCKS**



S-13 1996 Chevrolet Kodiak - 1100 Gallon Capacity - VIN #1GBJ7H1P8TJ102711



**S-22** 1995 GMC - 655 Gallon Capacity - VIN #4KDB4B1A8SJ000689









**S-23** 1995 GMC - 450 Gallon Capacity - VIN #4KDB4B1A3SJ000115



S-24 2004 Freightliner M2 - 1170 Gallon Capacity - VIN #1FVACWDC14HM98479

<u>S-25</u> 2003 Ford F450 - 630 Gallon Capacity - VIN #1FDXF46F42ED09195

**S-26** 2011 Ford - 330 Gallon Capacity - VIN #1FDBF3E60BEB30341



S-27 2006 International - 930 Gallon Capacity - VIN #1HTMMAAL16H336287

**S-28** 2005 International 4300 - 930 Gallon Capacity - VIN #1HTMMAAL85H127479

**S-29** 2020 Ford - 780 Gallon Capacity - VIN #1FDUF5HN5LDA15521

P-85 2008 Ford F-350 300 Gallon - VIN #1FDSF34518EC04606

#### **SPRAY ACCESSORIES**

**SP-1** 1989 FMC John Beam Skid Unit 300 Gallon Sprayer - SN #A316234 59-0360







**SP-5** 1987 Skibbe Skid Spray Unit - SN #59-0354

SP-6 2003 FMC John Bean Skid Unit 300 Gallon Sprayer

**SP-7** 2012 River Bend Spray Unit

SP-8 FMC Beam Pump -200 Gallon Capacity stainless steel tank

**TA-1** 2000 Monroe - 1200 Gallon Capacity - SN #59-0365

AC-01 1998 Leroi 175 Towable Air Spade

#### **VANS**

**CA-26** 2005 Saturn - VIN #5GZDV03L95D278628

#### **CARS**



CA-20 2013 Chevrolet Equinox - VIN #2GNFLEEK1D6136201

#### **TRAILERS**

**T-09** 2002 Big Tex 4720 - VIN #4K8HX202321688935

<u>T-13</u> 2004 Belshe 2250 - VIN #16JF0121441039301

<u>T-15</u> 1990 CZ Eng Trailer - 12 Ton - VIN #4CZTD3023L120B052

<u>T-20</u> 1980 Trailcraft - SN #88801

<u>T-21</u> 1993 Redi Haul - VIN #47SF252T2P1008021

<u>T-22</u> 2011 Sure-Trac - VIN #5JWTU1016B1048187

**T-23** 2010 Belche - VIN #16JF01217A1045637







- <u>T-24</u> 2011 Belshe VIN #16JF01420B1046295
- **T-27** 2005 Titan VIN #2K9WF1Z795H035242
- T-28 Trailevator Tagalong SN #11466-C
- **T-29** 2012 Econoline VIN #42EDPKK25C1000279
- T-31 2014 Rayco TRSJRWB VIN #1R9181110EW210009
- <u>T-32</u> 2003 Staughton Walk Floor VIN #1DW1A53273S616809
- **T-36** 2015 Trailersales VIN #53XFP2522FJ000625
- **T-37** 1998 East Trailer VIN #1E1W1L481WRD24278
- **T-38** 1998 East Trailer VIN #1E1D1M43WRK24277
- **T-39** 2015 MMDI VIN #5632B1725FM014709
- <u>T-40</u> 2015 MMDI VIN #5632B1723FM014711
- **T-41** 2015 MMDI VIN #5632B1721FM014710
- <u>T-42</u> 2016 Rayco VIN #1R9091229GW210013
- **T-44** 2017 PJ VIN #4P5D71223H1258512
- **T-45** 1998 Great Lakes VIN #1G9CA4227WS139894



- **T-46** 2009 East Trailer Walk Floor VIN #1E1U2Z7889RK43840
- **T-47** 2016 Load Trailer VIN #4ZEGH2527G1112128
- **T-49** 2017 Load Trailer VIN #4ZEDT1421H1135760







**T-51** 2017 MMDI - VIN #5632B1729HM016241

<u>T-52</u> 2017 MMDI - VIN #5632B1729HM016242

**T-53** 2017 Load Trailer - VIN #4ZEDT1220H1133517



<u>T-54</u> 2002 Rogers Lowboy - VIN #1RBH4930X2AR24105

<u>T-55</u> 2017 Legend - VIN #1L9BE152XH1317245

<u>T-56</u> 2018 Load Trail - VIN #4ZEGH252XJ1161590

<u>T-57</u> 2020 Appalachian Steel Tilt - VIN #541BS2025LM1084

#### **STUMP MACHINES**



**ST-12** 2006 J.P. Carlton 250 HP Hurricane TRX - SN #1J9H83132E1167095

**ST-14** 2014 Rayco RG-45 - SN #RG450270514









**ST-15** 2014 Rayco RG-100X - SN #RG100X0070215

#### **TUB GRINDER**



TG-03 2015 Dura Tech 3010 - SN #50-2-15-3141

#### **LOADERS**



**SK-11** 1984 Fiat Allis 584-FR7 Payloader - SN #4D/00181

**SK-21** 1996 JCB 506B - SN #506BORE0571315

WH-04 Hiab 235 Loader









<u>WL-01</u> 2001 Cat 938G - SN #4YS01896



WL-02 2012 John Deere 644K with CWS rollout bucket - SN #1DW644KZJCE647676



WL-03 2012 John Deere 644K with CWS rollout bucket - SN #1DW644KZHCE647569

#### **SKIDSTEERS**

#### **RUBBER TRACKED**



**SK-12** 2002 Mustang MTL-25 - SN #210500481 Page 25 of 35









**SK-16** 2005 Mustang MTL-25 Hi-Flow - SN #21501861

SK-22 2010 Mustang MTL-325 - SN #225000581

**SK-24** 2011 Mustang MTL-325 - SN #225000986

**SK-26** 2015 Takeuchi TL12 - SN #201201921

**SK-27** 2015 Takeuchi TL12 - SN #201201595

**SK-28** 2016 Takeuchi TL12CRHP - SN #201202609

**SK-29** 2016 Takeuchi TL12CRHP - SN #201202610

#### WHEELED SKIDSTEERS



SK-17 2005 Swinger 2000 4x4 Wheeled Turf Friendly Loader - SN #202

AV-01 2018 Avant 640 - SN #EQ0091578

#### **MINI SKIDSTEERS**

MS-26 2015 Boxer 525DX - SN #4736

MS-27 2015 Boxer 322D - SN #4235

MS-28 2015 Boxer 322D - SN #3731









MS-29 2016 Boxer 525DX - SN #40060-805

MS-30 2017 Boxer 700JDX - SN #5211

MS-31 2017 Boxer 600HD - SN #5260

#### SKIDSTEER ACCESSORIES

BH-06 2005 Davco 705HS Rotary Cutter

BH-09 2010 Davco 705HS Rotary Cutter

BH-10 2011 Davco 705HS Rotary Cutter

BH-12 2012 Davco 705HS Rotary Cutter

BH-13 2012 Davco 705HS Rotary Cutter

BH-14 2017 Davco 705HS Rotary Cutter

BH-15 2021 Davco 705HS Rotary Cutter

**FH-01** 2018 Fecon BH074SS3-FS-1V-TL12

GP-01 Addington 4080 Equipment Grapple

**GR-01** Favor 779-XH Grapple Rake

**PF-01** New Versatech Pallet Fork Attachment

**PF-02** New Versatech Pallet Fork Attachment

R-01 2018 Harley Rake

R-02 York Rake 84" wide







**SW-01** 2005 Broom Hopper 72" C15427

WI-1 Worn 9000# Hydraulic Winch

#### TRAFFIC CONTROL

**F-02** 2013 Wanco WTSP Arrow Board - SN #5F11S1015D1002094

**F-03** 2014 Arrow Board with changer - SN #5F11S1014D1003575

**F-04** 2016 Arrow Board WTSP55 with changer - SN #5F11S1017G1008337

**F-05** 2017 Arrow Board with changer - SN #5F11S1010H1004485

**F-06** 2018 Wanco Arrow Board STP-55 - SN #2F11S1016J1007557

#### TRACTORS & ACCESSORIES



TR-07 Ford Tractor 4000 - SN #C528405

**BH-11** Brush Hog

<u>TI-01</u> 2005 King Kutter Tiller

<u>WW-01</u> 2007 Grass Works Weed Wiper 6' pull behind

#### 4 WHEELERS / CARTS

**TW-01** 2015 Trail Wagon 4x2 - SN #A4PUTXHCTFAA24952

**GF-02** 1998 EZ-Go - SN # 1098147

#### **ACCESSORIES**

SK-10 Faver Grapple Rakes - SN #4836L

AC-01 1998 Leroi 175 Towable Air Spade





<u>AJ-01</u>	2002 Lincoln 7-Ton Air Jack and Stand
<u>W-01</u>	2003 Miller Portable Welder
<u>WB-01</u>	2003 Chemco Heated Water Blaster - SN #2102-11-16-01
<u>F-01</u>	Versatech Pallet Fork Attachment - SN #8214
<u>F-02</u>	Versatech Pallet Fork Attachment - SN #8213
	YARD EQUIPMENT
<u>LA-01</u>	Ryan Lawnaire V Textron 544910A - SN #5449100153
<u>LA-02</u>	2012 Esesar Lawn Aerator - SN #312619782
LA-03	2016 Exmark Lawn Aerator - SN #315639386
<u>LD-01</u>	Ryan Ren-O-Thin Textron 544865C - SN #54486500230
LS-01	2005 Magnum SS 85200/81262 Spreader/Sprayer/Bagger - SN #0852004741
LS-03	2011 Permagreen Triumph Fertilizer Spreader Ride On - SN #11469
LS-04	2014 Turf Tracker Time Machine Lawn Aerator - SN #1404219
<u>LS-05</u>	Permagreen Triumph Spreader - SN #14461
LS-06	2015 Permagreen Triumph Spreader - SN #13924
<u>LS-07</u>	2017 Ryan Lawnaire V Plus EST Lawn Spreader - SN #RY554910
LS-08	2018 Permagreen Triumph Ride On Spreader - SN #16622
SD-01	2005 TSC Model 50 Fertilizer Spreader - SN #17652
<u>SD-02</u>	Perma-Green Supreme Magnum A1A - SN #0100001-4993
01	WEN TREE SERVICE HERBICDE DIVISION: VEHICLE EQUIPMENT LIST

#### PICK-UPS

<u>HP-62</u>	2011 GMC Sierra - VIN #3GTP2VE39BG204836
HP-77	2014 Chevrolet Silverado - VIN #3GCUKSEC7EG470331





HP-87 2006 Chevrolet Silverado - VIN #1GCHC23UX6	F179254
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HP-90 2009 GMC K3500 HD - VIN #1GTHK79K59E145478

HP-95 2012 Chevrolet Silverado - VIN #1GC1CVEG6CF120160

<u>HP-96</u> 2012 Ford F-250 - VIN #1FT7W2B65CEC97106

<u>HP-112</u> 2015 GMC Sierra - VIN #1GT22YEG1FZ138075



HP-113 2015 Chevrolet Silverado - VIN #1GC1KWEG7FF623502

#### **CARS**

HC-27 2011 Chevrolet Equinox - VIN #2CNFLEEC3B6456887

HC-28 2013 GMC Terrain - VIN #2GKFLREK9D6198708

HC-29 2009 GMC Acadia - VIN #1GKEV33D69J166073

HC-30 2015 Chevrolet Equinox - VIN #2GNFLEEK9F6399152

#### **SPRAY TRUCKS**

**HS-02** 2003 Ford F-450 4x4 - VIN #1FDXF47S53ED35446



HS-03 2000 Ford F-350 - VIN #1FTSW30L3YEE08333







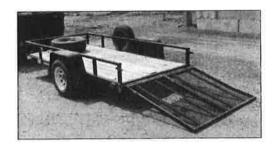


HS-04 1999 Ford F-350 - VIN #1FTSW30L7XEB54012

<u>HS-06</u> 2005 International 8600 - VIN #1HSHXSBR45J171297

<u>HS-07</u> 2007 Freightliner 6233 - VIN #1FVHCYDC37HY84867

#### **TRAILERS**



HDT-01 2001 US Cargo Trailer 4x4 - VIN #4X4TSE

HDT-02 2004 J.B. Enterprise Trailer - VIN #457CAOC0341017193

HDT-09 1996 Holden Trailer - VIN #12HTD2926TS104840



<u>HDT-10</u> 2006 Econoline Trailer - VIN #42EDPRF4261001253

HDT-11 2009 Sure-Trac Utility Trailer - VIN #5JWTU1016A1028200





<u>HDT-12</u> 2009 Sure-Trac Utility Trailer - VIN #5JWTU101091024560

HDT-33 2015 Carry On Trailer - VIN #4YMUL121XFV003534

HDT-34 2014 HD Delux Flatbed Tag-a Long - VIN #53XFP2522FJ000043

HDT-42 2015 MMDI - VIN #5632B172XFM014768

<u>HDT-48</u> 2016 Gator Made - VIN #4Z1UA1010FS017047

#### **TRACTORS & BRUSH HOGS & SPRAY UNITS**



<u>HT-01</u> 2000 New Holland 6610 4x4 Tractor - 300 Gallon Capacity - SN #364348M



<u>HT-02</u> 2000 New Holland TS110 4x4 Tractor – SN #145448B

HBH-04 1997 Brown Tree Cutter TF-2620 – SN #5346

HBH-07 1999 Brown Tree Cutter TF-2620

HSP-9 1989 John Bean FMC 300 Gallon Skid Spray Unit

HSP-10 2003 John Bean FMC 300 Gallon Skid Spray Unit







HSP-01	2004 200 Gallon Skid Mount Spray Unit
HSP-02	2004 200 Gallon Skid Mount Spray Unit
HSP-03	2005 200 Gallon Skid Mount Spray Unit
<u>HSP-04</u>	2005 200 Gallon Skid Mount Spray Unit
<u>HSP-05</u>	2009 225 Gallon Assembled Spray Unit
<u>HSP-14</u>	300 Gallon 3 Point Spray Unit
HSP-15	50 Gallon Spray Unit
HSP-17	300 Gallon 3 Point Spray Unit

#### **TRACK MACHINES**



H4WH-07 1993 Bombardier MOD2MC Muskeg All Terrain - SN #321020627

#### WHEELED ATV'S & SPRAY UNITS



H4WH-1 1999 Yamaha 350 - 25 Gallon Tank - SN #JY44WUWO7XA090541

H4WH-2 2001 Yamaha 400 - 25 Gallon Tank - SN #5Y4AH06Y51A403257





<u>H4WH-7</u>	2008 Kawasaki 360 Prarie - SN #JKBVFHA188576516
H4WH-8	2008 Kawasaki 360 Prarie - SN #JKBFA118576583
H4WH-10	2012 Kawasaki - SN #JKBVFHA16CB588527
H4WH-12	2015 Polaris - SN #4XASEA574FA650353
H4WH-13	2016 Polaris Ranger 570 - SN #3NSRMA57XGE387812
H4WH-14	2017 Polaris Sportsman - SN #4XASEA571HA631200
H4WH-15	2021 Kawasaki Brute Forc - SN #JKAVFDL36MB509533
<u>H4WH-16</u>	2021 Kawasaki Brute Forc - SN #JKAVFDL3XMB509566
HSP-11	35 Gallon Quad Tank
HSP-12	26 Gallon Quad Tank
HSP-13	26 Gallon Quad Tank
HSP-16	26 Gallon Quad Tank
HSP-18	26 Gallon Quad Tank
HSP-19	26 Gallon Quad Tank

All equipment listed above is serviceable and available for assignment. In addition, we have financial resources available to add/replace any number of the above items almost immediately (depending on availability of the manufacturer), if necessary.

#### **Customer Service**

Customer service is our highest priority. We dedicate a number of resources to ensure all work is performed to customer expectations. Because understanding our customers need is the first step in meeting those needs, we have a documented system, used by all sales staff, for understanding those needs and communicating them throughout the organization. This information is reviewed by the production manager to ensure proper resources are available. After this verification is made, the specific job instructions are passed on to the crew that will be performing the work. We provide our customers with at least three methods for sending us feedback: 1) Customer response cards that can be sent back with their payment 2) Web site feedback and a direct line to the President of the company 3) A toll-free phone number will put them in touch with a live person from our office, or answering service, 24 hours a day 365 days per year. Should an Emergency situation arise





our office, and answering service staff, are able to immediately contact a manager for a quick response to your needs.

#### **Industry Safety Standards**

We comply with all the safety standards of ANSI Z133.1. All new employees are provided with introductory training using the most current video training tapes, DVD's, and written material. Ongoing safety training is held in both the field and classroom environments at least weekly. We take personal protective equipment (PPE) very seriously and provide all personnel with the best equipment possible and make its use mandatory. We use color coded climbing lines and work lines to make rope ID easy, its safer and we only use top of the line climbing and rigging equipment. Aerial rescue training is preformed yearly, CPR and first aid certification is provided regularly for all field staff. Evidence of the effectiveness of our safety training is in our insurance mod rate of .82 for the 2019-2020 year. Our approach to safety is quite simply stated--"no job is so important that everyone can't come home safely".

#### **Delivery**

Services will be performed in a timely manner per your specifications.



GRETCHEN WHITMER

PAUL C. AJEGBA DIRECTOR

February 24, 2021

Randy Owen Owen Tree Service, Inc. 225 N Lake George Rd. Attica MI 48412

#### Small Business Program Renewal Determination

Dear Randy Owen:

**CONGRATULATIONS!** Your company's renewal affidavit is approved for participation in the Michigan Department of Transportation (MDOT) Small Business Program. Your eligibility for this program will be in effect until 2022.

Owner(s) Name: Randy Owen

Please update our office of any changes in your company contact information. You will need to submit your small business program renewal application package on or before **February 24, 2022.** 

Should you have any questions or concerns pertaining to your Small Business Program please contact Nicholas Sundberg, Office of Business Development at 517-241-4806 or sundbergn@michigan.gov.

Sincerely,

Nicholas L. Sundberg Michigan Department of Transportation Office of Business Development Business & Workforce Diversity, Lansing

## Owen Tree Service, Inc. Attica, MI

# Is accredited by the Tree Care Industry Association for:





Adherence to ethical business practices



Compliance with Industry Standards for safety and performance; and,





Provision of quality service.

Owen Tree Service, Inc. has maintained Accredited status in good standing since 5/20/2004.

This annual Accreditation certificate is valid thru 6/2/2022

June 02, 2020

Thomas J. Dum

Date

Thomas Dunn, Director Business Solutions





# HEREBY CERTIFIES:

# Owen Tree Service, Inc.

CONTRACTING WITH THE WAYNE COUNTY AIRPORT AUTHORITY AS A SMALL BUSINESS ENTERPRISE FOR THE PURPOSE OF

Certificate No. <u>SBF16-0065</u> \*Expiration Date: <u>January 31, 2023</u>

Approved: Malundas Monton

Malindia Westbrook, Procurement Deputy Director - Business Diversity

\*NOTE: It is the responsibility of the firm to timely apply for renewal of Airport Authority SBE Certification on a triennial basis

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#### VILLAGE OF FRANKLIN

### TREE REMOVAL, TREE TRIMMING AND STUMP REMOVAL INVENTORY, TREATMENT AND FERTILIZER CARE OF VILLAGE OWNED TREES AND NEWLY PLANTED TREES

#### ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Village Offices, 32325 Franklin Road, Franklin MI 48025 until:

October 4, 2021 at 2 p.m.

At which time, all bids will be publicly opened and read aloud. The Village reserves the right to reject any or all bids, and to waive or not waive irregularities in bids or bidding procedures, and to accept or further negotiate price, terms or conditions of any bid determined by the Village to be in its best interest whether or not the lowest bid.

Bid documents may be obtained from the Village Clerk's Office or the MITN website <a href="https://www.bidnetdirect.com/">https://www.bidnetdirect.com/</a>

PLEASE NOE: THE VILLAGE IS BIDDING OUT FOUR SEPARATE CONTRACTS FOR DEPARTMENT OF PUBLIC WORKS SERVICES. BIDDERS MAY BID ON ONE, SOME OR ALL FOUR BIDS. THE OTHER BIDS ARE:

- SNOW REMOVAL AND SALTING
- GRASS CUTTING, TRIMMING AND OTHER LANDSCAPE SERVICES
- PUBLIC WORKS SERVICES

Please clearly mark bid envelopes: <u>Tree Removal, Tree Trimming and Stump Removal</u> <u>Bid</u>

Heather Mydloski Franklin Village Clerk

## Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, Treatment And Fertilizer Care Of Village Owned Trees And Newly Planted Trees

#### **Instructions to Bidders**

- 1. Any and all bids must be on the Village of Franklin proposal forms and must be delivered to and received at the Village Offices, 32325 Franklin Road on or before the date and time specified in the Advertisement for Bids.
- 2. If further information regarding this bid is required, please contact the Village Administrator at (248) 626-9666.
- 3. The term of this contract will be for three years but may be extended at the option of the Village of Franklin for up to two additional years. Contract commencement shall be on or before November 30, 2021.
- 4. Vendor changes or alterations to bid documents including specifications may result in a bid being rejected.
- 5. All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through contract completion. Approval and award of a bid shall not constitute a formed contract, and the approval and award of a bid is contingent and conditioned on entry into written contract acceptable to the Village.
- 6. To the fullest extent by law, the successful bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Village of Franklin, its elected and appointed officials, employees and volunteers and others working on behalf of the Village of Franklin against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Franklin, its elected and appointed officials, employees, volunteers or others working on behalf of the Village of Franklin, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. The successful bidder shall execute the Hold Harmless Agreement found within the bid documents and submit it with the bid.
- 7. A successful Bidder shall procure and maintain for the term of the contract Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance in accordance with Bid Specifications.

### Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, treatment and fertilizer care of Village Owned Trees and newly planted trees

#### **Bid Specifications**

#### DESCRIPTION OF WORK

It is the intent of these specifications to describe the minimum requirements for removal and trimming of Village trees and for stump removal along with the inventory, treatment and fertilizer care of Village owned trees and newly planted trees. The successful bidder shall be required to supply the necessary labor, supervision, equipment, tools and insurance to trim or remove trees or stumps along with the maintenance of healthy trees as designated by the Village of Franklin. All work to be done on an as-needed basis with no guarantee of any certain quantity. The amount of work will be dependent upon budgetary limitations.

Emergency work will typically consist of downed or blocking trees or parts thereof, trees in danger of failure or for removal to facilitate an emergency repair of a utility. Contrator will be available for emergency respone 24/7. The Contractor's response time for emergencies must be within two (2) hours of initial contact.

Tree removals or trims shall be limited to those belonging to the Village of Franklin or trees that lean or encroach into or onto the Village property, and designated for trimming or removal by the Village. The Village will provide instructions of the required work along with the list of locations.

#### **SUPERVISION**

The successful Bidder shall employ an experienced supervisor or foreperson who shall be a certified arborist, to direct the activities of the contractor's employees. The Village Administrator or their designated representative shall inspect the tree work activities and point out any discrepancies between what is being performed and what is required in the contract. The successful Bidder shall make adjustments to eliminate these discrepancies within 24 hours of being notified.

#### **INSURANCE**

The successful Bidder shall procure and maintain at its own expense during the term of the contract and supply proof of the following insurance coverage:

- <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- Owners Contractors Protective Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Village of Franklin shall be "Named Insured" on said coverage.

- Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all nonowned, and all hired vehicles.
- Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

The successful Bidder shall not commence work under the contract until it has obtained the insurance required hereunder. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan. All coverages shall be with carriers acceptable to the Village of Franklin.

On Commercial General Liability and Motor Vehicle Liability Insurance, the following shall be Additional Insureds: the Village of Franklin, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

Workers' Compensation, Commercial General Liability, Owners Contractors Protective Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating sixty (60) days advance written notice of cancellation or non-renewal shall be sent to the Village Administrator.

Prior to execution of a contract with the Village, the successful Bidder shall provide the Village with certificates of insurance and/or policies for the required coverages in a form acceptable to the Village.

#### **CONTRACT TERMINATION**

The Village of Franklin shall reserve the right to terminate the contract upon 30 days written notice due to poor perforpersonce or for any reason deemed to be in its best interest. The Village Administrator will be solely responsible for determining acceptable perforpersonce levels. His/her decision will be deemed in the Village's best interest and be final. The Village reserves the right to retain these services in-house, re-award or rebid the contract in whatever personner is deemed to be in its best interest.

#### DAMAGE TO PROPERTY

The Contractor shall be responsible for any and all damages caused by his work to buildings, sidewalks, curbs, streets, driveways, structures or conveyances both public and private. It shall be the Contractor's responsibility to repair, restore and replace any damage to trees, shrubs or turf caused by his work to the satisfaction of the Village.

#### LOCATING BURIED OR OVERHEAD UTILITIES

It shall be the responsibility of the Contractor to contact "Miss Dig" and/or other utility companies prior to stump removal or other excavations. Damage to overhead or

underground utilities caused by work under this contract will be the responsibility of the Contractor.

#### **PUBLIC RELATIONS**

The Contractor and his employees are expected to respond to the public in a respectable and courteous personner. If the Contractor or his employees cannot satisfy a citizen's concern, he is to refer the citizen to the Village Administrator at 248 626-9666.

#### **CONTRACTOR'S QUALIFICATIONS**

The Contractor must have a minimum of five (5) years experience performing trimming and removal work similar to the requirements listed in these specifications.

The successful bidder must have either a Certified Arborist on staff or on site while work is being performed at no additional cost to the Village. The Arborist will be responsible for insuring that all work under this contract is performed in conforpersonce with the applicable Tree Care Industry Association (TCIA), International Society of Arboriculture (ISA) and American National Standards Institute (ANSI.Z133) Standards. The Contractor must have at least one employee who is trained and certified for work around electrical hazards.

The successful Bidder shall supply a list of all equipment and vehicles in their possession that would or could be used for the removal, pruning and/or any emergency work that may be performed under this contract.

#### REFERENCES

The successful bidder must submit a list of at least three (3) references, preferably government agencies, for which they have performed similar services. The list must include the organization's name, contact person's name and title, telephone number, email (if available), type of work performed and when work was performed.

#### HOURS OF OPERATION

The contractor shall not commence work prior to 8:00 a.m. nor continue work beyond 7:00 p.m. No work shall be performed under this contract on Saturdays, Sundays or holidays except for emergency work.

#### TRIMMING AND REMOVAL REQUIREMENTS

Once the hazardous trees have been removed, the Contractor will be expected to maintain the overall condition of the Village owned tree canopy by removing one inch (1") and larger diameter deadwood, trunk suckers and removing split or rotten limbs. The Contractor will also notify the Village of any hazardous conditions or problems related to tree health and safety. Prior to the tree trimming phase, the Village will provide a map of the Village divided into sections and the Contractor will complete tree trimming in one section before moving on to the next.

It shall be the responsibility of the Contractor to provide adequate warning devices, barricades, guards, and/or other necessary precautions to provide safety and protection from harm to pedestrian and vehicle traffic within the work area. Signs and cones are required for local streets; direction sign boards and cones are required for major streets. Traffic shall not be detoured without permission from the Police and Fire Department.

Tire ruts left on the right-of-way from tree removal/stumping operations need to be repaired by the Contractor.

No climbing spurs, hatches or any blunt device shall be used while trimming or desuckering trees. Acceptable tools shall include but not be limited to hydraulic and personual pruners, chain saws and hand saws.

#### EMPLOYEES AND TRIMMING EQUIPMENT

All trimming and removal crews shall consist of two qualified employees at a minimum (one being a Certified Arborist). A daily log must be kept showing the street name; address; size; and type of work completed. This log must be submitted with the corresponding request for payment. Any unusual conditions or problems encountered must be reported on the log. A proposed time sheet to track hours and equipment must be submitted with the bid.

All work shall be performed in accordance with applicable MIOSHA and ANSI safety standards. All necessary Personal Protection Equipment shall be worn at all times while fieldwork is being done. This includes the use of long pants, chainsaw chaps, helmets, safety glasses, high visibility vests and hearing protection.

All employees must be appropriately licensed by the State of Michigan. All equipment must be validly licensed by the State of Michigan and clearly identified with the company identification markings.

The successful Bidder also agrees that any consumption of alcohol and drugs before or during working hours or driving or working under the influence of alcohol or controlled substances by its employees is strictly forbidden and shall constitute grounds for contract termination.

All trimming tools will be disinfected with an approved chemical between trees of the following varieties: Honey Locust; London Plane; Sycamore; Crab; Elm; Pine; and Oak trees.

All work tools, equipment and procedures shall meet both ISA standards (website <a href="www.isa-arbor.com">www.isa-arbor.com</a>) and the American National Standards Institute (ANSI. Z133.1-2006), "Arboricultural Operations" for pruning, saw use, rigging, removing trees and brush chipping.

All branches, woody parts, trimmings and debris must be removed and the work area left "broom clean".

#### STUMP REMOVAL

Stumps shall be ground to a depth of 12" below the finished grade and the mound shall also be ground down so grade is consistent with the surrounding area. All wood chips, roots, dirt and other debris shall be removed from the ground area. The Contractor shall be responsible for the proper disposal of spoils and clean-up of the area. All areas must be backfilled with topsoil and seeded.

#### **EMERGENCY CALL-OUTS**

Contractor will have a work crew available to respond to emergency situations as may be needed by the Village at the hourly rates quoted herein. Emergency crews shall be available and at job site within **two (2) hours** of the emergency call by the Village. An emergency will be defined as a special occurrence such as storm damage caused by wind or ice or a vehicle accident, etc.

The Contractor is to give absolute preference to the Village in storm or emergency conditions. The Contractor shall provide telephone numbers where they can be reached on a **24 hour** basis. The Contractor shall list any other communities or contracts they are under for emergency work below:

City of Warren

#### **TAXES**

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the Village against any liability for same.

#### COMPLIANCE WITH LAW AND REGULATIONS

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

#### INDEPENDENT CONTRACTOR

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the Village.

### SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the Village's advance written consent.

# Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, treatment and fertilizer care of Village Owned Trees and newly planted trees

#### PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the Village of Franklin the following items:

- 1. The Bidder has examined the proposal and specifications regarding the scope of work.
- 2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the Village.
- 3. The Bidder has examined the streets and has become familiar with conditions surrounding the tree canopy.
- 4. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, and insurance and repair costs.
- 5. The work will be performed in accordance with all elements set forth in this proposal.
- 6. This proposal is made in good faith and without fraud or collusion.
- 7. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

The undersigned fully understands the requirements, therefore the costs to provide tree removal, tree trimming and stump removal shall be as follows:

#### Proposal for Current to June 30, 2022

#### **Tree Removal**

Contractor to provide a three-person tree removal crew, equipment, saws, aerial tower, chipper, dump trucks, and traffic control devices necessary for removal and disposal of trees on municipal property.

\$_	300.00	per hour for 3 person crew for regular hours
\$	346.50	per hour for 3 person crew for overtime hours
\$_	475.00	per hour for 3 person crew on emergency/holiday hours

#### Stump Removal

Contractor to provide a crew to perform stumping operations including equipment and employees for removal/grinding of stump(s). This would include any additional traffic control devices if necessary.

\$ 260.00 per hour for 2 person crew for regular hour
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## **Tree Trimming**

Contractor to provide a two-person crew, aerial tower and chipper for tree trimming. Price to include crew, equipment, saws, aerial tower, chipper, dump truck, and traffic control device necessary for trimming of trees in the right-of-way. This trimming will be done in sections as determined by the Village.

\$200.00	per hour for 2 person	crew for regular hours
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Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours.

#### Proposal for July 1, 2022 to June 30, 2023

#### Tree Removal

Contractor to provide a three-person tree removal crew, equipment, saws, aerial tower, chipper, dump trucks, and traffic control devices necessary for removal and disposal of trees on municipal property.

\$_	315.00	per hour for 3 person crew for regular hours
\$_	361.50	per hour for 3 person crew for overtime hours
\$_	490.00	per hour for 3 person crew on emergency/holiday hours

#### **Stump Removal**

Contractor to provide a crew to perform stumping operations including equipment and employees for removal/grinding of stump(s). This would include any additional traffic control devices if necessary.

\$\_\_\_\_270.00 \_\_\_\_\_ per hour for 2 person crew for regular hours

#### **Tree Trimming**

Contractor to provide a two-person crew, aerial tower and chipper for tree trimming. Price to include crew, equipment, saws, aerial tower, chipper, dump truck, and traffic control device necessary for trimming of trees in the right-of-way. This trimming will be done in sections as determined by the Village.

\$\_\_\_\_210.00 per hour for 2 person crew for regular hours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours

#### Proposal for July 1, 2023 to June 30, 2024

#### Tree Removal

Contractor to provide a three-person tree removal crew, equipment, saws, aerial tower, chipper, dump trucks, and traffic control devices necessary for removal and disposal of trees on municipal property.

\$_	330.00	per hour for 3 person crew for regular hours
\$_	376.50	per hour for 3 person crew for overtime hours
\$_	505.00	per hour for 3 person crew on emergency/holiday hours

#### Stump Removal

Contractor to provide a crew to perform stumping operations including equipment and employees for removal/grinding of stump(s). This would include any additional traffic control devices if necessary.

hours
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#### **Tree Trimming**

Contractor to provide a two-person crew, aerial tower and chipper for tree trimming. Price to include crew, equipment, saws, aerial tower, chipper, dump truck, and traffic control device necessary for trimming of trees in the right-of-way. This trimming will be done in sections as determined by the Village.

\$ 220.00	per hour for 2 person crew for regular ho	ours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours

# REFERENCES

Please list the clients/municipal agencies for which your company has provided similar services.

1. Agency City of Warren	Phone Number(586) 258-2045
Address 1 City Square, Suite 425 Warren, MI	48093
Contact NameDino	Years service provided 5+
Email of Contactdturcato@cityofwarren.org	<u> </u>
Type of work performed Tree Trimming and	Removals
2. Agency City of Oak Park	Phone Number(248) 867-2823
Address 14000 Oak Park Blvd. Oak Park, MI	18237
Contact NameEd	Years service provided 4
Email of Contactemlynczyk@ci.oak-park.mi.u	us
Type of work performed Tree Trimming and	Removals
3. Agency City of Southfield	Phone Number (248) 796-4138
Address26000 Evergreen Rd. Southfield, M	l 48037
Contact Name Leo Clower	Years service provided 9
Email of Contact cmays@cityofsouthfield.co	m
Type of work performed Tree Removal, Stun	np Grinding & Tree Trimming
Please provide proof of minimum five years ex services:	perience in tree trimming and remova
See attached company profile.	

EXCEPTIONS: Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

None
y
Firm Name: _ Owen Tree Service, Inc Date: _ 10/1/2021
Address: 225 N Lake George Rd. Attica, MI 48412
Telephone:(810) 724-6651
Email rowen@owentree.com, logand@owentree.com
Signature Title: President
CHECK LIST FOR BIDDERS
Proposal for services for regular, overtime and holiday work
✓ Name(s) of Certified Arborist(s) on staff
✓ Proposed timesheet to log equipment and operator hours
Supply a list of current and expected clients that emergency service is being provided to
Description of any exceptions to the specifications
Contact information with authorized signature
Three references
Proof of five years of experience
Current list of trucks and equipment

#### **VILLAGE OF FRANKLIN**

# TREE REMOVAL, TREE TRIMMING AND STUMP REMOVAL INVENTORY, TREATMENT AND FERTILIZER CARE OF VILLAGE OWNED TREES AND NEWLY PLANTED TREES

#### ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Village Offices, 32325 Franklin Road, Franklin MI 48025 until:

October 4, 2021 at 2 p.m.

At which time, all bids will be publicly opened and read aloud. The Village reserves the right to reject any or all bids, and to waive or not waive irregularities in bids or bidding procedures, and to accept or further negotiate price, terms or conditions of any bid determined by the Village to be in its best interest whether or not the lowest bid.

Bid documents may be obtained from the Village Clerk's Office or the MITN website <a href="https://www.bidnetdirect.com/">https://www.bidnetdirect.com/</a>

PLEASE NOE: THE VILLAGE IS BIDDING OUT FOUR SEPARATE CONTRACTS FOR DEPARTMENT OF PUBLIC WORKS SERVICES. BIDDERS MAY BID ON ONE, SOME OR ALL FOUR BIDS. THE OTHER BIDS ARE:

- SNOW REMOVAL AND SALTING
- GRASS CUTTING, TRIMMING AND OTHER LANDSCAPE SERVICES
- PUBLIC WORKS SERVICES

Please clearly mark bid envelopes: <u>Tree Removal, Tree Trimming and Stump Removal</u> Bid

Heather Mydloski Franklin Village Clerk

# Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, Treatment And Fertilizer Care Of Village Owned Trees And Newly Planted Trees

#### **Instructions to Bidders**

- 1. Any and all bids must be on the Village of Franklin proposal forms and must be delivered to and received at the Village Offices, 32325 Franklin Road on or before the date and time specified in the Advertisement for Bids.
- 2. If further information regarding this bid is required, please contact the Village Administrator at (248) 626-9666.
- 3. The term of this contract will be for three years but may be extended at the option of the Village of Franklin for up to two additional years. Contract commencement shall be on or before November 30, 2021.
- 4. Vendor changes or alterations to bid documents including specifications may result in a bid being rejected.
- 5. All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through contract completion. Approval and award of a bid shall not constitute a formed contract, and the approval and award of a bid is contingent and conditioned on entry into written contract acceptable to the Village.
- 6. To the fullest extent by law, the successful bidder agrees to defend, pay on behalf of, indemnify and hold harmless the Village of Franklin, its elected and appointed officials, employees and volunteers and others working on behalf of the Village of Franklin against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village of Franklin, its elected and appointed officials, employees, volunteers or others working on behalf of the Village of Franklin, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract. The successful bidder shall execute the Hold Harmless Agreement found within the bid documents and submit it with the bid.
- 7. A successful Bidder shall procure and maintain for the term of the contract Worker's Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance in accordance with Bid Specifications.

# Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, treatment and fertilizer care of Village Owned Trees and newly planted trees

#### **Bid Specifications**

#### **DESCRIPTION OF WORK**

It is the intent of these specifications to describe the minimum requirements for removal and trimming of Village trees and for stump removal along with the inventory, treatment and fertilizer care of Village owned trees and newly planted trees. The successful bidder shall be required to supply the necessary labor, supervision, equipment, tools and insurance to trim or remove trees or stumps along with the maintenance of healthy trees as designated by the Village of Franklin. All work to be done on an as-needed basis with no guarantee of any certain quantity. The amount of work will be dependent upon budgetary limitations.

Emergency work will typically consist of downed or blocking trees or parts thereof, trees in danger of failure or for removal to facilitate an emergency repair of a utility. Contrator will be available for emergency respone 24/7. The Contractor's response time for emergencies must be within two (2) hours of initial contact.

Tree removals or trims shall be limited to those belonging to the Village of Franklin or trees that lean or encroach into or onto the Village property, and designated for trimming or removal by the Village. The Village will provide instructions of the required work along with the list of locations.

#### **SUPERVISION**

The successful Bidder shall employ an experienced supervisor or foreperson who shall be a certified arborist, to direct the activities of the contractor's employees. The Village Administrator or their designated representative shall inspect the tree work activities and point out any discrepancies between what is being performed and what is required in the contract. The successful Bidder shall make adjustments to eliminate these discrepancies within 24 hours of being notified.

#### **INSURANCE**

The successful Bidder shall procure and maintain at its own expense during the term of the contract and supply proof of the following insurance coverage:

- <u>Commercial General Liability Insurance</u> on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- Owners Contractors Protective Liability Insurance with limits of liability not less than \$1,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Village of Franklin shall be "Named Insured" on said coverage.

- Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned, all non-owned, and all hired vehicles.
- Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

The successful Bidder shall not commence work under the contract until it has obtained the insurance required hereunder. All coverages shall be with insurance carriers licensed and admitted to do business in Michigan. All coverages shall be with carriers acceptable to the Village of Franklin.

On Commercial General Liability and Motor Vehicle Liability Insurance, the following shall be Additional Insureds: the Village of Franklin, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

Workers' Compensation, Commercial General Liability, Owners Contractors Protective Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating sixty (60) days advance written notice of cancellation or non-renewal shall be sent to the Village Administrator.

Prior to execution of a contract with the Village, the successful Bidder shall provide the Village with certificates of insurance and/or policies for the required coverages in a form acceptable to the Village.

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The Village of Franklin shall reserve the right to terminate the contract upon 30 days written notice due to poor perforpersonce or for any reason deemed to be in its best interest. The Village Administrator will be solely responsible for determining acceptable perforpersonce levels. His/her decision will be deemed in the Village's best interest and be final. The Village reserves the right to retain these services in-house, re-award or rebid the contract in whatever personner is deemed to be in its best interest.

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It shall be the responsibility of the Contractor to contact "Miss Dig" and/or other utility companies prior to stump removal or other excavations. Damage to overhead or

underground utilities caused by work under this contract will be the responsibility of the Contractor.

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The Contractor and his employees are expected to respond to the public in a respectable and courteous personner. If the Contractor or his employees cannot satisfy a citizen's concern, he is to refer the citizen to the Village Administrator at 248 626-9666.

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The Contractor must have a minimum of five (5) years experience performing trimming and removal work similar to the requirements listed in these specifications.

The successful bidder must have either a Certified Arborist on staff or on site while work is being performed at no additional cost to the Village. The Arborist will be responsible for insuring that all work under this contract is performed in conforpersonce with the applicable Tree Care Industry Association (TCIA), International Society of Arboriculture (ISA) and American National Standards Institute (ANSI.Z133) Standards. The Contractor must have at least one employee who is trained and certified for work around electrical hazards.

The successful Bidder shall supply a list of all equipment and vehicles in their possession that would or could be used for the removal, pruning and/or any emergency work that may be performed under this contract.

#### **REFERENCES**

The successful bidder must submit a list of at least three (3) references, preferably government agencies, for which they have performed similar services. The list must include the organization's name, contact person's name and title, telephone number, email (if available), type of work performed and when work was performed.

#### HOURS OF OPERATION

The contractor shall not commence work prior to 8:00 a.m. nor continue work beyond 7:00 p.m. No work shall be performed under this contract on Saturdays, Sundays or holidays except for emergency work.

### TRIMMING AND REMOVAL REQUIREMENTS

Once the hazardous trees have been removed, the Contractor will be expected to maintain the overall condition of the Village owned tree canopy by removing one inch (1") and larger diameter deadwood, trunk suckers and removing split or rotten limbs. The Contractor will also notify the Village of any hazardous conditions or problems related to tree health and safety. Prior to the tree trimming phase, the Village will provide a map of the Village divided into sections and the Contractor will complete tree trimming in one section before moving on to the next.

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All branches, woody parts, trimmings and debris must be removed and the work area left "broom clean".

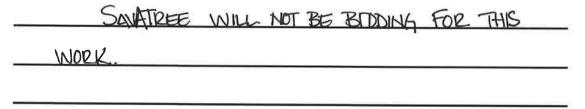
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The Contractor is to give absolute preference to the Village in storm or emergency conditions. The Contractor shall provide telephone numbers where they can be reached on a **24 hour** basis. The Contractor shall list any other communities or contracts they are under for emergency work below:



#### **TAXES**

The successful Bidder shall be responsible for timely and fully paying all applicable federal, state and local income, business, property, payroll, unemployment, sales and other taxes, assessments and levies, and shall hold harmless and indemnify the Village against any liability for same.

### **COMPLIANCE WITH LAW AND REGULATIONS**

The successful Bidder must comply with all applicable federal, state and local laws, ordinances and regulations, including but not limited to applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

#### INDEPENDENT CONTRACTOR

The successful Bidder shall be considered to be an independent contractor and not an employee or agent of the Village.

## SUBCONTRACT OR ASSIGNMENT

The successful Bidder may not subcontract, assign or delegate services or responsibilities under this contract without the Village's advance written consent.

# Village of Franklin Tree Removal, Tree Trimming and Stump Removal Bid Inventory, treatment and fertilizer care of Village Owned Trees and newly planted trees

#### PROPOSAL FOR SERVICES

The Bidder proposes to do all of the work defined in the proposal and specifications for the prices stated below. The Bidder certifies and declares that this proposal warranties to the Village of Franklin the following items:

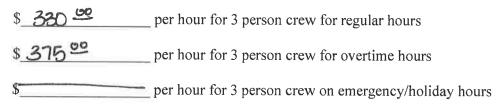
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- 2. The Bidder acknowledges that they are an independent contractor and no employee of the successful Bidder shall represent or act as an agent of the Village.
- 3. The Bidder has examined the streets and has become familiar with conditions surrounding the tree canopy.
- 4. The Bidder proposes to furnish all labor, equipment and materials necessary to perform the contract requirements and agrees that the rates are inclusive of fuel, equipment, labor, and insurance and repair costs.
- 5. The work will be performed in accordance with all elements set forth in this proposal.
- 6. This proposal is made in good faith and without fraud or collusion.
- 7. This bid is based on conditions as determined by the Bidder and the bid is based solely upon the Bidder's own independent business judgment.

The undersigned fully understands the requirements, therefore the costs to provide tree removal, tree trimming and stump removal shall be as follows:

#### Proposal for Current to June 30, 2022

#### Tree Removal

Contractor to provide a three-person tree removal crew, equipment, saws, aerial tower, chipper, dump trucks, and traffic control devices necessary for removal and disposal of trees on municipal property.



#### Stump Removal

Contractor to provide a crew to perform stumping operations including equipment and employees for removal/grinding of stump(s). This would include any additional traffic control devices if necessary.

\$ 31000 per hour for 2 person crew for regular hours

#### **Tree Trimming**

Contractor to provide a two-person crew, aerial tower and chipper for tree trimming. Price to include crew, equipment, saws, aerial tower, chipper, dump truck, and traffic control device necessary for trimming of trees in the right-of-way. This trimming will be done in sections as determined by the Village.

\$ 220 per hour for 2 person crew for regular hours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours.

#### Proposal for July 1, 2022 to June 30, 2023

#### Tree Removal

Contractor to provide a three-person tree removal crew, equipment, saws, aerial tower, chipper, dump trucks, and traffic control devices necessary for removal and disposal of trees on municipal property.

per hour for 3 person crew for regular hours

per hour for 3 person crew for overtime hours

per hour for 3 person crew on emergency/holiday hours

#### **Stump Removal**

Contractor to provide a crew to perform stumping operations including equipment and employees for removal/grinding of stump(s). This would include any additional traffic control devices if necessary.

\$ 326 go per hour for 2 person crew for regular hours

#### **Tree Trimming**

Contractor to provide a two-person crew, aerial tower and chipper for tree trimming. Price to include crew, equipment, saws, aerial tower, chipper, dump truck, and traffic control device necessary for trimming of trees in the right-of-way. This trimming will be done in sections as determined by the Village.

\$\_\_\_\_\_\_\_ per hour for 2 person crew for regular hours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours

#### Proposal for July 1, 2023 to June 30, 2024

#### Tree Removal

Contractor to provide a three-person tree removal crew, equipment, saws, aerial tower, chipper, dump trucks, and traffic control devices necessary for removal and disposal of trees on municipal property.

\$ 36500 per hour for 3 person crew for regular hours

\$ 414000 per hour for 3 person crew for overtime hours

\$ per hour for 3 person crew on emergency/holiday hours

#### Stump Removal

Contractor to provide a crew to perform stumping operations including equipment and employees for removal/grinding of stump(s). This would include any additional traffic control devices if necessary.

\$ 343 ee per hour for 2 person crew for regular hours

#### **Tree Trimming**

Contractor to provide a two-person crew, aerial tower and chipper for tree trimming. Price to include crew, equipment, saws, aerial tower, chipper, dump truck, and traffic control device necessary for trimming of trees in the right-of-way. This trimming will be done in sections as determined by the Village.

\$ 243 60 per hour for 2 person crew for regular hours

Definition of hourly time charges: Regular Hours is defined as Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m. There will be no work on the following holidays except in the event of an emergency, when the Holiday Hours rate would apply: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day. Overtime is defined as any hours worked over 40 regular hours in a week. Contractor must have permission from Village prior to working any billable overtime hours

### REFERENCES

Please list the clients/municipal agencies for which your company has provided similar services.

1. Agency CTTY OF GROSSE POINTE PARK Phone Number (313) 822-5020
Address 15115 EAST JEFFERSON AVENUE, GROSSE POWTE PARK, MI
Contact Name BRIAN (OUITER Years service provided 1
Email of Contact Louttonbe grossepointepark. org
Type of work performed TEEE TRIMMING, TREE REMOVAL, STUMP GRINDING, DECOR.
2. Agency CITY OF FORT COLLINS FORESTRY Phone Number (970) 221 - 6660
Address 413 SOUTH BEYAN AVENUE, FORT COLLING, COLORADO 80521
Contact Name LALPH ZENTE. Years service provided 2.
Email of Contact rentze fcgov. com
Type of work performed TREE TRIMMING, TREE REMOVAL, STUMP GRINDING, DECR.
3. Agency Trans School DISTRICT Phone Number (248) 321-1702
Address 4420 LINERHOLS RD, TROY, MICHIGAN 48084
Contact Name LARRY FIZANCKOWIAL Years service provided 5
Email of Contact I Franckow 1 a Ke troy. K12. Mi. US
Type of work performed TREE TRIMMING TREE REMOVAL STUMP GREINDING VEGETATION CONTROL
Please provide proof of minimum five years experience in tree trimming and removal services:
INTERNATIONAL SOCIETY OF ARBORICULTURE
MEGHAN GODDON CERTIFIED ARBORIST # 11-3941 A SINCE 2013
NICHOLAS BOMBER CERTIFIED ARBORIST# MI-0767A SINCE 2004

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	E B T T T T T T T T T T T T T T T T T T
Firm Name: SavATree	Date:
Address: 2427 JOHN R. ROA	D, TIEDY, MICHIGAN 48083
Telephone: (248) 588-0202	Cell Phone: (703) 932 - 7005
Email Nomber e Sovetire co	000
Signature CHECK L	Title: District Manage
Proposal for services for regular,	overtime and holiday work
Name(s) of Certified Arborist(s)	
Proposed timesheet to log equipm	. 1
Supply a list of current and expe	ected clients that emergency service is being
Description of any exceptions to	
Contact information with authorize	
Three references	
Proof of five years of experience	
Current list of trucks and equipme	

SavATree Equipment List (as of 10/4/2021)	
2000 Chevy C7500 Bucket Truck (FAP #00183)	
2000 GMC C7H042 (FAP# 00185)	
2003 Chevy Silverado 1500 (FAP# 00184)	
2005 International 4300 (FAP# 00189)	
2005 Chevy Silverado 2500HD (FAP# 00186)	
2011 Chevy Silverado 2500HD (FAP #00182)	
2011 Chevy Silverado 2500HD (FAP #00181)	
2017 Chevy Silverado 1500 (FAP #00177)	
2017 Chevy Silverado 1500 (FAP # 00193)	
2006SterlingLT950 - From Norcross	
2006 Sterling Chip Body Truck Repairs	
2002 Ford F550 (FAP# 00199)	
2017 Chevy Silverado (FAP# 00188)	
2005 Chevy Silverado 2500 HD (FAP# 00205)	
2019 Chip Truck	
2019 Chip Truck	
2019 Freightliner Chip Body (FAP #00337)	
2019 Freightliner Chip Body (FAP #00338)	
2020 Lawn Truck replacing L15P36	
Ford F550	
2014 Ford F550 (FAP# 00207)	
2014 Ford F550 Repairs	
2016 Ford F550 (FAP# 00203)	
Injector Kit Lawn Trucks L16P108	
2018 Chevy Silverado 3500HD (FAP# 00223)	
2017 Ford F550 (FAP# 00234)	
2017 Ford F550 (FAP# 00234) Repairs	
2019 Isuzu NQR Lawn Truck (FAP #30)	
2004 Ford FLATBED new (FAP# 00201)	
2005 Ford F550 Platform (FAP# 00198)	
2006 Ford F550 (FAP#00197)	
2012 Ford F550 (FAP# 00206)	
2014 Ford F550 (FAP# 00208)	
2016 Chevy Silverado 2500HD (FAP# 00191)	
2016 Ford F550 (FAP# 00196)	
2016 Ford F550 (FAP# 00200)	
2016 Ford F550 (FAP# 00204)	
2017 Ford F550	
2017 Platform Basket 2750 RXBDJ Aerial Track Lift-new upper boom	
2018 Chevy Silverado (FAP# 00237)	

Say A Tree Fourisment List (as af 10/4/2021) Co.	
SavATree Equipment List (as of 10/4/2021) Continued  2019 Isuzu NRR AP Truck (FAP #28)	
2020 PHC Truck replacing P04P57  1994 Brush Bandit 250 Chipper (FAP #00213)	
2004 Brush Bandit 150 Chipper (FAP #00214)	
2011 Brush Bandit M250XP Chipper (FAP #00216)	
2001 Coulton Street Origin to 7500 (DAD 1900)	
2001 Carlton Stump Grinder 7500 (FAP #00242)	
2015 Bandit Stump Grinder 2650 (FAP #00217)	
1998 CUSTOM 2A	
2000 assembled	
2005 trailer built by Yates 2005	
2001 BRI MAR TRAILER new	
2015 APPALACHIAN TRAILER	
2017 APPALACHIAN TRAILER	
2019 Log Mover (FAP #00021)	
2019 Brush Bandit Intimidator 15XP Chipper (FAP #2789)	
2019 Brush Bandit Intimidator 15XP Chipper (FAP #2792)	
2019 Brush Bandit Intimidator 15XP Chipper (FAP #00373)	
2019 Brush Bandit Intimidator 18XP Chipper (FAP #00374)	
1997 Custom Trailer	
2020 Z Spray L20E92	
2020 Z Spray	
2020 Lawn Trailer	
2020 Ryan Mataway Overseeder	
Construction	
15-inch chipper	
Lawn Truck	
Mason Truck	
Aerator	
2021 Freightliner M2106	
2016 Freightliner M2106 Bucket Truck	
2015 Chevrolet Silverado 2500HD Crew Cab LTZ 4WD	
2006 Dodge Ram 2500 Reg Cab SLT 4WD	
2012 Dodge Ram 5500 Crew Cab SLT Laramie 4WD	
2004 Isuzu NQR	
2004 Chevrolet Topkick C7500	
2018 International 70' Elevator MV Series	
2006 Peterbilt 362 (Tandem)	
2007 Sterling LT9500 (Tandem)	
2011 Ford F750	

SavATree Equipment List (as of 10/4/2021) Continued	
1993 Kenworth T600 (Tandem)	
2015 Bigtex 7x14 (14k GVW)	
2019 Tow Bandit Custom (14 GVW)	
 2005 Kronkite 24' Deckover (24 GVW)	
2020 B&B Trailer 22' Low Profile (20k GVW)	
2018 Bandit 21XP	
2020 Bandit 18xp	
1996 Bandit 1890 Intimidator HD	
2019 Ditch Witch SK800	
2017 Ditch Witch SK750	
2018 Wacker Neuson WL32	
2013 Gehl AL540	
2020 CMC 72' HD Pro	
2017 Boss 8' straight Blade	
2017 BMG Knock Around Grapple	
2020 BMG Knock Around Grapple	
2019 BD 42" Mini Grapple Bucket	
 2016 HD grapple 60"	
2020 HD grapple 60"	
 2021 Bandit Intimidator 18XP	
2021 Freightliner M2 106	



2427 John R Road Troy: MI 48083 www.savatree.com

Meghan Gordon ISA Certified Arborist® (MI-3941A) Tree Risk Assessment Qualified (TRAQ) B.S. Forestry, MSU



phone: (248) 588-0202 mobile: (248) 640-3948 email: mgordon@savatree.com



## Nicholas Bomber

Branch Manager ISA Certified Arborist® (MI-0757A) CTSP #00018





phone: (248) 588-0202 mobile: (703) 932-7005 email: nbomber@savatree.com

CLIENT: \* Sample Work Order \*

\* Printed individually p

\* Printed individually par jobs\*

[SAVATREE LOGO]

BILL TO:

H:--W:--Chone numbers Invoice Number:

Invoice Number: Service Amount:

Date Printed:

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Vehicle #	Vehicle #	Vehicle Pr	oblems:			Ť	otal Labor		Misc Expenses
						EQ:			Crane
1						EQ:			Traffic Control
Tools Recovered? Y/N	Any hangers? Y/N	Property D	amage?				Total Hrs		Materials
Area Cleaned? Y/N	Cust Contact? Y/N							_,	Disposal Yds
						%	Complete		Disposal \$
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#### RESOLUTION

# Village of Franklin Board of Trustees October 11, 2021

**WHEREAS** the Village of Franklin conducts daily administrative operations in the historic Broughton House, police operations are conducted in a much newer Headquarters building and there is a third building, the historic Kreger House used for special events, meetings, and certain storage, and

**WHEREAS** changing weather patterns have resulted in recurring instances of prolonged power outages in Franklin, and

**WHEREAS** only the police headquarters building is equipped with a generator resulting in the closing of Village Administrative offices for the duration of local power outages, and

**WHEREAS** the interests of the residents and businesses in the Village of Franklin will be better served if the Village Offices and the Kreger House remain functional during such power outages,

**IT IS RESOLVED** that the Village Administrator is hereby authorized and directed to acquire emergency power generation for the Broughton and Kreger buildings, which may involve use of the generator currently serving the police headquarters, or may require acquisition of new generators for the separate buildings, at his discretion, and

**IT IS FUTHER RESOLVED** that \$14,000 is appropriated from the general fund balance to the capital expenditure account in the Administrators budget for the purpose of acquiring emergency power generation in those two historic buildings.



August 2, 2021

Sent Via E-mail

Mr. David Goldberg Village of Franklin Law Office of David A. Goldberg, P.C. PO Box 250156 Franklin, MI 48025 (248) 496-5858 (248) 538-0294 (fax)

Re: Proposal for Professional Services: Village of Franklin (4 Parcels) Southfield Township, Oakland County, Michigan

Mr. Goldberg:

Thank you for the opportunity for Marx Wetlands LLC (MW), to submit the following proposal for professional services for the above-referenced site.

#### **BASIC SERVICES**

# 1) <u>Task 1. Wetland Boundary Flagging, GPS Location, Map/AutoCAD, and Wetland Evaluation Letter Report (Estimated \$1,250.00)</u>

MW will flag wetland boundaries for the proposed project comprised of four (4) parcels. See **Attachment 1**. The following four (4) parcels are located within the Village of Franklin and Southfield Township, Oakland County, Michigan and will be included in the wetland delineation:

- 24-06-352-006 Wellington/Fairgrove (~1.35 AC)
- 24-06-255-001 Wellington/Irving (~1.40 AC)
- o 24-07-226-006 13 Mile/Kirk Ln. (~6.5 AC)
- 24-06-257-022 Village Hall (~1.5 AC portion)

MW will utilize techniques outlined in The Michigan Department of Environmental Quality Wetland Identification Manual (2001) and where appropriate, the U.S. Army Corps of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987). The client or agent(s) of the client shall provide all available topographic and relevant site information. The client shall be responsible for providing MW permission to enter the site as well as locating and identifying all property boundaries and/or project limits. MW will collect the wetland flag locations utilizing a submeter GPS Trimble unit. The GPS data will be processed to deliver an AutoCAD drawing (.dwg file) with the outline of wetland delineation aligned and geo-referenced to the coordinate system of current site survey (as provided by the client). A wetland location map will also be included with the wetland report. MW will also prepare a written letter report regarding the characteristics

9861 High Meadow Drive Superior Township, MI 48198 Phone: 734-478-8277 e-mail:

bg.marxwetlands@gmail.com
& bg@marxwetlands.com

Mr. David Goldberg Village of Franklin– 4 Parcels Southfield Township, Oakland County, MI Page 2

of the wetland-related site conditions and provide an opinion as to the EGLE, Corps jurisdiction, if requested by the client.

#### 1) Task 2. Tree Survey- IF REQUESTED: Estimated Fee \$4,250.00 (NTE)

MW will conduct a survey to locate trees which are 6 inches in diameter at breast height (DBH) or greater within the site. A table of tree survey information will be produced, which will include tree identification number, common name, scientific name, DBH, and condition. A Certified Arborist credentialed by the International Society of Arboricultural will conduct the tree survey and produce the table of tree survey information. Pursuant to the Village of Franklin's Tree Protection ordinance 1232.04 Tree Protection, a protected tree is defined as any tree that has a caliper of six (6) inches or greater and is not identified as a non-protected tree.

It is estimated there are approximately 10.0 acres of forested area across all four (4) parcels and this task assumes approximately 100-120 trees per acre (depending on the age of the forest/disturbance levels, etc.) for an estimate of 1,000 to 1,200 total trees larger than 6.0" DBH within the study area. This task may take approximately 4 to 5 days of field work with team of up to 2 staff.

# 2) <u>Task 3. Natural Features Inventory and Report (Est. \$2,500.00 NTE, if requested)</u>

MW will review the existing literature and online remote sensing data and will conduct the necessary field work to inventory the natural features of the site pursuant to the Village of Franklin ordinance. The client or agents of the client shall provide all available topographic and relevant site information. The client will be responsible for locating and identifying all property boundaries and/or project limits and providing MW permission to enter the site. MW will prepare a report (including photographs and graphics) to the client in order to specifically address the above-referenced ordinance.

The Natural Features Inventory analysis will also include identifying: (i) particular habitats; (ii) preliminary threatened and endangered species habitat assessment; (iii) any invasive species; (iv) a recommendation on whether the areas should be left undisturbed or can be usable

#### **REMUNERATION**

The client shall compensate MW for the Basic Services described herein on an hourly labor basis for all hours worked (including travel time) at an hourly rate with a labor estimate of \$8,000.00 (Not to Exceed Total Fee) for Task 1) wetland boundary flagging, wetland evaluation letter report, AutoCAD drawing and mapping of wetland boundaries; Task 2) tree survey (tagging/location) and generation of a tree survey table and memo); and Task 3) Natural Features Inventory and Report, if requested.



Mr. David Goldberg Village of Franklin– 4 Parcels Southfield Township, Oakland County, MI Page 3

Reimbursable expenses are excluded from the basic compensation as described above. All agency application fees and expenses shall be the responsibility of the client. MW will initiate the Basic Services described herein within three (3) weeks of the signed authorization, depending on weather conditions and COVID precautions, if applicable.

Full payment is expected before the release of final documentation, including mapping and reporting. Payment of fees does not guarantee agency confirmation of any MW wetland boundary determination, issuance of any regulatory agency permits, or site plan approvals for which application may be made. Payments on account of services rendered shall be made monthly in proportion to services performed upon receipt of invoice. Balances remaining unpaid after 30 days are subject to a monthly finance charge of 1% (12% annually) until paid. MW reserves the right to suspend work on the project at such time as payment for services has become delinquent for 60 days through no fault of MW. In the event MW shall be successful in any suit for damages for breach of this agreement, including non-payment of invoices, MW shall be entitled to recover, as part of damages, reasonable legal costs and expenses for bringing and maintaining any such related legal action.

#### **CONDITIONS OF AGREEMENT**

Please be advised the information provided by MW regarding wetland boundaries is an estimate of the wetland boundary. The ultimate decision on wetland boundary locations and jurisdiction thereof rests with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and, in some cases, the Federal government and/or local municipalities. As a result, there may be adjustments to boundaries based upon review of a regulatory agency. An agency determination can vary, depending on various factors including, but not limited to, the experience of the agency representative making the determination and the season of the year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels or other events. Any of these factors or others can change the nature and extent of wetlands on the site. Wetland evaluations performed outside the growing season from late-October until late-April may not be consistent with the official EGLE wetland assessment program and therefore are subject to increased potential for change than those performed during the growing season.

This proposal remains in effect for a period of sixty (60) days. If accepted within this period, it shall become the agreement signed by the other. This agreement shall not be enforceable by either party until each party has in its possession a copy of this agreement signed by the other. The information, surveys, documents and all services furnished by the client or others retained by the client shall be provided at the client's expense; the client warrants the accuracy of such information and shall indemnify and hold MW harmless from all expenses, claims



Mr. David Goldberg Village of Franklin– 4 Parcels Southfield Township, Oakland County, MI Page 4

and/or liability resulting from the use of such information. The liability of MW under terms of this agreement shall be limited to the estimated fee. The client may terminate or suspend services under this agreement at any time upon paying all sums due. The information contained in this proposal may be proprietary and shall not be disclosed to any parties outside of the client's staff or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the client shall have the right to duplicate, use, or disclose the information to the extent provided through a written agreement with MW. This agreement shall be governed exclusively by the laws applicable to the State of Michigan.

This document may serve as an agreement between us. Please indicate your acceptance of the Basic Services by signing in the space provided below and returning one signed copy for our files. Thank you for the opportunity to work with you on this project. If you have any questions, please contact me at your convenience.

Sincerely,

Marx Wetlands LLC Bryana J. Guevara, PWS

Byona Duevaw

AUTHORIZED REPRESENTATIVE: Mr. Goldberg; Village of Franklin





TO: Franklin Village Council

FROM: David A. Goldberg, Village Planning Commission Chair

DATED: 10/11/21

RE: Marx Wetlands Proposal

#### Dear Council:

As part of the Planning Commissions Master Plan Implementation, one of the items we are looking at as part of the overall Safety Pathway/Safe Walking Zones implementation has been an inventory of Village owned land and an analysis of potential uses, if any. This project was spurred by the Jen Stan property owned by the Village in conjunction with the Historical Museum, and a request to reinstitute walking pathways throughout.

As part of the first phase of the review we identified the four (4) largest and most accessible Village owned parcels, which included the Jen Stan parcel as the largest. The other three (3) are (i) the Village Park that traverses the entire south side of Irving Drive; (ii) the top of the hill, west of the Cemetery that connects to the Irving Drive Park; and (iii) the Village Park on the east side of Wellington, just south of Fairgrove.

What we are essentially determining for each parcel is a two (2) prong analysis: (a) should the parcel be used/cleaned up at all or left in its current state; and (b) if it does warrant useability, should it be simply for passive uses (i.e. walking trails) or more active uses that would be determined at a later date.

However, in order to complete the above analysis, we determined that a base-line of each parcel's (I) wetlands, if any; (II) protected woodland; and (III) natural features and wildlife habitats that could potentially be impacted was essential and would be required before any work could be done. Typically, if we used the Village's consultants, HRC would perform the wetland analysis; Sav-A-Tree would do the woodland analysis; and neither really had anyone on staff to do the natural features analysis, which would have to subcontracted out.

In addition, based on having to use potentially three (3) different contractors at our consultants standard pricing, the cost to have it done was going to be far more expensive than the Marx Wetland proposal and would not have any contiguity in the overall analysis with three different companies going on site. I discussed the situation with Jamie Burton at HRC and April Jackson from Sav-A-Tree and it was April Jackson that referred us to Marx Wetlands.

The owner of Marx Wetlands, Bryana Guerva, is a second generation owner that purchased the business several years ago from the founder that had established a well-respected business in southeast Michigan. Bryana is a licensed wetland consultant, a licensed woodland consultant, and between her and her staff are qualified to do the natural features portion. Essentially, Marx Wetlands is a very qualified company that is also a small business operating, for now, on low overhead. As a result, the pricing Marx offers is lower than our consultants would be collectively, and since they would also be able to do all three (3) portions together, can offer even further discount.

Both HRC and Sav-A-Tree reviewed the Marx Proposal, along with Chris Doozen our Planning Consultant, and each determined that Marx was qualified, that their collective pricing was more cost effective for the Village, and that having one consultant performing the entire base-line analysis would leave us a more cohesive report. HRC and Sav-A-Tree both also acknowledged that once Marx completed its base-line, they would then step back in and assist in any potential planning and design of the parcels that were agreed upon, with Marx available to inject their opinions, and McKenna there to help us in our review.

I will be on the ZOOM tonight to answer any questions.

Best regards,

David A. Goldberg Planning Commission Chair



Village of Franklin 32325 Franklin Road Franklin, MI 48025

## RECEIVED

SEP 2 7 7021

VILLAGE OF FRANKLIN, MI

248-626-9666 Office

	CIVIC EVE	NTS PERMIT	•	
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ORGANIZATION: FRANKLIN	PUBLIC L	JRRAZ4		
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American Data deu Shred paper I dan electronic media	mily will	come with		g tack to
WHERE WILL PARTICIPANTS PARK?  Are You Requiring Any Street Closure?  Please Attach a Map Showing Proposed	Select Option	y Rd, be	and front	lin Grean elin Com numb Church
Will a tent larger than 120 sq. ft. be used Permit attached?	during this event	Select Option	yes, Building Permit	Required Building
Temporary Sign Needed? Select Option Sign application attached? Select Option	A CONTRACTOR OF THE PARTY OF TH		a Banner Over Frank Banner Policy Attach	
Have You Held This Event Here Before? Does Your Organization Have any Affilian	Select Option <b>M</b> ion with the Villag	Expected Number e of Franklin? Sele	of Participants	
If yes, what is the affiliation?   Applicant further agrees that the Village			incurred costs assoc	
Permit (e.g. Police overtime, cleanup, da			, mounted costs assoc	siated with civic Event
If Banner requested, attach copy of insulation consideration for this permit, the applicant agrees, to the Franklin- Bingham Fire Department and their elected damages, losses, suits, claims, expenses, attorney fees a Applicant's employees, members, volunteers, contractors supply the Village of Franklin and DTE Energy with a ceradmitted to do business in Michigan, naming the Village owner of 32654 Franklin and Franklin-Bingham Fire Department of the Village.	the fullest extent permit l and appointed officials, nd costs that arise from a rs, agents, invitees, licens ificate of insurance evide its elected and appointe	boards, councils, commiss any injury or property dam sees, guests, attendees or p encing commercial general ed officials, boards, council	sions, employees, and volunte age relating to use of Village participants. It is further agre liability insurance, with an in s, commissions, employees, v	eers from any liabilities, property by the Applicant or eed that the Applicant shall isurance carrier licensed and volunteers and the property
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Village of Franklin 32325 Franklin Road Franklin, MI 48025

248-626-9666 Office

# **CIVIC EVENTS PERMIT**

NAME OF EVENT:			
ORGANIZATION: APPLICANT:			
CONTACT NAME:	PHONE #:	Email:	
DATE(S) OF EVENT			
TIME OF EVENT			
DETAILED DESCRIPTION OF EV	ENT & LOCATION (Please fill	below. Attach separate sheet if r	needed):
WHERE WILL PARTICIPANTS PA	ARK?		
Are You Requiring Any Street	Closure?		
Please Attach a Map Showing			
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Sign application attached?		(Banner Policy	
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Does Your Organization Have	any Affiliation with the Villag	e of Franklin?	
If yes, what is the affiliation? _			
		oursement of Village incurred cost	ts associated with Civic Event
Permit (e.g. Police overtime, c	leanup, damage to public pro	pertyetc.)	
the Franklin- Bingham Fire Department ar damages, losses, suits, claims, expenses, a Applicant's employees, members, volunte supply the Village of Franklin and DTE Ene admitted to do business in Michigan, nam	cant agrees, to the fullest extent permit- and their elected and appointed officials, attorney fees and costs that arise from a eers, contractors, agents, invitees, licens ergy with a certificate of insurance evide hing the Village, its elected and appointe	ted by law. To release, indemnify, defend and boards, councils, commissions, employees, as any injury or property damage relating to use sees, guests, attendees or participants. It is functing commercial general liability insurance, and officials, boards, councils, commissions, emayed, as additional insured in a form and with	nd volunteers from any liabilities, of Village property by the Applicant or
Authorized Signature		Date	-



## VILLAGE OF FRANKLIN

# **Road Banner Policy**

Installation of any ropes, wires, signs or banners over or across a public road or other public place in the Village of Franklin shall require permission from the Village Council and shall comply with the following:

#### **TYPE**

Road banners may be permitted only for non-commercial, non-political, non-profit, community or civic events that will be open to the general public. Banners relating to private events or private business, or containing commercial advertising or political or religious messages are not permissible.

#### **APPLICATION**

Persons or groups requesting the installation of banners must complete a Civic Events Permit. The completed Civic Events Permit must be filed with the Village Clerk. With submission of the Permit, the applicant must provide a commercial general liability insurance certificate to the Village Clerk evincing the coverages required by this policy.

#### **DISTRIBUTION**

When a completed application is filed with the Village Clerk, the Clerk shall refer it to the Building Official, the Police Department and the Fire Department for review before presenting it to the Village Council for approval.

#### CALENDAR

The Village Clerk shall keep a calendar of requested and scheduled installations and removals and their locations.

#### **RECOMMENDATION**

After receiving the application and reviewing the specifications, location and request dates, the Building Official shall recommend whether to approve, approve with conditions, or deny the applicant's request, subject to final decision by the Village Council.

#### INSTALLATION/REMOVAL

After approval of the application, the banner shall be provided to the Fire Department who will install and remove the banner at the approved location(s) during weekday regular business hours. Applicants must provide a sufficient number of two-inch steel screw type of carabiners and nylon rope for the installation of the banner.

#### **INSURANCE**

The applicant shall provide and carry commercial general liability insurance, including premises and completed operations, through companies licensed and admitted to do business in Michigan. This insurance shall provide protection from all claims of damage or injury, including death, to persons and

property which may arise out of, result from or be caused by applicant's banner installation, with occurrence and aggregate limits of not less than \$1,000,000.

The Village of Franklin and the Franklin-Bingham Fire Department, the owner of 32654 Franklin Road, and their officials, officers, employees, agents and volunteers shall be named as additional insureds and this coverage shall be endorsed on the certificate and policy. The following statement must be inserted into the description portion of the insurance certificate.

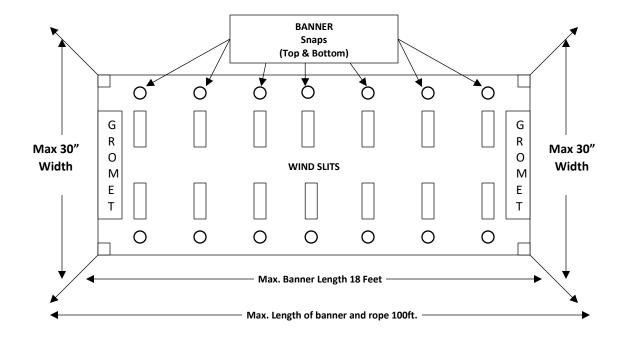
The Village of Franklin and the Franklin-Bingham Fire Department, Golfdale LLC (3878 Long Meadow Lake, Lake Orion MI 48359) and their officials, officers, employees, agents, and volunteers are additional insureds. This coverage is primary to the Village and the Fire Department and not contributing or pro rata with any other insurance or similar protections which is or may be available to or carried by the Village or Fire Department.

The certificate shall state (30) thirty-days advance written notice shall be provided to the Village Clerk in the event of cancellation, renewal, or material change in the coverage.

The insurance shall be in effect during the installation of the banner, while the banner is hanging and during the removal of the banner and shall include the poles to which the banner is attached.

### **HOLD HARMLESS**

To the fullest extent permitted by law, the applicant agrees to hold harmless, indemnify and defend the Village and the Fire Department, and their officials, officers, employees, agents and volunteers against all lawsuits, demands, claims, judgments, cost of repair or replacement of any damaged poles or electrical equipment, costs, losses, attorney fees and expenses resulting therefrom.

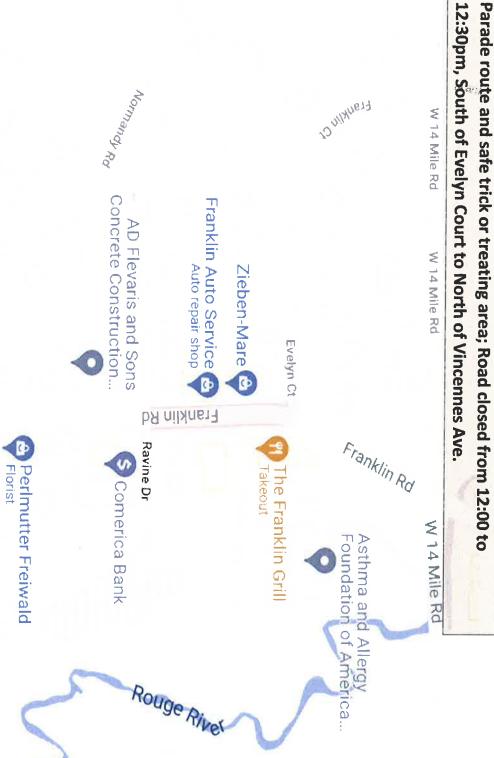


### **MINIMUM SPECIFICATIONS FOR BANNER INSTALLATION:**

- 1. Combined length of banner and rope shall be a maximum of 100 ft.
- 2. The four (4) corners shall be reinforced and have grommets on each corner.
- 3. The banner shall have four (4) ropes of equal length.
- 4. The banner shall have snaps a minimum of two (2) ft. apart.
- 5. The banner shall have a minimum of ten (10) wind "u" slits in two (2) rows, with a minimum of five (5) slits in each row, for a eighteen (18') ft. banner.
- 6. Banners are to be a width which will meet minimum clearance for public highways. It is suggested that banners be no wider than thirty (30") inches to meet the roadway clearance of eighteen (18') ft.
- 7. Banner must be made with a durable, weather-resistant, non-paper fabric. Contact the Building Official before ordering banners to ascertain whether material is suitable.

# Franklinstein Frenzy 2021: Request for Road Closure

## **Proposed Parade Route**





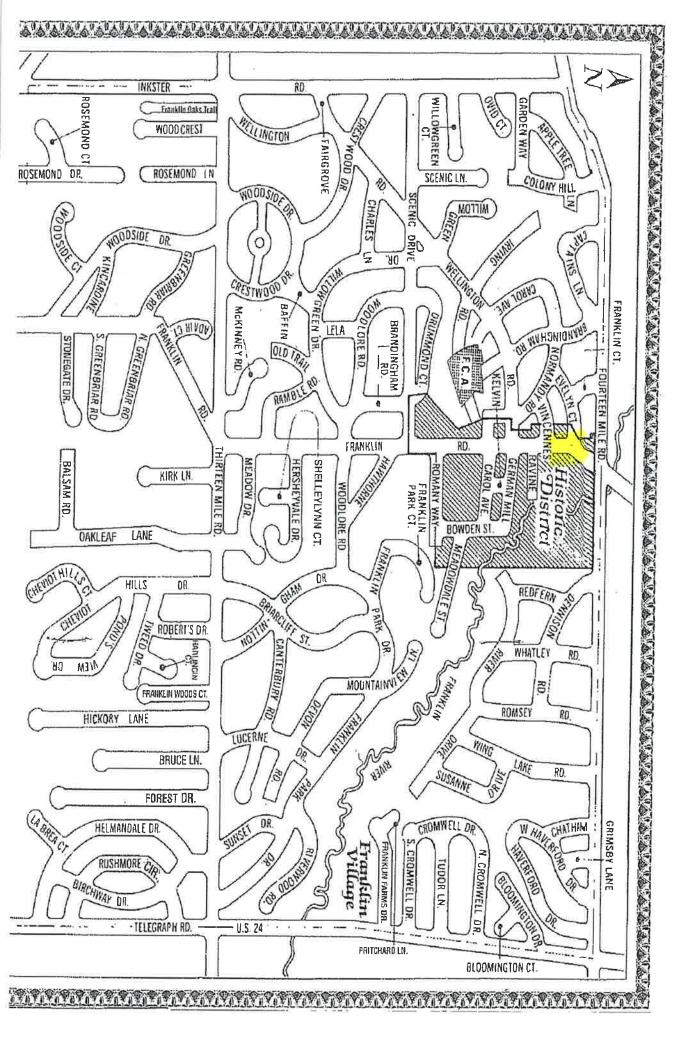


Wellington Rd

German Mill Rd

Kelvin

Franklinstein Frenzy 2021





### **Civic Event Permit Approval/Comments**

Name of Event: 2021 Franklinstein Frenzy	Date of Event: 10-23-2021
Department	Approval/Comments
POLICE	PD approves and will assist with road closure only from Evelyn Ct. to Vincennes, for 30 minutes, starting at noon. Chief Dan Roberts, 9/28/2021.
FIRE	The fire department approves and will support as needed.
	/sig/ Tony Averbuch
BUILDING	
FRANKLIN COMMUNITY CHURCH	
VILLAGE ADMINISTRATOR	



Part 1 - Applicant Organization Information

Applicant address: 32325 Franklin Road

Contact name: Meg Schubert

City: Franklin

Alternate

Applicant organization name: The Main Street Franklin Fund

### Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC)

Constitution Hall - 525 W. Allegan, Lansing, MI 48933 Mailing Address: P.O. Box 30005, Lansing, MI 48909 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

	(For MLCC Use Only)
Request ID:	
Business ID:	

### **Special License Application**

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Phone: 989-439-5521

Zip Code: 48025

Email: ed@franklin.mi.us

contact name:	Lisa Dunn	Phone: 313-580	-0902	Email:	lpowley3	45@comca	st.net		
If No, the app	licant organization previously dicant organization must subm , IRS tax exemption, Articles of In	it documentary pr		(F) Yes	•		Leave Blank - MLC	C Use Only	,
2. Has the appli	icant organization been establ	ished for one (1) y	ear or longer	? ( Ye	s (No				
Date the applic	ant organization was established	(month/day/year):	09	/28/2012					
3. Is the applica	ant organization a municipalit	y?		← Ye	s <b>@</b> No	1			
Part 2 - Event Ir	nformation - For requests at	more than one l	ocation, sub	mit sepa	rate forn	コ ns for each	location.		
Address of even	t location: 32731 Franklin Ro	ad, Franklin, MI 48	3025						
City, township, or	village where event will be held:	Village of Frankli	n		County:	Oakland			-
it is strongly recon	mit your completed applica nmended that you submit the ap	oplication as soon o	as you know th	ne date of	your even	t(s).		<b>○</b> Yes	∩ No
<ol><li>Do you have the date(s) listed</li></ol>	permission from the propert below (see pages 2-3) at this	y owner of the lo location?	cation listed	above to	hold you	ur event(s) o	on	(•) Yes	C. No
<ol><li>Has the local application for a</li></ol>	l law enforcement agency wi Special License? (See Part 5 o	th primary jurisdi on Page 5)	ction over th	e event	location a	approved th	nis	Yes	C No.
	ocation within 500 feet of a ch rch or school must consent to		e Part 6 on Pa	nge 5)				() Yes	No
5. Is the event lo	cation outdoors or partially o	utdoors?						Yes	C No
If Yes, list the ex Submit a clear with your appl	xact dimensions of the outdo r diagram of the outdoor sei lication form.	or area: vice area	40 Width	feet X	40 Length	feet =	1,600	square	e feet
Describe type a	and height of the barrier that	will be used to en	close the out	door are	_				
Barrier blocked	by porch railing and tent, di	recting and limitin	ng the directi	on of foo	t traffic.				
<ul> <li>Describe type nd visibly intoxic</li> </ul>	of security that will be used factoring the control of the control	for event(s) and h	ow it will be	utilized t	o secure a	and monito	r to prevent s	ales to n	ninors
Volunteers traine carded twice; One street closures	d in wine & spirit sales will be ce when purchasing the ticke	pouring dirnks. At and again when	All drinks will using the tic	be purch ket to ob	ased via t otain a dri	the use of ti nk. Police w	ckets. Guests vill be monito	will be ring evei	nt at

7.	Is the eve	nt location	on situated in or on state owned land, such as a state park or National Guard armory?		(€. No
	If Yes, attac	h a copy o	f your documentary proof of approval to use the state owned land.		
8.	Is there ar	existing	liquor licensee issued at the event location, such as a Class C or Club license?	← Yes	€ No
			censee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)		
9.	Will the e	vent(s) in	volve an auction of donated wine?	C. Yes	(€: No
	cannot be au	ictioned. If	ne Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special Licer you request a Special License for on-premises consumption <u>AND</u> for a Wine Auction both on the same date at the sar ate licenses and you must pay a license fee for both licenses.	nse; beer an ne location,	d spirits you are
10 Ag	. Have yo jency (MRA	ou applie A) for the	d for or been issued a Temporary Marihuana Event License from the Marijuana Regulatory event(s)?	C Yes	No     No
11	. Is the ev	ent locati	ion in a Social District?	← Yes	€ No
l t	f Yes, you mu the Social Dis	ıst obtain w trict during	vritten confirmation from the local governmental unit that the Social District Permit holders will not sell or serve alcohol the time period of the event(s) pursuant to MCL 436.1551(3). Submit the written confirmation with this application.	for consum	ption in
cor rec	mplete the questing S -premises	informat pecial Lic consump	anization may request up to twelve (12) Special Licenses total (one Special License per day) in a caltion below for each individual date for which you are requesting a Special License at this locates for consecutive days, completely fill out a separate box for each date. If you request a Special License at this location and for a Wine Auction both on the same date at the same location, you are requesting pay a license fee for both licenses.	ation. <u>If</u>	you are ense for
	10/2	23/21	Describe event being held: Franklinstein Frenzy- Downtown Business District Community Event		
1	Di	ate			
'	11:00 AM	5:00 PM	Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service	Wine Au	ction
	Start Time	End Time	Is this date a Sunday? Yes No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? (	Yes (	No No
_			Describe event being held:		
_	Da	ite			
2			Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service	Wine Aud	ction
	Start Time	End Time	Is this date a Sunday? C Yes C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? (	Yes (	` No
	ľ		Describe event being held:		
_	Da	te			
3			Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service	Wine Aud	tion
	Start Time	End Time		Yes C	
			Describe event being held:		
	Da	te			
4			Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service	Wine Auc	tion
	Start Time	End Time		Yes (	
			Describe event being held:		=
	Dat	te			
5			Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service	Wine Auc	tion
	Start Time	End Time		Yes C	
1			Describe event being held:		
	Dat	e			
			Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service	Wine Auc	tion
	Start Time			Vos C	

### 12. Special license date information Continued from Page 2. Describe event being held: Date 7 Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service ☐ Wine Auction Start Time End Time Is this date a Sunday? Yes C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? C Yes C No Describe event being held: Date 8 Special License will be used for: ☐ Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction Start Time End Time Is this date a Sunday? C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? C Yes C No Describe event being held: Date 9 Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction Start Time End Time Is this date a Sunday? Yes ( No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? C Yes C No Describe event being held: Date 10 Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service Wine Auction Start Time End Time is this date a Sunday? ○ No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? C Yes C No Describe event being held: Date 11 Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service ☐ Wine Auction Start Time End Time Is this date a Sunday? C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? Describe event being held: Date 12 Special License will be used for: Beer & Wine Service Beer, Wine, & Spirit Service ☐ Wine Auction Start Time End Time Is this date a Sunday? ( Yes C No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at

least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4

For Organizations established less than one year or are municipalities - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

For Organizations established one year or more - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

The fees must be pald by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to State of Michigan.

### Part 3 Continued - Special License Fees Calculation

Special License Base Fee:  (per Special License requested)	If you request a Special License for on-premises	Leave Blank - MLCC Use Only
x Number of Special Licenses:	consumption AND for a Wine Auction both on the same date at the	
= Special License Fees: MLCC Fee Code: 4008	same location, you are requesting two (2)	
+ Sunday Sales Permit (P.M.) Fees: MLCC Fee Code: 4032	separate licenses and you must pay a license fee for both licenses.	
+ Sunday Sales Permit (A.M.) Fee:  MLCC Fee Code: 4033		
= TOTAL FEES DUE:	Make checks payable to: State of Michigan	

### Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

### By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of our knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. We also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Meg Schubert 989-439-5521	Mound	9124121
Print Name and <u>Phone Number</u> of President	Signature of PresideMEATHER C. MYDLOSKI NOTARY PUBLIC, STATE OF MI	Date
Hewher C.Mydlosky Print Name of Notary	COUNTY OF OAKLAND MY COMMISSION EXPIRES Mar 16, 2028 ACTING IN COUNTY OF O Q I CLUNCK  Signature of Notary	9/21/2/ Date
Notary Public, State of Michigan, County of	Acting in the County of	Date
My commission expires 03-16-2028		
Lisa Dunn 248-855-4567  Print Name and Phone Number of Secretary	Signature of Secretary	9-24-21 Date
Hewher C Mydluska Print Name of Notary	HEATHER C. MYDLOSKI NOTARY PUBLIC, STATE OF MI	
Notary Public, State of Michigan, County of	Acting in the County of	Date
My commission expires 03-16-2028		

Part 5 - Local Law Enforcement Approval* The local law enforcement agency with primary	jurisdiction over th	e event locatio	on must complete this section.		
Name of law enforcement agency: Franklin Po					
Name & title of reviewing officer: Daniel D. Ro	berts, Chief of Polic	e			
Phone number of officer: 248-626-9672 Email of officer: droberts@franklin.mi.us					
If event will be held on a Sunday, is the sale of alcohol fro	om 7:00am to 12:00 No	on on Sunday allo	owed in this local governmental unit?		
If the event will be held on a Sunday, is the sale of alcoho	ol after 12:00 Noon on S	unday allowed in	n this local governmental unit? NA C Yes C Ne		
I certify that I have reviewed the application of organization for a Special License and approve th Special License by the Michigan Liquor Control (the proposed event location.	e issuance of a	Signa	Wellet - Chief 9/29/202 ature of Reviewing Officer Date		
church or school within 500 feet of the event locatio	hurch or school, the a n may object based on the Commission shall	n such the sale	ization must obtain the consent of the church or school. of alcohol at the location adversely affecting the church to determine whether the granting of the application w		
Name of church or school:					
Address of church or school:	6				
City:		Zip Code:			
Phone number:	Email:				
Name of clergy member or superintendent:					
I, the authorized representative of the above nan school, state that the church or school has no ob issuance of a Special License to the applicant orga proposed event location.	jection to the nization at its	Signature of C	lergy Member or Superintendent Date		
*Please note: the Commission has th			or deny this request for a Special License.		
for the date(s) and time(s) of the Special Licens icense would prefer to temporarily drop space fr	on-premises licenses issued for use at omits licensed prering the event date(	se, the licensed t the event loo nises, it must s s) and time(s),	e must request that its license be placed into escre cation requested on this application. If the existi submit a letter to the Commission requesting to dre accompanied by a diagram showing the area whe the applicant organization.		
Name of licensee:		ı	Business ID Number:		
Type of license held at this location (e.g. Class C, C	Ilub, Tavern, etc.):				
Phone number:	Email:				
Name of authorized signer for licensee:					

I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for

the Special Licenses issued for use at this location.

Signature of Authorized Signer for Licensee

Date



### Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC)

Constitution Hall - 525 W. Allegan, Lansing, MI 48933 Mailing Address: P.O. Box 30005, Lansing, MI 48909 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

	(For MLCC Use Only)
Request ID:	
Business ID:	

### Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a Regular 🔀 Special meeting of the	☐ Membership ☐	Board of Directors
called to order by Meg Schubert	on 9/23/21 (Date)	at 9:30 am
the following resolution was offered:	(Date)	(Time)
Moved by Lisa Dunn	and supported by Karen Coff-	Cohen
that the application from Main Street Franklin	(Name of Organization)	
for a Special License to serve alcohol on October 23, 2021		
	(Event Date or Date	es)
to be located at 32731 Franklin Road, Franklin, Michigan 48025	Location Name, Street Address, City	
It is the consensus of this hade, that the annuli action to	nmended (Recommended or Not Recomm	for issuance.
Approval	Vote Tally	
Yeas:	4	
Nays:	0	
Absent:	0	
Certification by Auth	orized Officer of Organization:	
I hereby certify that the foregoing is true and is a complete copy	of the resolution offered and add	opted by the
☐ Membership ☑ Board of Directors at a ☐ Reg	gular 💢 Special meeting h	(Date)
Meg Schubert- Executive Director  Print Name & Title of Authorized Officer	めしし gnature of Authorized Officer	9/23/21 Date



### Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Constitution Hall - 525 W. Allegan, Lansing, MI 48933 Mailing Address: P.O. Box 30005, Lansing, MI 48909

Toll-Free: 866-813-0011 - www.michigan.gov/lcc

	(For MLCC Use Only)
Request ID:	
Business ID:	

### Wine Auction Special License Wine Donation Record

List the name and address of each person that has donated wine to the applicant organization for the wine auction and list the brand(s) and quantity donated. The applicant organization shall not accept donations of wine from a business licensed by the Michigan Liquor Control Commission. An authorized officer of the applicant organization must sign this donation record form.

Applicant organization:		Wine auction da	te:
Donor Name Donor Address		Wine Brand(s) Donated	Quantity Donated
			1
		· · · · · · · · · · · · · · · · · · ·	

### Signature of Authorized Officer

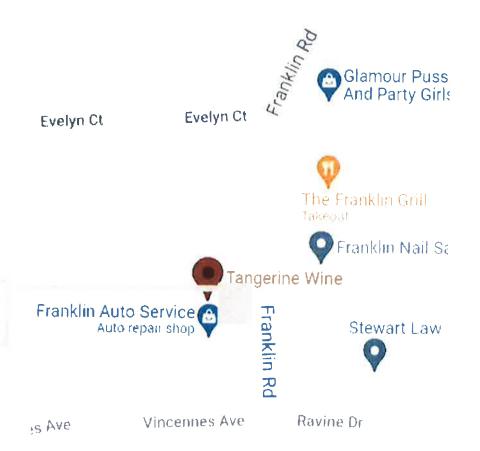
I hereby certify that all persons listed above have donated wine to the applicant organization listed above for this wine auction, to be conducted pursuant to the Michigan Liquor Control Code, MCL 436.1527. The persons listed above have donated wine to the applicant organization as individuals and not for or on behalf of any retail or nonretail business licensed by the Michigan Liquor Control Commission.

Print Name of Authorized Officer	Signature of Authorized Officer	Date
----------------------------------	---------------------------------	------

### FRANKLINSTEIN FRENZY 2021 SPECIAL LICENSE APPLICATION MAP MAIN STREET FRANKLIN 32731 FRANKLIN ROAD, FRANKLIN, MI 48025











Drink Area

40 ft by 40 ft

