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VILLAGE OF FRANKLIN

COUNCIL GOALS & OBJECTIVES WORKSHOP MONDAY, December 11, 2023, 6:00 P.M.

Franklin Village Hall, Broughton House
32325 Franklin Road, Franklin, Michigan 48025

VILLAGE OF FRANKLIN

REGULAR COUNCIL MEETING MONDAY, December 11, 2023, 7:00 P.M.

Franklin Village Hall, Broughton House
32325 Franklin Road, Franklin, Michigan 48025

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF AGENDA

IV. MINUTES:

A. Regular Meeting of November 13, 2023

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. Planning Commission Report

E. Main Street Franklin Report

F. Committee on Pathways Report

IX. PUBLIC HEARING

A. Demolition of Non-Historic Property at 25240 Franklin Park Drive.

X. OLD BUSINESS

A. Consider the Demolition of Non-Historic Property at 25240 Franklin Park Drive.

B. Consider Second and Final Reading for the Public Institutional Zoning for the Following Properties.

1. Franklin Community Church

2. FCA Properties

3. Huda School

4. Franklin Cemetery

5. Franklin Sledding Hill

C. Consider Extenet Systems Application.

D. Consider Second and Final Reading of the Amendment to the Stormwater Management Ordinance.

XI. NEW BUSINESS

A. Consider New Ford Explorer Police Package.

B. Consider Oakland County IT Service Agreement.

C. Consider Proposed VOF Annual Meeting Calendars.

D. Consider New Applicant for the Historic District Commission.

E. Consider the Art Menorah 2023 Civic Event Permit for December 14th.

F. Consider the Bicentennial Dinner & Barn Dance Civic Event Permit for April 6th.

G. Consider NEXT Contribution.

XII. ADJOURNMENT

Posted: December 7, 2023

Dana Hughes | 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
REGULAR COUNCIL MEETING
MONDAY, November 15, 2023, at 7:00 PM
Franklin Village Hall, Broughton House
32325 Franklin Road, Franklin, Michigan 48025**

I. CALL TO ORDER

The meeting was called to order by President Bill Lamott, at 7:02 P.M.

II. ROLL CALL

Present: Kathy Erlich, David Goldberg, Mark Hanke, Pam Hansen, David Sahli, Mike Seltzer, and Bill Lamott

Absent: None

Present: Tony Averbuch, Fire Chief; Roger Fraser, Village Administrator; Susan Goldstrom, Assistant Administrator; and Peter Gojcaj, Village Attorney

III. ADOPTION OF AGENDA

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

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

IV. MINUTES

A. Regular Meeting of October 9, 2023

Motion by Seltzer seconded by Erlich to adopt the Minutes for the Regular Meeting of October 9, 2023, as presented.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

V. PUBLIC REQUESTS AND COMMENTS

Public Comments were opened by President Bill Lamott at 7:05 PM.

Rich Pirrotta, Woodside Drive

- He thanked the Council for following the process and recommending the Planning Commission review the application for Extenet Systems Application. He then suggested to expedite the meeting that the Council take up a motion to have a public hearing per the Planning Commission's recommendation.

Discussion followed moving items on the agenda to accommodate residents,

Motion by Hansen, seconded by Seltzer, to change the move “New Business item 11F to New Business item 11A”.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

Angelina Sulaka, 26172 Meadow Drive

- She would like the Council to direct the Village Administrator to provide code books for the Zoning Board of Appeals. She stated at the last meeting only one member has a copy of the code book in front of them. She would like the Council to make a motion to permit the funding for the code books.

Discussion followed.

Denise Cole, 24596 Riverwood

- She stated that she and her neighbors would like to thank the Council and everyone that communicated with them over their concerns regarding a neighbor dispute. She stated that they appreciate all the effort to try and resolve this issue. We are going to wait and see how things develop.

Public Comments were closed by President Bill Lamott at 7:15 PM.

VI. REPORTS OF VILLAGE OFFICERS AND AGENTS

REPORTS OF VILLAGE OFFICERS AND AGENTS

A. Police Report

No report.

B. Fire Report

Tony Averbuch

- Tony Averbuch, Fire Chief reviewed with Village Council his submitted report.
- He stated medical runs remain high.
- He personally asked that families have preparations in place for their loved ones. Because firefighters, police officers, and EMS providers should be the last people to be giving advice on funeral arrangements.

Lance Vainik, Village Treasurer

- Lance Vainik, Village Treasurer reviewed with the Village Council his treasurer's report.

- There was a large entry of \$14,802.42 for the Carol Street drain sewer investigation.

VII. SUBMISSION OF CURRENT BILLS

Totals: 11-14-2023	
CATEGORY	SUB TOTALS
General	\$ 73,590.02
Major Streets	\$ 16,892.67
Local Streets	\$ 14,612.43
Police	\$ 105,887.01
Garbage and Rubbish	\$ 15,006.49
Building Dept.	\$ 9,714.60
Library	\$ -
Street Project	\$ -
Road Millage	\$ 471,675.00
Sewer Fund	\$ -
Tax Collection	\$ -
Wastewater	\$ 25,918.25
TOTALS	\$ 733,296.47

Discussion:

- Clarification was asked on the Sunset maintenance entering and the entering for \$1,400.00 for two trees.

Discussion followed.

It was moved by Seltzer, seconded by Erlich to approve the submitted bills.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

VIII. SPECIAL REPORTS

A. President's Report

No report.

B. Council Report

- Seltzer announced that Madeline's is now opening at seven o'clock. She will also have sandwiches available.
- Sahli thanked the Veterans for their service.

C. Administrator Report

No report.

D. Planning Commission Report

- Wooters stated the Commission sent the Council its recommendation on the Extenet Systems Application with provisions. He also explained that the Commission has developed a survey for the Pickering Barn and would like the Council to approve it.

Discussion followed on Pickering Barn, including the survey, possible locations within the Village, and what information the Planning Commission should be reporting back to the Council.

- Wooters asked the Council to include the Planning Commission on its new subcommittee on pedestrian sidewalks. He also spoke on the concerns raised at the last ZBA meeting regarding synthetic turfs and PFAs.

Discussion followed.

Action Item: Planning Commission will provide its finding to the Council next month.

E. Main Street Franklin Report

- Goldstrom reported that the Sip, Shop and Stroll date had been changed due to scheduling conflicts.

F. Committee on Pathways Report

- Hanke stated that he and Sahli are developing a five-year plan. He stated that the subcommittee will meet once a month two weeks after Council meetings.

Discussion followed.

IX. PUBLIC HEARING

Public Hearing was opened by President Bill Lamott at 7:54 P.M.

A. Ordinance to Amend the Zoning Map to Include Certain Properties in the Public Institutional Zoning District.

Public Comments:

Al Beke, 32900 Colony Hill

- He stated the Franklin Community Association's Board of Review has not been able to agree to this new zoning district. They are requesting more time to review.

Rich Pirrotta, Woodside

- He stated that FCA has carefully reviewed the new zoning district and does not want to be included in it. FCA is going to take an initiative and work with the Village's Zoning Commission to determine how to migrate from the current residential zoning to something else.

Tony Bull, Franklin Community Church

- He stated that at this time the Church does not support being included in the Public Institutional Zone. They feel as if the Church is being asked to give up some control over how they authorize the use of their property. They would like more time to review this.

Public Hearing was closed by President Bill Lamott at 7:59 P.M.

X. OLD BUSINESS

A. Consider the Second and Final Reading for the Public Institutional Zoning District.

Discussion followed on delaying a vote on the Public Institutional Zoning District,

It was moved by Seltzer, seconded by Hanke to reschedule the vote on the Public Institutional Zoning District until next month.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

B. Consider Tax Parcel Split Application for 020 & 022.

Goldberg discussed communication with Oakland County regarding the parcel split. The County wants us to apply for a land division. This will create two new PIN numbers that will represent the properties the Village and the FCA own. What is needed now is a resolution for the Village to authorize the Village President to sign the two affidavits approved at the last meeting and submit the application.

Discussion followed.

RESOLUTION TO ADDRESS PROPERTY CONCERNS INVOLVING VILLAGE OF FRANKLIN PROPERTIES RELATING TO THE LIBRARY, VILLAGE HALL AND FRANKLIN COMMUNITY ASSOCIATION PROPERTIES

WHEREAS, the Village Council of the Village of Franklin directed its attorney to research, search and review title records for various Village of Franklin properties, including but not limited to, the properties commonly referred to as the Library Property (Parcel ID No. 24-06-253-024), and the Village Hall Property (Parcel ID No. 24-06-253-022);

WHEREAS, the Village Council of the Village of Franklin directed its attorney to research, search and review title records for Franklin Community Association properties, including but not

limited to, the properties commonly referred to as the Ball Field and Hill Property (Parcel ID No. 24-06-253-020);

WHEREAS, Vanguard Title Company and its attorney conducted a title search of the properties;

WHEREAS, Vanguard Title Company, the Village of Franklin (and its attorney), and Trustee David Goldberg noticed the following:

Concerning the Library Property (Parcel ID No. 24-06-253-024), lot 195 was not included in the deed that was executed and recorded on July 30, 1971 conveying the rest of the parcels to the Village of Franklin (lots: 157 – 168 and 184 - 194 were included in this deed, but 195 seems to have been inadvertently omitted);

Vanguard Title Company's attorney suggested remedy to the issue of lot 195 being not included in the July 30, 1971, deed conveying this lot to the Village of Franklin, was to prepare an affidavit, which affidavit was executed by the Village of Franklin President, William Lamott, and shall be recorded against lot 195 with the Oakland County Register of Deeds;

Similar to lot 195 not being conveyed, the Village Hall Property (Parcel ID No. 24-06-253-022) lots 171 through 178 were inadvertently not included in the deed conveying these lots to the Village of Franklin;

Vanguard Title Company's attorney's suggested remedy to the issue of lots 171 through 178 being not included in the deed conveying these lots to the Village of Franklin, was to prepare an affidavit, which affidavit was executed by the Village of Franklin President, William Lamott, and shall be recorded against lots 171 through 178 with the Oakland County Register of Deeds;

WHEREAS, lot 78 (which is owned by Franklin Community Association) was erroneously associated with the Village Hall Property (Parcel ID No. 24-06-253-022) in Oakland County Records for tax purposes instead of lot 78 being associated with Franklin Community Association Property (Parcel ID No. 24-06-253-020);

WHEREAS, the Village of Franklin, in assistance and direction from Oakland County Equalization Division (Supervisor), will create two new tax parcels, with the effect of properly placing lot 78 with the other parcels owned by Franklin Community Association (associated with Parcel ID No. 24-06-253-020) and removing it from the Village Hall Property (Parcel ID No. 24-06-253-022), which will result in the issuance of a new tax parcel identification number for each new tax parcel;

WHEREAS, the Village Council of the Village of Franklin has been updated and approves of creating two new tax parcels to correct properly placing lot 78 with the Franklin Community Association Property and approves of the above noted actions;

THEREFORE, the Village Council of the Franklin Village approves, ratifies and resolves:

1. To direct its attorneys, with the assistance of Trustee David Goldberg, to properly memorialize, document, file and record with the Oakland County Equalization Division and Register of Deeds the above, and
2. The Clerk, President and the Administrator of the Village of Franklin are hereby directed to execute any and all documents required pursuant to this Resolution and as may be required by the Oakland County Equalization Division and Register of Deeds.

It was moved by Seltzer, seconded by Goldberg to approve the tax parcel split application.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

XI. NEW BUSINESS

A. Consider Extenet Systems Application.

Public Comments:

Rich Pirrotta, Woodside

- He would like the Council to hold another Public Hearing, based on the recommendation of the Planning Commission. He feels that there are a number of residents on both sides of this issue. This would suggest that a public hearing would be necessary and a good outcome for this process to allow transparency and inclusion of the community.

Discussion followed.

Caroline Schonek, Woodside

- She spoke on behalf of most of the neighborhood of Woodside and stated that they don't need a cell tower there.

Jacqueline Plummer, 30888 Rosemont Lane

- She was concerned that the new tower would be 100 feet from her child's bedroom window. She would like a chance to figure out what her rights are. So, she is in favor of another public hearing.

Cat Phillips, 31265 Woodside Drive

- She stated that most residents don't have T-Mobile, but she does and has no problem with service. She believes this cell tower will cause more problems than it will solve. She would like the Village to find an amenable solution for the residents. She believes a public hearing would allow the voice of the residents to be heard.

Tony Schonek, 31055 Woodside

- He is concerned that the new location for this tower is 135 feet from his bedroom. Everything he has heard says 400 feet is a safe distance. He stated that they never came asking for

improved service. He is happy with his current service. He would be agreeable if they found another location like the cemetery.

Paula Sloi, Woodside

- She asked if the residents that live on that street have some say in this cell tower.

Discussion followed on the 90-day window for approving the application and when does the 90-days start. Does it start when the original application was submitted or when the revised application was submitted?

It was moved by Seltzer, seconded by Goldberg to approve the Special Use Application of Extenet Systems.

Motion died.

Action Item: Council decided to hold a Town Hall meeting next month on the Extenet Systems Application.

B. Consider the Appointment of Deputy Police Chief.

It was moved by Seltzer, seconded by Sahli to approve Curt Lawson as the new Deputy Police Chief.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

C. Consider First Reading of the Amendment to the Stormwater Management Ordinance.

Public Comments:

TJ Sunset

- He was concerned about the Village's stormwater drainage. He believes that the Village needs to develop a plan for this problem. He was informed that the Village's engineers presented the Village with a plan to address this issue.

Discussion followed.

**RESOLUTION TO AMEND CHAPTER 1229 OF THE VILLAGE CODE OF
ORDINANCES: STORMWATER MANAGEMENT**

WHEREAS, both the State of Michigan and the Federal Government provide laws and regulations requiring local units of government to protect and enhance the water quality of local watercourses, water bodies, and groundwater, and

WHEREAS, the Village of Franklin has adopted Chapter 1229, Stormwater Management, of the Village Code or Ordinances in compliance with these laws and regulations, and

WHEREAS, periodic amendments to these laws and regulations drive the need for the Village to amend our Chapter 1229 so as to remain compliant with these regulations, and

WHEREAS, amendments are proposed for Section 1229.03 Applicability and Section 1229.11 Waivers; and

WHEREAS, CHAPTER 1229 in its entirety is attached to this resolution, and,

WHEREAS, proposed amendments to Section 1229.03 and 1229.11 are printed in red in the attachment and read as follows:

1229.03 – (a) *The Oakland County Water Resources Commissioners Stormwater Engineering Design Standards as amended from time to time, are hereby adopted by the Village of Franklin in this article for the control and treatment of stormwater runoff.*

1229.11 - *The Village Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards.*

THEREFORE, the Village Council of the Franklin Village resolves:

1. To approve the proposed amendments to Sections 1229.03 and 1229.11 of the Village Code of Ordinances as presented and attached hereto, and
2. The Clerk and the Administrator of the Village of Franklin are hereby directed to provide a certified copy of this resolution with the attached, amended ordinance to the State of Michigan Department of Environment, Great Lakes, and Energy.

It was moved by Hansen, seconded by Hanke to approve the First Reading of the Amendment to the Stormwater Management Ordinance with the changing the wording to say “The Village Council shall have the authority . . .” from the “The Village Engineer shall have the authority . . .”.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

D. Consider the Family Court Awareness Proclamation.

RESOLUTION

Family Court Awareness Month

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interests of children, and

WHEREAS, the mission of the FCAMC is fueled by the desire to create awareness and change within the family court system where, it is conservatively estimated, 58,000 children a year are ordered into unsupervised contact with abusive parents, while also honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of empirically based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post separation abuse for judges and all professionals working on cases within the family court system, and

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value, and

WHEREAS, the mission of the FCAMC is to educate judges and other family court professionals on evidence-based, peer reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator Daniel Saunders, University of Michigan, sponsored by National Institute of Justice); and Child Custody Outcomes involving Parental Alienation and Abuse Allegations (principal investigator Joan S. Meier, GW Law School, sponsored by the National Institute of Justice).

NOW THEREFORE, I, William Lamott, Franklin Village Council President, hereby declare the month of November 2023, to be FAMILY COURT AWARENESS MONTH in the Village of Franklin and I encourage all Village residents to support local efforts to prevent harm to children in the hands of family members and to honor and value the lives of children.

It was moved by Seltzer, seconded by Erlich to approve the Proclamation for the Family Court Awareness.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, Seltzer and Lamott

NAYS: None

Motion carried.

E. Consider Changeable Sign in Front of Broughton House for Village Communications.

Action Item: This item has been moved until next month.

F. Discuss Pledge of Allegiance Before Council Meetings.

- Seltzer stated he recently attended the Beverly Hills Council meeting, and the Pledge of Allegiance was recited. He believes that the Village of Franklin should consider.

Discussion followed.

It was moved by Seltzer, seconded by Goldberg to adopt the reading of the Pledge of Allegiance before Council Meetings.

Roll Call Vote

Erlich	Nay
Goldberg	Aye
Hanke	Nay
Hansen	Aye
Lamott	Nay
Sahli	Nay
Seltzer	Aye

Motion failed.

Public Comments:

Barry Shatzman, 31800 Nottingham

- He lives across the street from Mitch Albom. He stated that Mr. Albom has purchased homes on either side of his house with the intention of bringing Haitian refugees here. He wants to know what the Council's stance is on it; and can the Village have a public meeting on it? His concern is that they look different.

Lamott provided the resident with an update. He explained that he and the Village Administrator have been working on this issue.

Discussion followed.

X. ADJOURNMENT

Motion by Lamott, seconded by all to adjourn the meeting.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, and Lamott

NAYS: None

ABSENT: Seltzer

Motion carried.

There being no further business, the meeting was adjourned at 9:31 P.M.

William Lamott, President

Dana Hughes, Village Clerk

VILLAGE OF FRANKLIN
OAKLAND COUNTY
MICHIGAN
FRANKLIN - BINGHAM FARMS POLICE DEPARTMENT

32311 FRANKLIN RD
FRANKLIN, MICHIGAN

DANIEL D. ROBERTS
Chief of Police



Telephone
(248) 626-9672

Fax
(248) 538-5450

MONTHLY REPORT
NOVEMBER 2023

CALLS FOR SERVICE

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>YEAR-TO DATE LAST YEAR</u>
BINGHAM FARMS w/S.A.D.	78	20%	1092	1237
FRANKLIN	119	30%	1564	1475
OTHER	12	3%	108	164
TRAFFIC STOPS ONLY	187	47%	1904	2340
TOTAL:	396	100%	4668	5216
TRAFFIC STOPS BINGHAM FARMS	72		794	N/A
TRAFFIC STOPS FRANKLIN	115		1110	N/A
	187		1904	N/A
S.A.D. Only: S.A.D.=Special Assessment District	31		414	448

WRITTEN COMPLAINTS

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>YEAR-TO DATE LAST YEAR</u>
BINGHAM FARMS	13	36%	214	214
FRANKLIN	18	50%	223	205
S.A.D./OTHER	5	14%	72	88
TOTAL:	36	100%	509	507

**BREAKING AND ENTERING/HOME INVASION
RESIDENTIAL**

<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
0	2
<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
<u>LAST YEAR</u>	<u>LAST YEAR</u>
0	1

	<u>DATE</u>	<u>INCIDENT</u>	<u>ADDRESS</u>
BINGHAM FARMS	n/a	n/a	n/a
FRANKLIN	n/a	n/a	n/a

COMMERCIAL

<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
0	0
<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
<u>LAST YEAR</u>	<u>LAST YEAR</u>
0	1

	<u>DATE</u>	<u>INCIDENT</u>	<u>ADDRESS</u>
BINGHAM FARMS	n/a	n/a	n/a
FRANKLIN	n/a	n/a	n/a
S.A.D.	n/a	n/a	n/a

ARRESTS

	<u>NUMBER</u>	<u>YEAR - TO - DATE</u>	<u>YEAR - TO - DATE 2022</u>
FELONIES	2	5	13
MISDEMEANORS	10	113	151

MISDEMEANOR INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	11/3/2023	23-4320(S)	Assault
(B)=Bingham Farms	11/3/2023	23-4323(F)	DWLS OPS License Suspended/Revoked (A)
(F)=Franklin	11/4/2023	23-4338(F)	DWLS OPS License Suspended/Revoked (A)
(S)=S.A.D.	11/4/2023	23-4339(B)	Operating Under the Influence of Alcohol/Liquor (A)
(O)=Other	11/8/2023	23-4390(B)	Intimidation (Includes Interfering with 911 Call)
	11/14/2023	23-4483(B)	License/Title/Registration (A)
	11/16/2023	23-4502(S)	Reckless Driving (A)
	11/17/2023	23-4526(B)	License/Title/Registration (A)
	11/27/2023	23-4626(F)	License/Title/Registration (A)
	11/28/2023	23-4633(B)	DWLS OPS License Suspended/Revoked (A)
	11/29/2023	23-4646(F)	Larceny (Other)
	11/30/2023	23-4658(B)	DWLS OPS License Suspended/Revoked (A)
	11/30/2023	23-4659(F)	License/Title/Registration (A)

FELONY INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	11/1/2023	23-4277(S)	Fraud (Larceny) by Conversion
(B)=Bingham Farms	11/3/2023	23-4317(S)	Larceny (Other)
(F)=Franklin	11/15/2023	23-4492(B)	Felony Arrest Warrant - Other Jurisdiction (A)
(S)=S.A.D.	11/19/2023	23-4549(F)	CCW - Concealed Weapons (A)
(O)=Other			

TRAFFIC CITATIONS:

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>LAST YEAR-TO-DATE</u>
BINGHAM FARMS/S.A.D.	90	57%	936	1249
FRANKLIN	69	43%	580	542
OTHER	0	0%	0	0
TOTAL:	159	100%	1516	1791

OTHER MATTERS

<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
n/a	n/a	n/a

 12/6/23
 Daniel D. Roberts, Chief of Police

Total for fund 101 GENERAL	50,958.38
Total for fund 202 MAJOR STREETS	12,263.16
Total for fund 203 LOCAL STREETS	29,427.92
Total for fund 207 POLICE	77,820.62
Total for fund 211 WASTE WATER	3,119.92
Total for fund 226 GARBAGE & RUBBISH	15,006.49
Total for fund 249 BUILDING DEPARTMENT	65,169.11
Total for fund 703 TAX COLLECTION	16.68
TOTAL - ALL FUNDS	253,782.28

CHECK REGISTER FOR VILLAGE OF FRANKLIN
CHECK DATE FROM 11/10/2023 - 12/07/2023

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GEN FUND CHECKING					
11/15/2023	GEN	34844	WILLIAM DINNAN	BUILDING OFFICIAL DUTIES OCT 2023	4,460.00
11/16/2023	GEN	608(E)	ADP	PAYROLL PROCESSING FEE (POLICE) PPE 07/2023	83.71
11/16/2023	GEN	610(E)	ADP	PAYROLL PROCESSING FEE (POLICE) PPE 10/20/2023	87.91
				PAYROLL PROCESSING FEE (ADMIN) PPE 10/20/2023	65.94
				PAYROLL PROCESSING FEE (ADMIN) PPE 11/03/2023	65.94
				PAYROLL PROCESSING FEE (POLICE) PPE 11/03/2023	84.12
					<hr/>
					303.91
11/16/2023	GEN	611(E)	BP PRODUCTS NORTH AMERICA	FUEL (FIRE DEPT) 09/14/23-10/13/23	703.06
11/16/2023	GEN	612(E)	COMCAST	INTERNET KREGER HOUSE NOV 2023	212.41
11/16/2023	GEN	613(E)	PAX8	MS OFFICE 365 MONTHLY LICENSES - NOV 23	484.70
11/16/2023	GEN	614(E)	VERVE CLOUD, INC	TELEPHONE LEASE - NOV 2023	309.44
11/16/2023	GEN	615(E)	WEX BANK	FUEL (EXXON) POLICE 9/16/23 - 10/15/23	208.33
11/16/2023	GEN	616(E)	WEX BANK	FUEL (MARATHON) POLICE OCT 2023	70.82
11/16/2023	GEN	617(E)	WEX BANK	FUEL (SPEEDWAY) POLICE OCT 2023	786.83
11/16/2023	GEN	626(E)	FIDELITY SECURITY LIFE INS CO	VISION INSURANCE NOV 2023	222.40
11/16/2023	GEN	34845	21ST CENTURY MEDIA - MICHIGAN	PUBLISH NOTICE OF PUBLIC HEARING	310.25
11/16/2023	GEN	34846	ABSOPURE WATER	WATER BOTTLE REPLACEMENT OCT 2023 - POLICE	43.45
11/16/2023	GEN	34847	AT & T	COMMUNICATIONS - VILLAGE HALL - NOV 2023	453.64
				COMMUNICATIONS - POLICE - NOV 23	55.08
					<hr/>
					508.72
11/16/2023	GEN	34848	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH INSURANCE DECEMBER 2023	9,049.39
11/16/2023	GEN	34849	CCAP AUTO LEASE LTD	LEASE PAYMENT- PD VEHICLE NOV 2023	349.00
11/16/2023	GEN	34850	CENTURYLINK	LONG DISTANCE SERVICE - DEC 2023	1.80
11/16/2023	GEN	34851	COMCAST	INTERNET - 11/16/23-12/15/23 POLICE	139.47
11/16/2023	GEN	34852	DANA HUGHES	CERTIFICATE HOLDERS & PAPER	37.10
11/16/2023	GEN	34853	EGLE-SWPF	2024 WSSN FEE - VILLAGE HALL	171.92
				2024 WSSN FEE - POLICE DEPT	171.92
					<hr/>
					343.84

11/16/2023	GEN	34854	ELECTRONIC TECH SOLUTIONS LLC	MONTHLY IT SUPPORT (ANTIVIRUS, MALWARE, ETC)	336.00
				SERVER UPDATES & MAINTENANCE	800.00
					<hr/> <hr/>
					1,136.00
11/16/2023	GEN	34855	GLASS LAW GROUP PA	LEGAL SERVICES - OCT 2023	871.25
11/16/2023	GEN	34856	HEATHER MYDLOSKI LLC	MONITORING & CONTENT RESEARCH - OCTOBER 23	575.00
11/16/2023	GEN	34857	HUBBELL, ROTH & CLARK, INC	MS4 PERMIT ASSISTANCE ARC MTG PRESENTATION	149.19
				CULVERT REHAB PROGRAM	441.59
				25920 BALSAM DRAINAGE REVIEW	714.65
				STORMWATER DRAINAGE ASSESSMENT	2,529.14
					<hr/> <hr/>
					3,834.57
11/16/2023	GEN	34858	IACP	IACP 2023 ANNUAL CONFERENCE - D ROBERTS	500.00
11/16/2023	GEN	34859	JOHNSON LANDSCAPING, INC	SEPT 23 MOWING/MAINT/TREE TRIMMING/ROADSIDE MILLING	24,047.35
11/16/2023	GEN	34860	LAURA WEISEL, TRUSTEE	OVERPAYMENT OF 2023 VILLAGE TAXES	16.68
11/16/2023	GEN	34861	MCKENNA ASSOCIATES, INC	PROFESSIONAL SVCS - P&Z OCT 2023	2,316.25
11/16/2023	GEN	34862	OFFICE DEPOT	YARD SIGNS - FRANKLINSTEIN FRENZY	54.86
				PLASTIC TOTES (MAIN STREET)	61.52
				PLASTIC TOTES (MAIN STREET)	61.52
				EXTERNAL HARD DRIVE - POLICE	63.80
				INK CARTRIDGE - POLICE	83.78
				KEY TAGS/2024 PLANNER - POLICE	37.87
				MARKERS - POLICE	14.09
				LED BULBS - POLICE	14.89
				TOILET PAPER/KLEENX/TOWELS - POLICE	210.94
				HAND SOAP REFILLS - POLICE	11.39
				PLASTIC TOTES (CREDIT) - MAIN STREET	(61.52)
					<hr/> <hr/>
					553.14
11/16/2023	GEN	34863	ORKIN PEST CONTROL	YEARLY PEST CONTROL SERVICE	741.08
11/16/2023	GEN	34864	SUNSET MAINTENANCE LLC	JANITORIAL SERVICES - OCT 2023	1,159.00
				JANITORIAL SERVICES - POLICE OCT 2023	275.00
					<hr/> <hr/>
					1,434.00
11/16/2023	GEN	34865	SUSAN GOLDSTROM	MAILCHIMP - DEC & JAX KAR WASH YRLY RENEWAL - CODE ENFOR	326.38

11/16/2023	GEN	34866	THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION - POLICE OCT 23	324.61
11/16/2023	GEN	34867	WALNUT LAKE ACE HARDWARE	SURGE PROTECTORS - DEHUMIDIFIERS	19.99
				SURGE PROTECTORS - DEHUMIDIFIERS	39.98
					59.97
11/24/2023	GEN	625(E)	ADP	PAYROLL PROCESSING FEE (ADMIN) PPE 11/17/23	65.94
11/28/2023	GEN	624(E)	COMCAST CABLE	INTERNET VILLAGE HALL NOV 2023	327.50
11/28/2023	GEN	627(E)	POINT & PAY	MONTHLY SERVICE FEE - OCT 2023	50.00
11/30/2023	GEN	618(E)	ADP	PAYROLL PROCESSING FEE (POLICE) PPE 11/17/23	99.27
11/30/2023	GEN	619(E)	COMCAST	INTERNET KREGER HOUSE DEC 2023	212.41
11/30/2023	GEN	620(E)	BP PRODUCTS NORTH AMERICA	FUEL (FIRE DEPT) 10/14/23-11/13/23	977.12
11/30/2023	GEN	621(E)	FIDELITY SECURITY LIFE INS CO	VISION INSURANCE OCT 2023	278.38
11/30/2023	GEN	622(E)	MERS	EMPLOYEE/EMPLOYER CONTRIBUTIONS OCT 2023	40,749.07
11/30/2023	GEN	623(E)	BP PRODUCTS NORTH AMERICA	FUEL (POLICE) OCTOBER 2023	1,234.82
11/30/2023	GEN	34868	ALLEGRA PRINT & IMAGING	VICTIM RIGHTS CARDS - POLICE	95.66
11/30/2023	GEN	34869	CINTAS CORPORATION	REPLACEMENT MATS - POLICE DEPT (AUG 23)	78.50
				REPLACEMENT MATS - POLICE DEPT (SEPT 23)	94.19
				REPLACEMENT MATS - POLICE DEPT (OCT 23)	94.19
					266.88
11/30/2023	GEN	34870	CMP DISTRIBUTORS INC.	DUTY FIREARM - POLICE	30.00
11/30/2023	GEN	34871	CONSUMERS ENERGY	ENERGY 10/21/23-11/17/23 - KREGER	91.69
				ENERGY VILLAGE HALL 10/21/23-11/17/23	155.33
				ENERGY - POLICE 10/21/23 - 11/17/23	182.86
					429.88
11/30/2023	GEN	34872	CRANBROOK CUSTOM HOMES	BD Bond Refund	1,500.00
11/30/2023	GEN	34873	HAGAMAN, DARIN	BD Bond Refund	200.00
11/30/2023	GEN	34874	HEATHER MYDLOSKI LLC	MONITORING & CONTENT RESEARCH - NOV 2023	575.00
11/30/2023	GEN	34875	IACP	LIFE ACTIVE MEMBER DUES 2024 (D ROBERTS)	190.00
11/30/2023	GEN	34876	JEFFREY OR ERIN PAWLOWSKI	BD Bond Refund	200.00
11/30/2023	GEN	34877	MICHIGAN MUNICIPAL EXECUTIVES	2024 MEMBERSHIP DUES (FRASER)	425.00
11/30/2023	GEN	34878	PRESTIGIOUS PENGUIN PROPERTIES LLC	BD Bond Refund	47,350.00
11/30/2023	GEN	34879	ROAD COMMISSION FOR OAKLAND COUNTY	SIGNAL MAINTENANCE OCT 2023	13.92
11/30/2023	GEN	34880	ROBERT GREEN BUILDING CO., INC	BD Bond Refund	200.00
11/30/2023	GEN	34881	STEPHEN E. LEMOS	BD Bond Refund	200.00
11/30/2023	GEN	34882	SUN HEATING AIR CONDITIONING INC.	SERVICE CALL: ADJUST DUCT DAMPER	127.50

11/30/2023	GEN	34883	ULINE	TOOL SETS (2 EA) - POLICE	151.27
11/30/2023	GEN	34884	VC3 INC.	MS OFFICE 365 SUBSCRIPTION (PD) NOV 2023	100.00
11/30/2023	GEN	34885	VERIZON WIRELESS	CELL SERVICE - POLICE	123.18
12/06/2023	GEN	628(E)	VERVE CLOUD, INC	TELEPHONE LEASE DEC 2023	309.44
12/07/2023	GEN	629(E)	WEX BANK	FUEL (EXXON) POLICE 10/15/23-11/15/23	214.91
12/07/2023	GEN	34886	21ST CENTURY MEDIA - MICHIGAN	PUBLIC NOTICE - DEMO	310.25
12/07/2023	GEN	34887	ARTCO GROUP, LLC DBA ARTEVA CONSTRU	BD Bond Refund	1,500.00
12/07/2023	GEN	34888	AT & T	COMMUNICATIONS - DEC 2023 - VILLAGE HALL	438.55
				COMMUNICATIONS - DEC 2023 POLICE	54.99
					<hr/> <hr/>
					493.54
12/07/2023	GEN	34889	CHARTER TWP OF BLOOMFIELD	DISPATCH CONTRACT DEC 2023	4,250.41
				PRISONER LOCK UP - NOV 2023	150.00
					<hr/> <hr/>
					4,400.41
12/07/2023	GEN	34890	COMMAND OFFICERS ASSN OF MICHIGAN	UNION DUES - DEC 2023	140.24
12/07/2023	GEN	34891	CORPORATE WAREHOUSE SUPPLY	TONER	1,119.75
12/07/2023	GEN	34892	DANA HUGHES	MAMC MASTER ACADEMY TRAINING EXPENSES	643.48
12/07/2023	GEN	34893	DAVID E. SABET	BD Bond Refund	2,000.00
12/07/2023	GEN	34894	DAVID GOLDBERG	2023 COUNCIL FEE	25.00
12/07/2023	GEN	34895	DAVID SAHLI	2023 COUNCIL FEE	25.00
12/07/2023	GEN	34896	DEWOLF & ASSOCIATES	FTO BASIC TRNG - OFFICER BERRY	845.00
12/07/2023	GEN	34897	DTE	ENERGY NOV 2023 - KREGER	46.56
				ENERGY NOV 2023 VILLAGE HALL	221.76
				ENERGY NOV 23 STREETLIGHT	77.65
				ENERGY NOV 2023 POLICE	648.50
					<hr/> <hr/>
					994.47
12/07/2023	GEN	34898	ELECTRONIC TECH SOLUTIONS LLC	IT SUPPORT - NEW EMAIL SETUP/BS&A ISSUES	650.00
12/07/2023	GEN	34899	FRANKLIN AUTO SERVICE LLC	LOF / TIRE ROTATION UNIT UNIT 9-2	154.04
				CHECK ENGINE LIGHT DIAGNOSIS UNIT 9-1	65.25
				LOF / MOUNT & BALANCE TIRES UNIT 9-3	1,266.34
				LOF UNIT 9-4	81.59
					<hr/> <hr/>
					1,567.22

12/07/2023	GEN	34900	FRANKLIN COMMUNITY CHURCH	TOWN HALL MEETING CELL TOWERS 12/05/2023	250.00	
12/07/2023	GEN	34901	GFL	RESIDENTIAL HAND PICK UP - DECEMBER 23	14,828.90	
				FRONT LOAD TRASH PICKUP-POLICE DEC 2023	177.59	
						15,006.49
12/07/2023	GEN	34902	JERRY L HOBSON	PLUMBING & MECHANICAL INSPECTIONS - NOV 23	917.51	
12/07/2023	GEN	34903	JOHNSON LANDSCAPING, INC	OCT 23 MOWING/FALL MAINT/TREE WORK	29,531.03	
12/07/2023	GEN	34904	K & M LEASING	CANON LEASE W/COPIES - POLICE - DEC 23	79.00	
				CANON LEASE W/COPIES - VILLAGE HALL - DEC 23	171.00	
						250.00
12/07/2023	GEN	34905	KATHY ERLICH	2023 COUNCIL FEE	25.00	
12/07/2023	GEN	34906	LEADER BUSINESS	COPIER LEASE - COPIES VILLAGE HALL DEC 23	355.76	
12/07/2023	GEN	34907	MARK HANKE	2023 COUNCIL FEES	25.00	
12/07/2023	GEN	34908	MICHAEL SELTZER	2023 COUNCIL FEE	25.00	
12/07/2023	GEN	34909	MICHIGAN AMMO LLC	AMMO	900.00	
12/07/2023	GEN	34910	MICHIGAN MUNICIPAL LEAGUE	WORKERS COMP POLICY PREMIUM FY 23-24	12,819.00	
*** THESE CHECKS PRINTED INCORRECTLY Nos 34911-34924 - RE-RAN						
12/07/2023	GEN	34911	NEXT	ANNUAL APPROPRIATION OF FUNDS FOR SERVICE 23	10,000.00	V
12/07/2023	GEN	34912	NYE UNIFORM	UNIFORM GEAR - TUCKER	238.00	V
				UNIFORM GEAR - BONACORSI	28.50	V
				UNIFORM PANTS	82.00	V
				UNIFORM GEAR	155.00	V
12/07/2023	GEN	34913	OFFICE DEPOT	CLEANING SUPPLIES - PD	21.09	V
				PENS - POLICE	14.43	V
				PAPER/NOTE PADS - POLICE	89.83	V
				BLACK TONER - POLICE	41.05	V
				KEYBOARD - CLERK	44.99	V
				PLASTIC STORAGE CONTAINERS	102.18	V
				BINDERS - ZBA ORDINANCES	22.20	V
				DIVIDERS - ZBA ORDINANCE NOTEBOOKS	3.29	V
				KEYBOARD - BLDG CLERK	43.93	V
12/07/2023	GEN	34914	PAMELA HANSEN	2023 COUNCIL FEE	25.00	V
12/07/2023	GEN	34915	PLANTE & MORAN, PLLC	PROFESSIONAL ACCOUNTING SERVICES - AUDIT	7,105.00	V
12/07/2023	GEN	34916	POLICE OFFICERS ASSOCIATION	UNION DUES - DEC 2023	485.84	V
12/07/2023	GEN	34917	ROAD COMMISSION FOR OAKLAND COUNTY	SALT	1,188.48	V
12/07/2023	GEN	34918	ROBERT W MYDLOSKI	TRAINING REIMBURSEMENT - LEEDA TRAINING	572.06	V
12/07/2023	GEN	34919	RON SHELTON	ELECTRICAL INSPECTIONS - NOVEMBER 2023	664.59	V

12/07/2023	GEN	34920	STAR EMS	BLOOD ALCOHOL DRAW	100.00	V
12/07/2023	GEN	34921	SUNSET MAINTENANCE LLC	JANITORIAL SERVICES - POLICE NOV 2023	220.00	V
				JANITORIAL SERVICES NOV 2023	1,084.00	V
12/07/2023	GEN	34922	THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION - POLICE	324.61	V
12/07/2023	GEN	34923	WILLIAM DINNAN	BUILDING OFFICIAL DUTIES - NOV 2023	4,220.00	V
12/07/2023	GEN	34924	WILLIAM LAMOTT	2023 COUNCIL FEE	25.00	V
12/07/2023	GEN	34925	NEXT	ANNUAL APPROPRIATION OF FUNDS FOR SERVICE 23	10,000.00	
12/07/2023	GEN	34926	NYE UNIFORM	UNIFORM GEAR - TUCKER	238.00	
				UNIFORM GEAR - BONACORSI	28.50	
				UNIFORM PANTS	82.00	
				UNIFORM GEAR	155.00	
					503.50	
12/07/2023	GEN	34927	OFFICE DEPOT	CLEANING SUPPLIES - PD	21.09	
				PENS - POLICE	14.43	
				PAPER/NOTE PADS - POLICE	89.83	
				BLACK TONER - POLICE	41.05	
				KEYBOARD - CLERK	44.99	
				PLASTIC STORAGE CONTAINERS	102.18	
				BINDERS - ZBA ORDINANCES	22.20	
				DIVIDERS - ZBA ORDINANCE NOTEBOOKS	3.29	
				KEYBOARD - BLDG CLERK	43.93	
					382.99	
12/07/2023	GEN	34928	PAMELA HANSEN	2023 COUNCIL FEE	25.00	
12/07/2023	GEN	34929	PLANTE & MORAN, PLLC	PROFESSIONAL ACCOUNTING SERVICES - AUDIT PREP	7,105.00	
12/07/2023	GEN	34930	POLICE OFFICERS ASSOCIATION	UNION DUES - DEC 2023	485.84	
12/07/2023	GEN	34931	ROAD COMMISSION FOR OAKLAND COUNTY	SALT	1,188.48	
12/07/2023	GEN	34932	ROBERT W MYDLOSKI	TRAINING REIMBURSEMENT - LEEDA TRAINING	572.06	
12/07/2023	GEN	34933	RON SHELTON	ELECTRICAL INSPECTIONS - NOVEMBER 2023	664.59	
12/07/2023	GEN	34934	STAR EMS	BLOOD ALCOHOL DRAW	100.00	
12/07/2023	GEN	34935	SUNSET MAINTENANCE LLC	JANITORIAL SERVICES - POLICE NOV 2023	220.00	
				JANITORIAL SERVICES (VILLAGE HALL/KREGER/RESTROOMS) NOV 2023	1,084.00	
					1,304.00	
12/07/2023	GEN	34936	THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION - POLICE	324.61	
12/07/2023	GEN	34937	WILLIAM DINNAN	BUILDING OFFICIAL DUTIES - NOV 2023	4,220.00	
12/07/2023	GEN	34938	WILLIAM LAMOTT	2023 COUNCIL FEE	25.00	

GEN TOTALS:

Total of 116 Checks:

280,683.35

Less 14 Void Checks:

26,901.07

Total of 102 Disbursements:

253,782.28



DEMOLITION APPLICATION

PERMIT PD23-002

DATE STAMP RECEIVED

NOV 10 2023

VILLAGE OF FRANKLIN, MI

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

Current market value of project \$ 0

SUBMIT CHECKLIST WITH APPLICATION

I. LOCATION OF EVENT			
Address: 25240 Franklin Park Dr.			
City/Village: Franklin	Township: Southfield	County: Oakland	Zip Code: 48025
Between Lucerne	And Mountainview		
II. PARCEL IDENTIFICATION # 24-05-327-004			
A. OWNER OR LESSEE Eric J. Frehsee Del. of Trust dtd 12-14-05			
Name: Eric Frehsee	Te: [REDACTED]		
Address: 511 Wallace St.	City: Birmingham	State: MI	Zip Code: 48009
B. ARCHITECT OR ENGINEER			
Name: KEM-TEC	Telephone No: 586-772-2222		
Address: 22556 GRATIOT AVE	City: EASTPOINTE	State: MI	Zip Code: 48021
License No: 6201049801	Expiration Date:		
C. CONTRACTOR			
Name: Nosan Ventures LLC	Telephone No: 248-932-5444		
Address: 32000 Northwestern #95	City: Farmington Hills	State: MI	Zip Code: 48334
License No: 210-2200-863	Expiration Date:		
Federal Employer Number or Reason for Exemption: [REDACTED]			
Worker's Comp Insurance Carrier or Reason for Exemption: Travelers			
MESC Employer Number or Reason for Exemption:	EMAIL: tnosan@nosan.net		
III. TYPE OF IMPROVEMENT AND PLAN REVIEW			
A. TYPE OF IMPROVEMENT Demolish House, Pool, Cabana, Detached Garage			
<input type="checkbox"/> New Building	<input type="checkbox"/> Addition / Remodel	<input checked="" type="checkbox"/> Demolition	<input type="checkbox"/> Property <input type="checkbox"/> Other
B. REVIEW(s) TO BE PERFORMED			
<input type="checkbox"/> Building / Trades	<input type="checkbox"/> Engineering	<input type="checkbox"/> Arborist	<input type="checkbox"/> Legal <input checked="" type="checkbox"/> Other

VI. APPLICANT INFORMATION:

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name: Nasan Ventures, LLC Telephone No. 248-932-5444
 Address: 32000 Northwestern #195 City: Farmington Hills State: MI ZIP: 48334
 Federal ID no. (if applicable): [REDACTED]

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section 23a are subject to civil fines.

Signature of Applicant: [REDACTED] Print Name: Terry Nasan Application Date: 11-10-23

VII. FOR INTERNAL USE ONLY

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

** Zoning District _____ Required Setback _____ Front _____ / _____ Side _____ Back _____
 Proposed Setback _____ Front _____ / _____ Side _____ Back _____

VIII. VALIDATION

DATE STAMP

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

DEMOLITION APPLICATION CHECKLIST

☒ Completed Permit Application

☒ \$250 Application Fee (non-refundable)

☐ \$5,000 Deposit/Bond

☒ Proof of Ownership (ex: Copy of current Title Insurance Policy or commitment showing all parties in the subject parcel)

☒ Signature of all parties in interest, including mortgagee(s), indicating approval of the proposed demolition or removal

☒ ~~N/A~~ Letter from current Mortgage company(s) approving request for proposed demolition or removal

☐ 25 copies of exact description of proposed demolition or removal – to include:

☒ 25x Site plan or Survey of Property indicating location of structure(s) to be demolished or removed

☒ 25x Photographs showing front, rear and side views of all existing structures located on the property to be affected by the demolition or removal

☒ Map depicting any historical or natural resources which may be disturbed, including the location of all trees to be removed or requiring protection

☒ 25x Names, addresses and copy of current licenses of all Contractors

☒ 25x List of vehicles and all other equipment to be utilized during the demolition and removal

☒ 25x Traffic Routes for vehicles and equipment

☒ ~~PROVIDED BY VILLAGE~~ Minutes of Historic District Commission
[a separate study and \$400 fee may be required by the Commission]

☒ Completed Tree Removal / Replacement Plan or Signed Tree Waiver

☐ Review by Village Attorney for accuracy and completeness

☐ Such further information as the Building Official or Council may require

☒ \$1,000,000 Insurance Certificate listing Village of Franklin as additional insured

____ Notice of Retirement of Services from all utilities

✓
____ Detroit Edison / electric

SEE
LETTER

____ Consumers Energy

____ SBC Ameritech / telephone services

____ Comcast Cable Services

____ Well abandonment – Oakland County Health Department Environmental Services

____ Septic abandonment – Oakland County Health Department Environmental Services
(tank pumped, crushed and filled with sand) **OR**

____ Pressure Sewer abandoned per Oakland County Drain Commission

Permit fee shall be determined by the following formula:

1. Per structure, up to 1,000 square feet of floor area\$150
2. Each additional 1,000 square feet of floor area\$25

Where documents are reviewed or inspections are performed by outside consultants, the applicant shall be responsible for 100% of fees PLUS a 10% administrative fee.

WARRANTY DEED

63-23863088-BLM

KNOW ALL PERSONS BY THESE PRESENTS: That: The Joseph Lawrence Ward Trust Agreement dated December 14, 2006, ("Grantor")

the address of which is: 30100 Telegraph Rd. Suite 360, Bingham Farms, MI 48025

convey(s) and warrant(s) to: The Eric J. Frehsee Declaration of Trust dated November 25, 2015, as amended, ("Grantee")

the address of which is: 511 Wallace St., Birmingham, MI 48009

the following described premises situated in the Village of Franklin, County of Oakland, State of Michigan, to wit:

SEE EXHIBIT A

also known as Property Address: 25240 Franklin Park Drive, Franklin, MI 48025, Vacant Land, Franklin, MI 48025, Vacant Land, Franklin, MI 48025

Parcel ID No.: 24-05-327-005 (Parcel 1), 24-05-327-006 (Parcel 2), 24-05-327-007 (Parcel 2)

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, REAL ESTATE TRANSFER VALUATION AFFIDAVIT FILED.

Subject to existing building and use restrictions and easements and rights of way of record.

When Recorded return to:
Eric J. Frehsee

25240 Franklin Park Drive
Franklin, MI 48025

Send Subsequent Tax Bills To:
Grantee

Drafted By:
Lauren M. Underwood
30100 Telegraph Rd. Suite 360
Bingham Farms, MI 48025
Assisted by: ATA National Title Group,
LLC

Dated this July 31, 2023

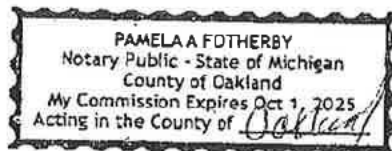
Signed by:

[REDACTED]

The Joseph Lawrence Ward Trust Agreement dated
December 14, 2006
By: Lauren M. Underwood, Trustee

State of Michigan)
)SS.
County of Oakland)

The foregoing instrument was acknowledged before me on this 31st day of July 2023 by Lauren M. Underwood, Trustee of the Joseph Lawrence Ward Trust Agreement dated December 14, 2006



Notary Public: _____
Notary County: _____
Commission Expires _____
Acting In: _____



ALTA COMMITMENT FOR TITLE INSURANCE

issued by
Stewart Title Guaranty Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

ATA NATIONAL TITLE GROUP, LLC

STEVEN M. GRECO
AUTHORIZED SIGNATORY

STEWART TITLE GUARANTY COMPANY



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 42651 Woodward Ave.
Bloomfield Hills, MI 48304
Ph:(248) 338-6620 Fax:(248) 975-4178
Issuing Office's ALTA® Registry ID: 1033513
Issuing Office File Number: 63-23863088-BLM
Property Address: 25240 Franklin Park Drive, Franklin, MI 48025, Vacant Land, Franklin, MI 48025, Vacant Land,
Franklin, MI 48025
Revision Number: REVISION NO. 2

SCHEDULE A

1. Commitment Date: June 26, 2023, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **\$677,000.00**
Proposed Insured: **Terry Nosan**
 - (b) ALTA® LOAN POLICY
Proposed Insured:
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Successor Trustee of the Joseph Lawrence Ward Trust Agreement dated December 14, 2006
5. The Land is described as follows: Situated in the Village of Franklin, County of Oakland, State of Michigan

SEE EXHIBIT AATA National Title Group, LLC
Steven M. Greco
AUTHORIZED SIGNATORY

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Exhibit "A"

The Land is described as follows: Situated in the Village of Franklin, County of Oakland, State of Michigan

Parcel 1: Lot 52, Supervisor's Plat of Franklin River Hills, according to the plat thereof as recorded in Liber 34, Page 50 of Plats, Oakland County Records.

Parcel 2: Lots 47 and 48, Geo. Wellington Smith's Franklin Park Heights, according to the plat thereof as reworded in Liber 42, Page 3, Oakland County Records.

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. SUBMIT for approval and RECORD proper Certificate of Trust Existence and Authority in compliance state law, or SUBMIT for approval said original trust agreement, referred to as (a) Joseph Lawrence Ward Trust Agreement dated December 14, 2006, and any amendments thereto. This commitment will be subject to such further requirements as may be deemed necessary after examination of the aforementioned trust agreement.
6. Record a certified copy of the Death Certificate of Joseph Lawrence Ward.
7. Warranty Deed from recited owner to recited purchaser.
8. The Land Division Act, specifically MCL 560.261, requires that in the event access to the land is by means of a private road which is not maintained by the County Road Commission, a Private Road Notice, executed by the Grantee(s), should be attached to the instrument of conveyance, as to Parcel 1.
9. PAYMENT OF TAXES: Tax Parcel No.: 24-05-327-005 (Parcel 1)

2022 Winter Taxes in the amount of \$2,395.21 are PAID

2022 Summer Taxes in the amount of \$5,767.41 are PAID

2022 Village Taxes in the amount of \$1,727.48 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$387,240.00

The amounts shown as due do not include collection fees, penalties or interest.
10. PAYMENT OF TAXES: Tax Parcel No.: 24-05-327-006 (Parcel 2)

2022 Winter Taxes in the amount of \$77.19 are PAID

2022 Summer Taxes in the amount of \$185.90 are PAID

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2022 Village Taxes in the amount of \$55.66 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$11,220.00

The amounts shown as due do not include collection fees, penalties or interest.

11. PAYMENT OF TAXES: Tax Parcel No.: 24-05-327-007 (Parcel 2)

2022 Winter Taxes in the amount of \$234.81 are PAID

2022 Summer Taxes in the amount of \$565.45 are PAID

2022 Village Taxes in the amount of \$169.34 are PAID

Special Assessments: NONE

- 2022 State Equalized Value: \$99,960.00

The amounts shown as due do not include collection fees, penalties or interest.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Ingress and Egress to the Land is by means of a private road which is subject to the rights of others to use said road and which is not required to be maintained by any governmental agency, as to Parcel 1.
9. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes, as to Parcel 1.
10. Terms, conditions and provisions which are recited in Statement of Necessity and Declaration of Taking recorded in Liber 15371, Page 428, Oakland County Records, as to Parcel 1.
11. Terms, conditions and provisions which are recited in Order Determining Necessity and Granting Right of Entry

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recorded in Liber 15691, Page 635, Oakland County Records, as to Parcel 1.

12. Terms, conditions and provisions which are recited in Default Judgment and Determination of Compensation Payable recorded in Liber 15691, Page 638, Oakland County Records, as to Parcel 1.
13. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Franklin River, as to Parcel 1.
14. Any adverse claim based upon the assertion that some portion of the Land is bottom land or has been created by artificial means or has accreted to such portion so created, as to Parcel 1.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. DEFINITIONS

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Stewart Title Guaranty Company - All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029

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PRIVACY POLICY NOTICE

ATA National Title Group, LLC and its family of affiliated companies (collectively "ATA") respect the privacy of our customers' personal information. This Notice explains the ways in which we may collect and use personal information under the ATA Privacy Policy.

ATA, as an agent for First American Title Insurance Company, Old Republic Title Insurance, American Guaranty Title Insurance Company, Stewart Title Guaranty, Fidelity National Title Insurance Company and its family of companies, Westcor Land Title Insurance Company, and WFG National Title Insurance Company, provides title insurance products and other settlement and escrow services to customers. The ATA Privacy Policy applies to all ATA customers, former customers and applicants

What kinds of information we collect: Depending on the services you use, the types of information we may collect from you, your lender, attorney, real estate broker, public records or from other sources include:

- information from forms and applications for services, such as your name, address and telephone number
- information about your transaction
- with closing, escrow, settlement or mortgage lending services or mortgage loan servicing, certain non-public personal information is provided to us in order to provide the services requested. and
- information about your transactions and experiences as a customer..

How we use and disclose this information: We use your information to provide you with the services, products and insurance that you, your lender, attorney, or real estate brokers have requested. We disclose information to our affiliates and unrelated companies as needed to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, to provide information to government and law enforcement agencies and as otherwise permitted by law. As required to facilitate a transaction, we record documents that are part of your transaction in the public records as a legal requirement for real property notice purposes.

We do not share any nonpublic personal information we collect from you with unrelated companies for their own use.

We do not share any information regarding your transaction that we obtain from third parties (including credit report information) except as needed to enable your transaction.

We may also disclose your name, address and property information to other companies who perform marketing services such as letter production and mailing on our behalf, or to other financial service companies (such as insurance companies, banks, mortgage brokers, credit companies) with whom we have joint marketing arrangements

How we protect your information: We maintain administrative, physical, electronic and procedural safeguards to guard your nonpublic personal information. We reinforce our privacy policy with our employees and our contractors. Joint marketers and third parties service providers who have access to nonpublic personal information to provide marketing or services on our behalf are required by contract to follow appropriate standards of security and confidentiality.

If you have any questions about this privacy statement or our practices at ATA, please write us at: **ATA National Title Group, LLC, 31440 Northwestern Highway, Ste. 300, Farmington Hills, Michigan 48334** or email us at legal_dept@atatitle.com or visit our website www.atatitle.com

(Effective January 2023)

**STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE**

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code A§ 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES

K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES
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Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Your Consumer Rights and Choices Under CCPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code A§ 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com ; or
3. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Website: <https://www.stewart.com/en/quick-links/ccpa-request.html>
Email: Privacyrequest@stewart.com
Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Updated 01/01/2023

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Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Residential Builders Section
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Terry Jay Nosan

NOSAN VENTURES LLC
30600 NORTHWESTERN HWY SUITE 400
FARMINGTON HILLS, MI 48334

License No:
2102200863

Expiration Date:
05/31/2026

NOSAN VENTURES LLC
30600 NORTHWESTERN HWY SUITE 400
FARMINGTON HILLS, MI 48334

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NOV 10 2023

VILLAGE OF FRANKLIN, MI

GRETCHEN WHITMER
Governor

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License**

NOSAN VENTURES LLC
30600 NORTHWESTERN HWY SUITE 400
FARMINGTON HILLS, MI 48334

Qualifying Officer:
Terry Jay Nosan
Qualifying Officer #
2101058051

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2102200863

Expiration Date:
05/31/2026

This document is duly
issued under the laws of the
State of Michigan



To: Nosan Signature Homes

Re: **25240 FRANKLIN PARK DR.**

Equipment to be used for Demo

Cat 325 Excavator

3 Semi Dump Trucks to Haul Debris

Low Boy Trailer to Move Excavator

Thank you,
Tina Pieczarka
Owner (Pzarka Site Development)
(248) 431-8883
[REDACTED]

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NOV 10 2023

VILLAGE OF FRANKLIN, MI

5747 Bullard Rd Fenton MI 48430



32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

Memo

November 12, 2023

To: Village Council

From: William Dinnan
Building Official

Re: Demolition report for 25240 Franklin Park Drive

I have reviewed the site and the information submitted for the demolition of the house and surrounding accessory buildings at the above address. This project has met all of the requirements of the Village of Franklin ordinances being section 1460. This includes the information that the utilities have been notified of the request, that there does not appear to be any unreasonable risk of harm to persons or property, that there does not appear that there will be injurious to public health, safety or welfare or lead to deterioration of the area.

I trust that this information is helpful and am ready to issue the demolition permit when appropriate.

Respectfully Submitted

William Dinnan
Building Official



32325 Franklin Road, Franklin, Michigan 48025

F: (248) 626-0538

T:(248) 626-9666

www.franklin.mi.us

Memorandum:

November 9, 2023

To: Franklin Village Council, Clerk Huges, Megan Bohm

From: Gary D. Roberts, Chairman, Franklin Village Historic District Commission (HDC)

Subject: 25240 Franklin Park Drive

At our regular meeting of 11.1.23, the HDC has reviewed the application for demolition of the structures located at the subject address. This location is not within a current or proposed Historic District. Further the HDC found that the current improvements are in poor condition and not architecturally or historically significant. As such, a motion was made to recommend to the Village Council that a demolition permit be issued for this location. A copy of the exact motion will be available as a part of our meeting minutes. Please advise me of any question or concern.



Tree House in back yard



Detached garage on north property line



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VILLAGE OF FRANKLIN, MI



Front of main house





South Side of existing house



North side of existing house and attached shed



Rear of existing house



Rear of existing house – north side



Rear of attached shed



Existing pool and pool house



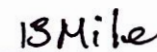
North side of pool house



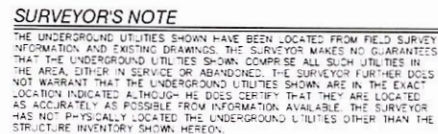
Rear (east side) of pool house



Front (west) side of pool house



LEGEND	
●	SET 1/2" REBAR WITH CAP P.S. 4797A
▲	SET MAG NAIL
×	SET X-CUT
⌂	POINT ON LINE
⊕	FOUND MONUMENT (AS NOTED)
(C)	CALCULATED DIMENSION
(P)	RECORD DIMENSION
(M)	MEASURED DIMENSION
ⓧ	GROUND ELEVATION
ⓧ	ELECTRIC METER
ⓧ	UTILITY POLE
ⓧ	GAS METER
ⓧ	SANITARY MANHOLE
ⓧ	WELL
ⓧ	AIR CONDITIONING UNIT
ⓧ	LIGHTPOST/LAMP POST
ⓧ	DECIDUOUS TREE (AS NOTED)
—	PARCEL BOUNDARY LINE
—	PLATTED LOT LINE
—	ADJOINING PARCEL LINE
—	SECTION LINE
—	EASEMENT (AS NOTED)
—	EASEMENT CENTER LINE
—	RIGHT-OF-WAY
—	BUILDING
—	BUILDING OVERHANG
—	EDGE OF CONCRETE (CONC.)
—	EDGE OF ASPHALT (ASPH.)
—	FENCE (AS NOTED)
—	WALL (AS NOTED)
—	OVERHEAD UTILITY LINE
—	GAS LINE
—	SANITARY LINE
—	UNDERGROUND PIPE (AS NOTED)
—	MINOR CONTOUR LINE
—	MAJOR CONTOUR LINE
—	BUILDING AREA
—	ASPHALT
—	CONCRETE



SURVEYOR'S CERTIFICATION

HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY AND THE DRAWING HEREON DELINEATED IS A CORRECT REPRESENTATION OF THE SAME.

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kerntec-survey.com

ALTA / NSPS LAND TITLE SURVEY
PREPARED FOR: ERIC FREHSEE
25240 FRANKLIN PARK DRIVE,
FRANKLIN, MICHIGAN,
PART OF SECTION 5,
TOWN 1 NORTH, RANGE 10 EAST

[illegible]

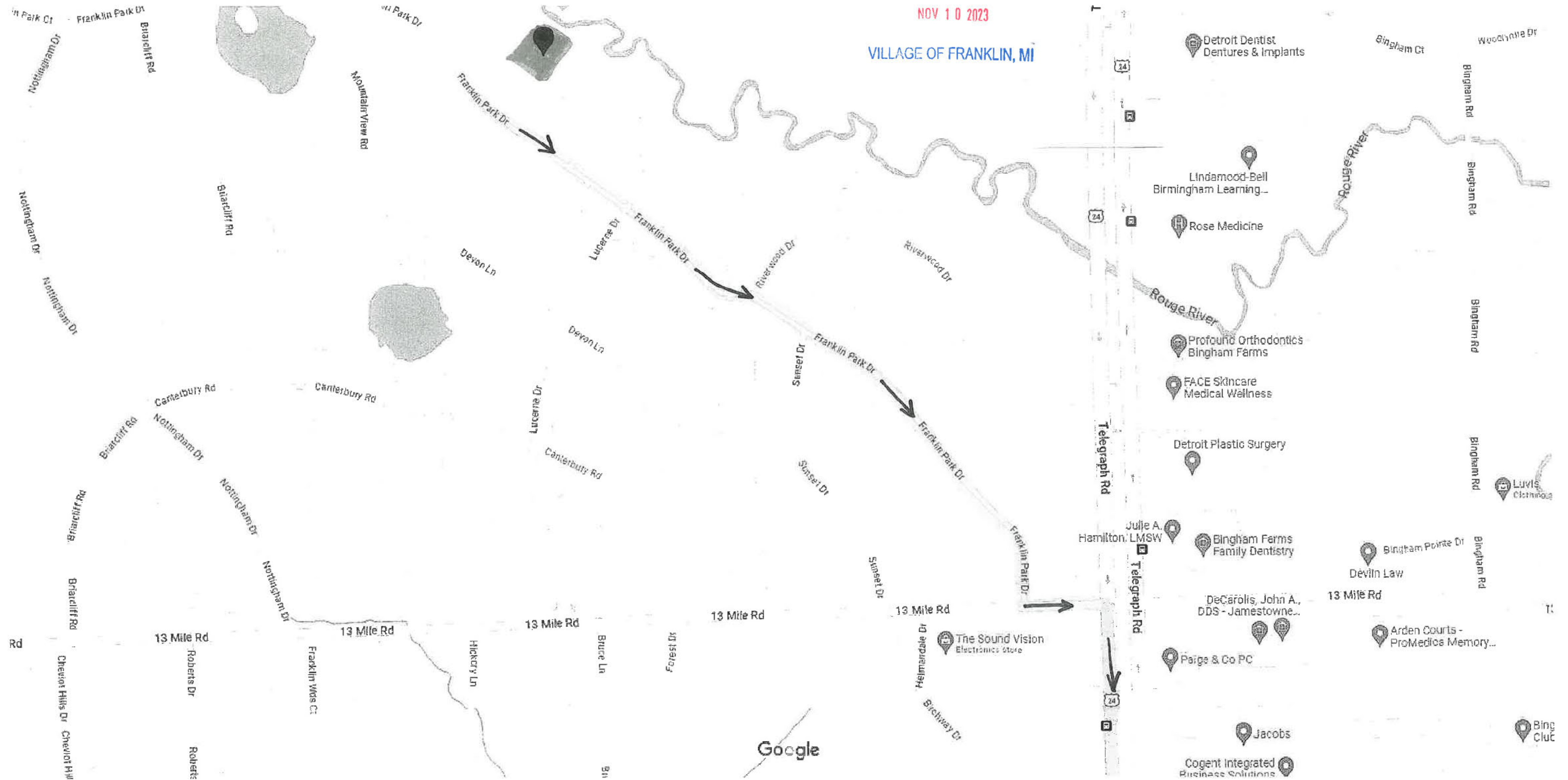
DATE IN:	GSI/ADM	01/06/23
CLIENT NO:	A15	01/06/23
DATE:	JULY 05, 2023	
PROJECT NO:	23-01383	SCALE: 1" = 30'

1
1 OF 1 SHEETS

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NOV 10 2023

VILLAGE OF FRANKLIN, MI





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Bourdeau Insurance Agency 3835 Davison Road Flint MI 48506	CONTACT NAME: Tim Johnston PHONE (A/C, No, Ext): (800) 537-3373 E-MAIL ADDRESS: timj@albourdeauinsurance.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13986 238350
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INSURED
Nosan Ventures LLC
30200 Northwestern Hwy Ste 195
Farmington Hills MI 48334-3296

COVERAGES**CERTIFICATE NUMBER:** 2023-24 Template**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6679992	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 CONLP \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6679991	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE		6679992	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y	N/A	6KUB-9F89847-1-23	08/28/2023	08/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured interest with respects to the general liability coverage.

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VILLAGE OF FRANKLIN, MI

CERTIFICATE HOLDER**CANCELLATION**Village of Franklin
32325 Franklin Rd

Franklin

MI 48025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VILLAGE OF FRANKLIN, MI

DISTRIBUTION OPERATIONS
ELECTRIC CLEARANCE LETTER

DTE

CONCERNING THE BUILDING TO BE DEMOLISHED AT:

25240 FRANKLIN PARK DR, FRANKLIN, MI 48025-1290

ELECTRIC SERVICE LINES WERE CLEARED:

September 27, 2023

X AS OF THE DATE ABOVE, THERE WERE NO HAZARDOUS CONDITIONS
EXISTING BY REASONS OF DTE ELECTRIC INSTALLATION

*DISCLAIMER OF LIABILITY: DTE Electric disconnected and removed its meters and lines on the date listed above. DTE Electric makes no guarantees that service will not be or has not been reconnected, after the above date. DTE Electric does not make, and expressly disclaims any warranties, representations, covenants or guarantees, either express or implied, whether arising by operation of law or otherwise, regarding the condition of the property, any hazardous conditions found thereon, the status of electric connectivity, and any of its equipment, including any meters or service lines, on the property, after the date listed above. After the date listed above, you assume all risks and liabilities.

"THIS CLEARANCE DOES NOT CIRCUMVENT THE NEED FOR YOU TO CALL MISS DIG
AS REQUIRED BY LAW."

Andrew Lovely

Village of Franklin
Building Department
32325 Franklin Road
Franklin, MI 48025

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NOV 10 2023

VILLAGE OF FRANKLIN, MI

November 10, 2023

Re: Demo application for 25240 Franklin Park Drive

To whom it may concern,

Please be aware that we have requested a clearance letter and paid the applicable fee for Consumers Energy disconnect. Further, we will abandon the septic at the same time as the demolition of the above address once the permit is approved. The existing well will be abandoned by a licensed contractor in accordance with applicable requirements.

Sincerely,

Nosan Ventures, LLC
32000 Northwestern Hwy, Ste 195
Farmington Hills, MI 48334

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NOV 10 2023

Demolition Information

**25240 Franklin Park Drive
Franklin, MI 48025**

VILLAGE OF FRANKLIN, MI

CMS 9/14/23 Case #1068516391 – Contact 844 316-9537, edrequestcenter@cmsenergy.com

9/18/2023 Tim will be contact – 248 514-7708, expect 4 weeks to design, 4 weeks to permit and 2 weeks to do work.

10/30/2023 Released to Scheduling

Well Abandonment – Proposal attached. Will be done prior to demolition.

Contact Mike Lalone - 248-625-0550

Septic Abandonment - Will be done through the demolition contractor at time of house demolition.

Contact Jason Pzarka - 866-539-1794



Count on Us

A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

October 10, 2023

NOTIFICATION #:
1068516391

NOSAN VENTURES LLC
32000 NORTHWESTERN HWY
FARMINGTON HILLS, MI 48334-1510

RECEIVED

NOV 10 2023

REFERENCE: 25240 FRANKLIN PARK DR, FRANKLIN

VILLAGE OF FRANKLIN, MI

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:		
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):		
Additional Costs - See Invoice:	\$	655.00
Total Estimated Cost:	\$	655.00
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	655.00

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:

Timothy Acho at 248-514-7708

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) **Meter Location:** A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) **Meter Installation:** If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) **Payment:** An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) **Site Conditions:** The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) **Staking:** To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) **Mobile Home:** If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) **Gas Usage:** You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) **Additional Charges:** Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) **Joint Trenching:** Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) **Usage Rate:** Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

Timothy Acho at **248-514-7708**

ADDRESS		
25240 FRANKLIN PARK DR FKLN GRET SVC		
PROJECT TITLE		
25240 FRANKLIN PARK DR		
DESIGN NUMBER	AS-BUILT NUMBER	
11561285		
CONSTRUCTION MEASURE NUMBER		
100007406932		
NOTIFICATION NUMBER		
1068516391		
ORDER TYPE	ORDER NUMBER	
GRET		
MAINTENANCE ACTIVITY TYPE		
SVC		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
FRANKLIN/SOUTHFIELD		
TRS	DATE	
016005	10/2/2023	



A CMS Energy Company

SERVICE

SERVICE SKETCH TITLE BLOCK



CONTACT NAME:
TIMOTHY ACHO
CONTACT PHONE:
248-514-7708

CONTACT NAME:
TERRY NOSAN
CONTACT PHONE:
248-514-7708

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED**TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:**POBoxCEServiceRequest@cmsenergy.com

- | | |
|--------------------------|--|
| <input type="checkbox"/> | AGREEMENT FOR INSTALLATION (Please return all pages of contracts)
(Form 93, Form 94 and Form 95 - 2 Page Document Each)
(Form 861, Form 862 and Form 230 - 4 Page Document Each) |
|--------------------------|--|

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | PAYMENT WITH INVOICE STUB
(BOTTOM STUB IS REQUIRED FOR PROCESSING) |
|-------------------------------------|---|

- | | |
|--------------------------|---|
| <input type="checkbox"/> | REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE |
|--------------------------|---|

- | | |
|--------------------------|--|
| <input type="checkbox"/> | STANDARD LIGHTING CONTRACT
(MUST BE CERTIFIED BY CLERK) |
|--------------------------|--|

- | | |
|--------------------------|--|
| <input type="checkbox"/> | SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT
(PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT) |
|--------------------------|--|

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | GO READY FORM (FORM 1250)
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
<u>POBoxCEServiceRequest@cmsenergy.com</u> |
|-------------------------------------|---|

- | | |
|--------------------------|---|
| <input type="checkbox"/> | SITE READY PHOTO(S)
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
<u>POBoxCEServiceRequest@cmsenergy.com</u> |
|--------------------------|---|

- | | |
|--------------------------|--------|
| <input type="checkbox"/> | OTHER: |
|--------------------------|--------|

NOTIFICATION REFERENCE NUMBERS

ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	1068516391
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	



NOSAN VENTURES LLC
32000 NORTHWESTERN HWY 195
FARMINGTON HILLS MI 48334-1510

Amount Due: **\$655.00**

Please pay by: **October 24, 2023**

Invoice Number	
PO Number	
PO Date	
Bill Date	10/10/23

25240 FRANKLIN PARK DR FRANKLIN - NOTIFICATION NUMBER (s): - 1068516391 - - - -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas REIM Retire Service	1.0 EA	\$655.00	\$655.00
TOTAL DUE:			\$655.00
See Page 2 for Payment Options.			
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan			

INVOICE QUESTIONS - Contact: **Timothy Acho -248-514-7708** -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Amount Due: **\$655.00**

Please pay by: **October 24, 2023**

Enclosed:

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to Consumers Energy Service Request, Rm. 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1068516391

Service Address: 25240 FRANKLIN PARK DR, FRANKLIN

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Is the site at rough grade?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Site Ready Photo. Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Other: This is a disconnect only for demolition. All underground work is adjacent to Franklin Park Drive. Meter may be removed from the house at your discretion

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: Terry Nosan

Signature

Date: 10/11/23

**NOTICE FOR NATURAL GAS AND ELECTRIC CUSTOMERS
WINTER CONSTRUCTION/PRACTICAL DIFFICULTIES CHARGES**

An **additional** construction charge of \$3.00 per foot for **all underground construction footage** will be applied to gas and electric facilities installed **starting December 15, 2023 through April 1, 2024**. To help you avoid this charge, we have included important dates and site requirements below. Please note that **Electrical inspection is a requirement for construction for Electric and Joint trench requests**.

**NATURAL GAS AND UNDERGROUND ELECTRIC SERVICE
FROM EXISTING FACILITIES**

Applications/request for service **must be received on or before November 1, 2023; the job site must be ready including inspection; and all required permits, easements (if applicable) and estimated payments must be received on or before November 23, 2023**. (Please note that the November 23, 2023, payment deadline replaces the payment due date listed at the top of your invoice.)

If you are in the early stages of construction, please make sure your basement (or foundation) is backfilled, and the service route from the building to the property line is leveled and sloped for appropriate grade. Please keep this route clear of all dirt and building materials so that our employees can work safely and efficiently.

If you're unable to meet the above dates or site conditions, you may want to consider installing conduit for your Consumers Energy natural gas and/or electric service. Conduits that are properly installed and usable will not incur the winter charges.

GAS MAIN AND UNDERGROUND PRIMARY ELECTRIC EXTENSIONS

Application/request for main and primary underground electric extension **must be made on or before October 2, 2023, and the following must be completed on or before November 1, 2023:**

1. All payments must be made in advance, including your service payment. Please note that the November 1, payment deadline replaces the payment due date listed at the top of your invoice.
2. Governmental agencies must have returned required construction permits.
3. The site must be clear and ready for construction, including the service route.
4. Consumers Energy must receive all required easements.

GAS METERS

You do **not** need to call us to request gas meter installation for single-unit buildings that require a 250 Metris meter. We will set gas meters within 2 days after the gas service has been installed.

To schedule installation of a gas meter for a multifamily building or building that requires a meter larger than a 250 Metris meter, please call us at (800) 477-5050. These installations require connecting a fuel line to our meter bracket and at least one permanent natural gas appliance. Also, we need your help to access the building. If your township requires a pressure test inspection tag, please verify this has been completed before requesting a meter set.

NOTE: To help us schedule your meter set when you need it and avoid delays, we suggest that you apply for your natural gas and electric service at the same time you apply for your building permit.

If you have any questions, please call your Project Coordinator or Service Technician:

Timothy Acho at 248-514-7708

\$655.00

Payment Total

Confirmation Number:



Payment Breakdown

Account Number:



Total Payment:

\$655.00

Balance After Payment:

\$0.00

Charged To:



Process Date:

Oct 11, 2023

MIKE LALONE, INC.

1366 S Ortonville Rd
Ortonville, MI 48462
(248) 625-0550

State Lic #63-0817 Fein #38-3278354

Estimate

DATE	ESTIMATE #
10/5/23	13576

**QUOTE IS VALID
FOR 30 DAYS**

NAME / ADDRESS
Nosan Homes 27250 Franklin Park

RECEIVED

NOV 10 2023

VILLAGE OF FRANKLIN, MI

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
Well abandonment, Plugging of: OCHD permit(s), removal of all pumping equipment in well, complete survey of well, construction, depth, water level, etc. filling of well casing with bentonite (chips or slurry), termination of casing, surface landmarks, GPS. OCHD, MDEQ abandon well record.	1	500.00	500.00
Baroid Hole Plug one bag dose 8ft in a 4" well	10	22.00	220.00
Cutting well off below ground if you want \$125.00		0.00	0.00
NOTE! Quote is based on the best guess of the well construction. Final invoice will be adjusted to reflect the true material and time for the project		0.00	0.00
Thank You For Your Business.			TOTAL \$720.00



TREE APPLICATION

INSPECTIONS (248) 626-1601

PERMIT # **PT -**
RECEIVED

NOV 10 2023

VILLAGE OF FRANKLIN, MI

32325 Franklin Rd • Franklin MI 48025-1199 • Phone (248) 626-9666 • Fax (248) 626-0538

The undersigned hereby applies for a permit to (describe project)

Current market value of project \$ _____

SUBMIT CHECKLIST WITH APPLICATION

I. LOCATION OF PROJECT		Historic District? <input type="checkbox"/> yes <input type="checkbox"/> no	Zoning District
Address: 25240 FRANKLIN PARK DR.			
City/Village: FRANKLIN	Township: SOUTHFIELD	County: OAKLAND	Zip Code: 48025
Between LUCERNE		And MOUNTAIN VIEW	
II. PARCEL IDENTIFICATION # 24-05-327-004			
A. OWNER OR LESSEE ERIC J. FRENSEE DECL. OF TRUST DATED 12-14-05			
Name: ERIC FRENSEE		Telephone No: [REDACTED]	
Address: 511 WALLACE ST.	City: BIRMINGHAM	State: MI	Zip Code: 48009
B. ARCHITECT OR ENGINEER			
Name:		Telephone No:	
Address:	City:	State:	Zip Code:
License No:		Expiration Date:	
C. CONTRACTOR			
Name: NOSAN VENTURES LLC		Telephone No: 248-932-5444	
Address: 32000 NORTHWESTERN HWY #195	City: FARMINGTON HILLS	State: MI	Zip Code: 48334
License No: 210-2200-863		Expiration Date:	
Federal Employer Number or Reason for Exemption: [REDACTED]			
Worker's Comp Insurance Carrier or Reason for Exemption: TRAVELERS			
MESC Employer Number or Reason for Exemption:			
III. TYPE OF IMPROVEMENT AND PLAN REVIEW			
A. TYPE OF IMPROVEMENT			
<input type="checkbox"/> New Building <input type="checkbox"/> Addition / Remodel <input type="checkbox"/> Demolition <input type="checkbox"/> Property <input type="checkbox"/> Other			
B. REVIEW(s) TO BE PERFORMED			
<input type="checkbox"/> Building / Trades <input type="checkbox"/> Engineering <input type="checkbox"/> Arborist <input type="checkbox"/> Legal <input type="checkbox"/> Other			

VI. APPLICANT INFORMATION:

Applicant is responsible for the payment of all fees and charges applicable to this application and must provide the following information:

Name: NUSAN VENTURES LLC		Telephone No. 248-932-5444	
Address: 32000 NORTHWESTERN HWY #145	City: FARMINGTON HILLS	State: MI	ZIP: 48334
Federal ID no. (if applicable) [REDACTED]		email address:	

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.

Section 23a of the State Construction Code Act of 1972, Act No. 230 of the Public Acts of 1972, being Section 125.1523a of the Michigan Compiled Laws, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who perform work on a residential building or a residential structure. Violators of Section 23a are subject to civil fines.

Signature of Applicant

Print Name

Application Date

VII. FOR INTERNAL USE ONLY

	REQUIRED	APP / REJ	DATE	BY
A ~ BUILDING PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
B ~ CULVERT PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
C ~ FENCE PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
D ~ FLOODPLAIN PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
E ~ LANDFILL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
F ~ SOIL EROSION PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
G ~ TREE REMOVAL PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
H ~ WETLANDS PERMIT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
I ~ HISTORIC DISTRICT	<input type="checkbox"/> Yes <input type="checkbox"/> No			
J ~ ZONING BOARD **	<input type="checkbox"/> Yes <input type="checkbox"/> No			

** Zoning District

Required Setback _____ Front _____ / _____ Side _____ Back

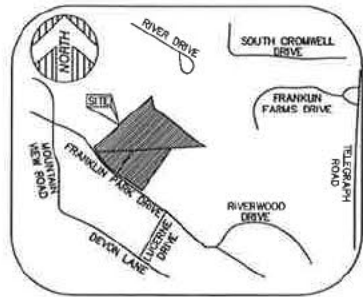
Proposed Setback _____ Front _____ / _____ Side _____ Back

VIII. VALIDATION**DATE STAMP**

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL



VICINITY MAP
(NOT TO SCALE)

PARCEL AREA

PARCEL ID: 24-05-327-005:
(TO TRAVERSE LINE)
71,047.8 SQUARE FEET = 1.63± ACRES
(TO PROPERTY LINE)
95,764.8 SQUARE FEET = 2.20± ACRES
PARCEL ID: 24-05-327-006:
10,939.8 SQUARE FEET = 0.25± ACRES
PARCEL ID: 24-05-327-007:
25,679.4 SQUARE FEET = 0.59± ACRES
TOTAL:
(TO TRAVERSE LINE)
111,665.8 SQUARE FEET = 2.56± ACRES
(TO PROPERTY LINE)
136,302.8 SQUARE FEET = 3.13± ACRES

BASIS OF BEARING

SOUTH 54°57'30" EAST, BEING THE NORTHEASTERLY
LINE OF FRANKLIN PARK PER MICHIGAN STATE PLANE
COORDINATES.

BENCHMARK

SITE BENCHMARK #1
NAIL IN EAST FACE 42" TREE, ±35' WEST OF FRONT DOOR OF HOUSE.
ELEVATION = 774.58' (NAVD 83)

SITE BENCHMARK #2
NAIL IN 14" TREE, ±45' NORTHEAST OF HOUSE.
ELEVATION = 760.22' (NAVD 83)

FLOOD NOTE

SUBJECT PARCEL LIES WITHIN:

ZONE X: AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL
CHANCE FLOODPLAIN.

SPECIAL FLOOD HAZARD AREA (ZONE AE). BASE FLOOD ELEVATIONS
DETERMINED. BASE FLOOD ELEVATION = 729'±

AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 26125C0518F,
DATED 9/29/2006, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT
AGENCY.

LEGEND

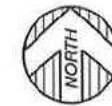
- SET 1/2" REBAR WITH CAP P.S. 47976
- ▲ SET MAG NAIL
- ✕ SET X-CUT
- POINT ON LINE
- ⊙ FOUND MONUMENT (AS NOTED)
- (C) CALCULATED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- GROUND ELEVATION
- ELECTRIC METER
- UTILITY POLE
- GAS METER
- SANITARY MANHOLE
- WELL
- AIR CONDITIONING UNIT
- LIGHTPOST/LAMP POST
- DECIDUOUS TREE (AS NOTED)
- PARCEL BOUNDARY LINE
- PLATTED LOT LINE
- ADJOINER PARCEL LINE
- SECTION LINE
- EASEMENT (AS NOTED)
- EASEMENT CENTERLINE
- RIGHT-OF-WAY
- BUILDING
- BUILDING OVERHANG
- EDGE OF CONCRETE (CONC.)
- EDGE OF ASPHALT (ASPH.)
- ✕ FENCE (AS NOTED)
- WALL (AS NOTED)
- OVERHEAD UTILITY LINE
- GAS LINE
- SANITARY LINE
- UNDERGROUND PIPE (AS NOTED)
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- BUILDING AREA
- ASPHALT
- CONCRETE



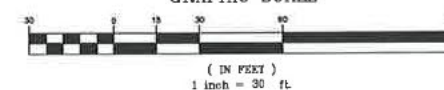
RECEIVED

NOV 10 2023

VILLAGE OF FRANKLIN, MI



GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

PROPERTY DESCRIPTION

THE LAND IS DESCRIBED AS FOLLOWS: SITUATED IN THE VILLAGE OF FRANKLIN,
COUNTY OF OAKLAND, STATE OF MICHIGAN

PARCEL 1:
LOT 52, SUPERVISOR'S PLAT OF FRANKLIN RIVER HILLS, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN LIBER 34, PAGE 50 OF
PLATS, OAKLAND COUNTY RECORDS.

PARCEL 2:
LOTS 47 AND 48, GEO. WELLINGTON SMITH'S FRANKLIN PARK HEIGHTS,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN
LIBER 42, PAGE 3, OAKLAND COUNTY RECORDS.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE ATA NATIONAL TITLE GROUP,
LLC FILE NO. 63-2366308-BLM, DATED JUNE 26, 2023, AND RELISTED BELOW
WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS
PERFORMED BY THE CERTIFYING SURVEYOR.

10. TERMS, CONDITIONS AND PROVISIONS WHICH ARE RECITED IN STATEMENT OF
NECESSITY AND DECLARATION OF TAKING RECORDED IN LIBER 15371, PAGE
428, OAKLAND COUNTY RECORDS, AS TO PARCEL 1. (IS IN REFERENCE TO THE
SANITARY LINE WITHIN FRANKLIN PARK DRIVE RIGHT OF WAY, SEE DOCUMENT
FOR TERMS AND CONDITIONS)

11. TERMS, CONDITIONS AND PROVISIONS WHICH ARE RECITED IN ORDER
DETERMINING NECESSITY AND GRANTING RIGHT OF ENTRY RECORDED IN LIBER
15591, PAGE 935, OAKLAND COUNTY RECORDS, AS TO PARCEL 1. (IS IN
REFERENCE TO THE SANITARY LINE WITHIN FRANKLIN PARK DRIVE RIGHT OF
WAY, SEE DOCUMENT FOR TERMS AND CONDITIONS)

12. TERMS, CONDITIONS AND PROVISIONS WHICH ARE RECITED IN DEFAULT
JUDGMENT AND DETERMINATION 12 OF COMPENSATION PAYABLE RECORDED IN
LIBER 15591, PAGE 638, OAKLAND COUNTY RECORDS, AS TO PARCEL 1. (SEE
DOCUMENT FOR TERMS AND CONDITIONS)

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY
INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES
THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN
THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES
NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT
LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED
AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR
HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE
STRUCTURE INVENTORY SHOWN HEREON.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO TERRY KOSAN; ATA NATIONAL TITLE GROUP, LLC; AND
STEWART TITLE GUARANTY COMPANY THAT I HAVE SURVEYED THE PROPERTY
HEREIN DESCRIBED. THE ELEVATIONS SHOWN HEREON ARE BASED ON A FIELD
SURVEY AND THE DRAWING HEREON DELINEATES IS A CORRECT
REPRESENTATION OF THE SAME.

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPONTE, MI 48021
TSycko@kemttec-survey.com

ALTA / NSPS LAND TITLE SURVEY

PREPARED FOR: ERIC FRENSEE
25240 FRANKLIN PARK DRIVE,
FRANKLIN, MICHIGAN
PART OF SECTION 5,
TOWN 1 NORTH, RANGE 10 EAST

PROFESSIONAL ENGINEERING,
SURVEYING & ENVIRONMENTAL
SERVICES
KEM-TEC
A GROUP OF COMPANIES
Established 1982
800.333.2222 010.761.8677
www.kemttecgroupofcompanies.com

DATE PLOTTED	05/15/24	07/05/23
DATE PLOTTED	07/05/23	07/05/23
DATE	JULY 06, 2023	MPJ
PROJECT NO.	23-01363	DATE

TREE INVENTORY for: 25240 Franklin Park Drive, Village of Franklin, Michigan										
Tree #	d.b.h. (inches)	Botanical Name	Common Name	Condition	Canopy Radius (feet)	Height (ft)	Comments	Remove	Replacement Require	(N) Not Regulated (s = size, sp = species, c = condition)
2707		38 <i>Quercus spp.</i>	Oak (white family)	fair	38	H	- Dead branch(es)	N		
2708		18 <i>Prunus serotina</i>	Black Cherry	fair	18	H	- Leaning	N		
2709		10 <i>Ostrya virginiana</i>	American Hophornbeam	fair	10		- Contorted crown	N	0.0	N (sp)
2710		17 <i>Acer negundo</i>	Boxelder	fair	17		- Contorted crown	Y	0.0	N (c)
2711		24 ---	---	dead	---			Y		N (c)
2712		16 <i>Acer platanoides</i>	Norway Maple	fair	16		- Contorted crown	N		
2713		26 <i>Pinus nigra</i>	Austrian Pine	poor	26		- 75% or more dead	Y	0.0	N (c)
2714		6 <i>Acer platanoides</i>	Norway Maple	fair	6		- Contorted crown	N		
2715		22 <i>Acer platanoides</i>	Norway Maple	fair	22		- Contorted crown	N		
2716		6 / 6 / ... <i>Taxus spp.</i>	Yew	fair	6		- Dead branch(es)	N		
2717		12 <i>Morus spp.</i>	Mulberry	fair	12		- Contorted crown	Y	0.0	N (sp)
2718		22 <i>Juglans spp.</i>	Walnut	good	22			N		
2719		17 <i>Quercus spp.</i>	Oak (red family)	fair	17		- Dead branch(es)	N		
2720		27 ---	---	dead	---			Y	0.0	N (c)
2721		5 / 3 <i>Malus spp.</i>	Apple	poor	5		- Extensive rot & dead branches	Y	0.0	N (s, c)
2722		26 ---	---	dead	---			Y	0.0	N (c)
2723		13 / 11 <i>Malus spp.</i>	Apple	poor	13		- Extensive rot/hollow @ crotch	Y	0.0	N (c)
2724		14 / 12 <i>Malus spp.</i>	Apple	fair	14		- Rot in trunk	Y	3.0	
2725		57 <i>Acer saccharinum</i>	Silver Maple	fair	57		- Mushrooms/conks on trunk/@ base	Y	3.0	
2726		13 / 11 <i>Malus spp.</i>	Apple	poor	13		- 50% or more dead	Y	0.0	N (c)
2727		15 / 12 <i>Malus spp.</i>	Apple	fair	15		- Rot in trunk	Y	3.0	
2728		14 <i>Malus spp.</i>	Apple	poor	14		- 75% or more dead	Y	0.0	N (c)
2729		13 / 9 <i>Pinus spp.</i>	Fruiting Pine	fair	13		- Rot in trunk	Y	3.0	N (c)
2730		28 / 16 <i>Acer saccharinum</i>	Silver Maple	poor	28		- Extensive rot & dead branches	Y	0.0	N (c)
2731		19 / 15 <i>Pinus strobus</i>	Scotch Pine	fair	19	H	- V-shaped crotch(es)	N		
2732		20 <i>Malus spp.</i>	Apple	poor	20		- Hollow & missing leader	Y	0.0	N (c)
2733		13 <i>Malus spp.</i>	Apple	poor	13		- Hollow & missing leader	Y	0.0	N (c)
2734		10 / 8 <i>Malus spp.</i>	Apple	poor	10		- Hollow/ extensive rot	Y	0.0	N (c)
2735		16 / 15 / 13 <i>Morus spp.</i>	Mulberry	poor	16		- Splitting apart	Y	0.0	N (sp, c)
2736		17 <i>Malus spp.</i>	Apple	poor	17		- Hollow/ extensive rot	Y	0.0	N (c)
2737		12 / 12 / 7 <i>Morus spp.</i>	Mulberry	fair	12		- Contorted crown	Y	0.0	N (sp)
2738		53 <i>Ulmus pumila</i>	Siberian Elm	fair	53		- Rot in trunk	Y	0.0	N (sp)
2739		14 / 11 <i>Ostrya virginiana</i>	American Hophornbeam	fair	14		- V-shaped crotch(es)	Y	3.0	
2740		3 / 2 <i>Rhamnus cathartica</i>	Common Buckthorn	fair	3		- Contorted crown	Y	0.0	N (s, sp)
2741		7 <i>Rhamnus cathartica</i>	Common Buckthorn	fair	7		- Contorted crown	Y	0.0	N (sp)
2742		2 / 2 / ... <i>Rhamnus cathartica</i>	Common Buckthorn	fair	2		- Contorted crown	Y	0.0	N (s, sp)
2743		4 / 4 / 4 / 3 / ... <i>Rhamnus cathartica</i>	Common Buckthorn	fair	4		- Contorted crown	Y	0.0	N (s, sp)
2744		4 / 4 / 3 / 3 / ... <i>Rhamnus cathartica</i>	Common Buckthorn	fair	4		- Contorted crown	Y	0.0	N (s, sp)
2745		6 / 6 / ... <i>Rhamnus cathartica</i>	Common Buckthorn	fair	6		- Contorted crown	Y	0.0	N (sp)
2746		9 <i>Juniperus virginiana</i>	Redcedar	fair	9		- Sparse foliage/ crown	N		
2747		8 <i>Juniperus virginiana</i>	Redcedar	fair	8		- Sparse foliage/ crown	N		
2748		8 <i>Juniperus virginiana</i>	Redcedar	fair	8		- Sparse foliage/ crown	N		
2749		9 <i>Juniperus virginiana</i>	Redcedar	fair	9		- Sparse foliage/ crown	N		
2750		9 <i>Juniperus virginiana</i>	Redcedar	fair	9		- Sparse foliage/ crown	N		
2751		8 <i>Juniperus virginiana</i>	Redcedar	fair	8		- Sparse foliage/ crown	N		
2752		7 <i>Juniperus virginiana</i>	Redcedar	fair	7		- Sparse foliage/ crown	N		
2753		10 <i>Juniperus virginiana</i>	Redcedar	fair	10		- Sparse foliage/ crown	N		
2754		9 / 5 ---	---	dead	---			Y	0.0	N (c)
2755		36 <i>Quercus spp.</i>	Oak (red family)	fair	36	H	- Dead branch(es)	Y	18.0	
2756		15 <i>Ulmus spp.</i>	Elm (except pumila & americana)	fair	15		- Contorted crown	Y	3.0	
2757		21 <i>Acer rubrum</i>	Red Maple	fair	21	H	- Dead branch(es)	N		
2758		4 / 3 / ... <i>Rhamnus cathartica</i>	Common Buckthorn	fair	4		- Contorted crown	Y	0.0	N (s, sp)
2759		36 <i>Quercus spp.</i>	Oak (red family)	poor	36		- Extensive rot & dead branches	Y	0.0	N (c)
2760		8 / 7 <i>Acer platanoides</i>	Norway Maple	fair	8		- Contorted crown	Y	3.0	
2761		9 <i>Acer platanoides</i>	Norway Maple	fair	9		- Leaning	Y	3.0	
2762		16 <i>Acer platanoides</i>	Norway Maple	fair	16		- Dead branch(es)	N		
2763		32 ---	---	dead	---			Y	0.0	N (c)
2764		25 <i>Quercus spp.</i>	Oak (white family)	fair	25	H	- Significantly bent over base	Y	12.5	
2765		6 <i>Prunus serotina</i>	Black Cherry	fair	6		- Contorted crown	Y	3.0	
2766		12 <i>Acer platanoides</i>	Norway Maple	fair	12		- Bent/ crooked/ bowed leader	Y	3.0	
2767		7 / 4 <i>Ulmus pumila</i>	Siberian Elm	poor	7		- 75% or more dead	Y	0.0	N (sp, c)
2768		9 <i>Ulmus pumila</i>	Siberian Elm	fair	9		- Dead branch(es)	Y	0.0	N (sp)
2769		17 <i>Ulmus pumila</i>	Siberian Elm	fair	17		- Dead branch(es)	Y	0.0	N (sp)
2770		14 <i>Ulmus pumila</i>	Siberian Elm	fair	14		- Dead branch(es)	Y	0.0	N (sp)
2771		12 / 11 <i>Ulmus pumila</i>	Siberian Elm	fair	12		- Dead branch(es)	Y	0.0	N (sp)
2772		13 <i>Prunus serotina</i>	Black Cherry	poor	10		- 75% or more dead	Y	0.0	N (c)
2773		8 <i>Quercus spp.</i>	Oak (red family)	fair	8		- Crowded	N		
2774		10 <i>Morus spp.</i>	Mulberry	poor	10		- Extensive rot & dead branches	Y	0.0	N (sp, c)
2775		36 <i>Quercus spp.</i>	Oak (white family)	fair	36	H	- Rot in trunk	N		
2776		6 <i>Ostrya virginiana</i>	American Hophornbeam	poor	6		- 50% or more dead	Y	0.0	
2777		8 <i>Ostrya virginiana</i>	American Hophornbeam	fair	8		- Mushrooms/conks on trunk/@ base	Y	3.0	N (c)
2778		9 / 9 / 6 <i>Prunus serotina</i>	Black Cherry	fair	9		- V-shaped crotch(es)	N		
2779		4 / 2 / 2 / 2 / ... <i>Cornus spp.</i>	Dogwood	fair	4		- Contorted crown	Y	0.0	N (c)
Total									63.5 inches	



MCKENNA

May 20, 2023

Village Council
Village of Franklin
32325 Franklin Road
Franklin, Michigan 48025

Subject: Public Institutional Rezoning

Location: Various Locations—See Map and Chart

Applicant: Initiated by the Franklin Village Council

Dear Council Members:

PLANNING COMMISSION RECOMMENDATION

In response to the April 10, 2023, Resolution from Village Council regarding Public Institutional Zoning, the Planning Commission initiated the process of rezoning several properties in the Village that are used for public or quasi-public purposes to Public Institutional District.

The rezoning process commenced with a public hearing, which was held on May 17, 2023. Properties that were included in the public hearing notice are shown on Map 1 and identified in Table 1. There were no comments from the public at the hearing.

Planning Commission discussion focused on the consistency of the rezoning with the Master Plan and options for use of the properties currently zoned C-1 (the Post Office and the Fire Station). Upon conclusion of discussion, a motion was approved that recommends rezoning all the properties in Table 1 to PI, **except** for the Post Office parcel. The motion was approved by a vote of 3-1. The motion was approved with the understanding that the Future Land Use Map in the 2023 Master Plan, which is currently under review, will be amended to designate the Bowden Road property as Public and Quasi-Public.

BACKGROUND INFORMATION

In July 2021 the Village Council adopted Chapter 1259 of the Village Code, which established the PI, Public Institutional District. According to Section 1259.01, the purpose of this District is as follows:

The PI Public Institutional District is intended to recognize the public, quasi-public, and institutional nature of particular parcels of land and provide standards and guidelines for their continued use and future development; to ensure that those public, quasi-public, and institutional land uses will be compatible with the surrounding districts and uses; and to ensure that the public, quasi-public, and institutional use of property will promote the most desirable use of land in accordance with the Village's Master Plan.

At the time the PI district was established, no properties in the Village were rezoned. Now that the Village Council has initiated this rezoning, pursuant to Section 1246.01 of the Village Code, the Planning Commission must review the proposal and provide a recommendation to the Village Council.

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PROPERTIES ORIGINALLY PROPOSED TO BE REZONED

Table 1 identifies the properties that were originally proposed to be rezoned. A map attached to this letter shows the locations of the properties.

Table 1: Properties Proposed to Be Rezoned

Property	Address	Parcel Identification No.	Current Zoning
Franklin Village Offices, including related buildings and land (e.g., Kreger house and barn)	32325 Franklin Rd.	24-06-257-022	R-1, Low Density Residential
Franklin/Bingham Farms Police Department	32311 Franklin Rd.	24-06-257-022	R-1, Low Density Residential
Franklin Library (located on Village Green)	32455 Franklin Rd.	24-06-253-024	R-1, Low Density Residential
FCA Owned recreation fields and related facilities and land	No address	24-06-252-010 & 24-06-257-020	R-1, Low Density Residential
Franklin Village Green	No address	24-06-253-024	R-1, Low Density Residential
Franklin Community Church	26425 Wellington Rd.	24-06-252-001	R-1, Low Density Residential
Franklin/Bingham Farms Fire Department	32707 Franklin Rd.	24-06-203-021	C-1, Local Business & R-1, Low Density Residential
Franklin Historical Museum and adjoining property	26165 Thirteen Mile Rd.	24-07-226-006	R-L, Large Lot Residential
Huda School	32220 Franklin Rd.	24-06-278-012, 24-06-278-014 & 24-06-278-015	R-L, Large Lot Residential
U. S. Post Office – Franklin Branch	32406 Franklin Rd.	24-06-276-003	C-1, Local Business
Franklin Cemetery	No address	24-06-257-023	R-1, Low Density Residential



Property	Address	Parcel Identification No.	Current Zoning
Bowden Road Property (currently vacant)	No address	24-06-279-002	R-1, Low Density Residential

CURRENT ZONING

As noted in Table 1, almost all the subject properties are currently zoned single-family residential, except for the following two:

- The portion of the Franklin/Bingham Farms Fire Department property that fronts on Franklin Road is zoned C-1, Local Business.
- The U. S. Post Office is zoned C-1, Local Business.

A key feature of the current single-family zoning is that most of the existing uses on the subject properties are Special Approval Uses, including municipal buildings, churches, schools, public utility buildings, and museums. Consequently, these uses are subject to a more rigorous review process, including a public hearing, whenever a development proposal is submitted. Municipal parks and municipal recreation areas operated exclusively for the use and enjoyment of the public are Principal Permitted Uses in single-family districts. Under the Public Institutional zoning, all these uses would be Principal Permitted Uses.

Another consideration with respect to the current single-family zoning is that single-family detached dwellings are Principal Permitted Uses. Thus, theoretically the FCA, Huda School, or the Franklin Community Church could develop single family dwellings on their properties without the need for any special approvals. If rezoned to Public Institutional district, this right would no longer exist. (According to the Village Charter, a vote of the electorate is required to acquire real property; however, it is not clear if a vote of the electorate is required to dispose of real property in the event that the Village wanted to develop its property.)

In the C-1, Local Business District, publicly-owned buildings are Principal Permitted Uses. Thus, the Franklin/Bingham Farms Fire Department is a permitted use. Our understanding is that the U. S. Post Office building is leased from a private owner. If this is the case, it is a nonconforming building. Under the Public Institutional zoning, both uses would be Principal Permitted Uses and the Post Office would become conforming.

Under the current C-1 zoning, the Fire Department and Post Office properties could be redeveloped for a variety of uses, including offices, automobile service stations, banks, retail stores, laundry or dry-cleaning establishments, restaurants, repair shops, and single-family residential when located on the second floor of a building occupied by retail, service, or office on the first floor. If rezoned to Public Institutional district, the ability to develop these uses would no longer exist.

FUTURE LAND USE CONSIDERATIONS

The Future Land Use Map that is a part of the *adopted* 2015 Master Plan designates all the subject properties as Public and Quasi-Public, except for the following:

- The Franklin Historical Museum and adjoining property is designated Large Lot Residential.
- The Bowden Road Property is designated Low Density Residential.



- The residential structure on Vincennes Road that is part of the Franklin/Bingham Farms Fire Department property is designated Low Density Residential.

Public Institutional zoning is inconsistent with Large Lot Residential and Low Density Residential designations.

The Future Land Use Map that is part of the *unadopted* 2023 Master Plan designates all of the subject properties as Public and Quasi-Public, except for the Bowden Road Property and the Franklin/Bingham Farms Fire Department's Vincennes Road property, which are both designated Low Density Residential.

SURROUNDING LAND USE

Table 2 indicates the existing land use surrounding all the properties that are subject to rezoning. We do not believe the Public Institutional rezoning will create incompatibilities with existing surrounding land use, primarily because the range of permitted uses would be limited to uses that are now present on the properties.

Table 2: Surrounding Land Use

Property	North	South	East	West
Franklin Village Offices, including related buildings and land (e.g., Kreger house and barn)	Village Green	Police Department	Residential	FCA Grounds
Franklin/Bingham Farms Police Department	Municipal Offices	Village-Owned Property, Franklin Cemetery	Residential, Huda School Property	FCA Grounds
Franklin Library (located on Village Green)	Commercial	Village Green	Commercial	Village Green
FCA Owned recreation fields and related facilities and land	Franklin Community Church	Village-Owned Property, Franklin Cemetery	Municipal Buildings	Residential
Franklin Village Green	Commercial, Residential	Municipal Buildings	Commercial, U. S. Post Office	Franklin Community Church
Franklin Community Church	Residential	FCA Grounds	Village Green	Residential
Franklin/Bingham Farms Fire Department	Commercial	Residential	Commercial	Residential
Franklin Historical Museum and adjoining property	Residential	Residential	Residential	Residential



Property	North	South	East	West
Huda School	Residential	Residential	Residential	Franklin Cemetery, Police Department
U. S. Post Office – Franklin Branch	Commercial	Residential	Residential	Village Green
Franklin Cemetery	Village-Owned Property	Residential	Residential, Huda School	Residential
Bowden Road Property (currently vacant)	Residential	Residential	Residential	Residential

ORDINANCE CONSIDERATIONS

Section 1246.02(b)(1) lists five criteria the Planning Commission and Village Council must take into consideration when evaluating a proposed amendment. Following is our review of those five criteria:

- The amendment shall address the needs of the state's citizens for food, fiber, energy, and other natural resources, places of residence, recreation, industry, trade, service, and other uses of land.* **Response:** The amendment addresses the need for recreation, service, and public use, by assuring that the properties will be reserved for these purposes into the future.
- The amendment shall ensure that use of the land is situated in appropriate locations and relationships.* **Response:** As noted in the discussion of current land use the Public Institutional rezoning will not create incompatibilities with existing surrounding land use, primarily because the range of permitted uses would be limited to uses that are now present on the properties.
- The amendment shall limit the inappropriate overcrowding of land and congestion of population, transportation systems, sewage, and other public facilities.* **Response:** The amendment would limit overcrowding by protecting open space in the Village from inappropriate development.
- The amendment shall facilitate adequate and efficient provision for transportation systems, sewage disposal, water, energy, education, recreation, and other public service and facility requirements.* **Response:** The amendment deals primarily with public service and facility requirements by making sure that essential Village properties are properly zoned.
- The amendment shall promote public health, safety, and welfare.* **Response:** The best measure of public health, safety, and welfare is consistency with the Master Plan. As noted above, the proposed amendment is generally consistent with the Future Land Use Plan and it is definitely consistent with the goals of the Master Plan with respect to development of the Village Center.

Section 1246.02(b)(2) also indicates that *a zoning amendment shall be evaluated with consideration of the character of the district(s) affected, its peculiar suitability for particular uses, the conservation of property values and natural resources, and the general and appropriate trend and character of land, building, and population development.* **Response:** The character of the districts affected is public or quasi-public, which is the reason the



properties are being considered for rezoning. Preservation of these public and quasi-public areas is one reason that Franklin is a highly valued community in which to live, so we believe the rezoning will support conservation of property values. On certain properties considered for rezoning, such as the museum parcel (aka Jenstan parcel), the rezoning will conserve natural resources. The rezoning is consistent with the uses and activities already occurring on the subject properties.

KEY FINDINGS

This report has made the following key findings:

1. The proposed rezonings are largely consistent with the purpose of the Public Institutional District.
2. Under the current zoning, most of the existing uses of the subject properties are Special Approval Uses. Under the proposed PI zoning, the existing uses would become Principal Permitted Uses.
3. The U.S. Post Office building is currently nonconforming. Under PI zoning, it would be conforming. However, rezoning to PI would limit the development options for the parcel if the Post Office ever ceased operating at that location.
4. The proposed rezonings are largely consistent with the adopted 2015 and proposed 2023 Master Plans. The Bowden Road Property should be designated Public or Quasi-Public on the Future Land Use Map in the 2023 Master Plan before it is adopted, since the property is used for a public purpose (it has drainage pipes running through it).
5. The Public Institutional rezoning will not create incompatibilities with existing surrounding land use, primarily because the range of permitted uses would be limited to uses that are now present on the properties.
6. The proposed rezoning satisfies the criteria the Planning Commission and Village Council are required to consider in Sections 1246.02(b)(1) and 1246.02(b)(2).

CONCLUSION

In consideration of the above findings, the Planning Commission recommends rezoning all the properties in Table 1 to PI, **except** for the Post Office parcel. In addition, the Future Land Use Map that is included in the 2023 Master Plan should be amended to designate the Bowden Road property as Public and Quasi-Public.





Respectfully submitted,

McKENNA

Christopher J. Doozan, AICP
Community Planning Consultant

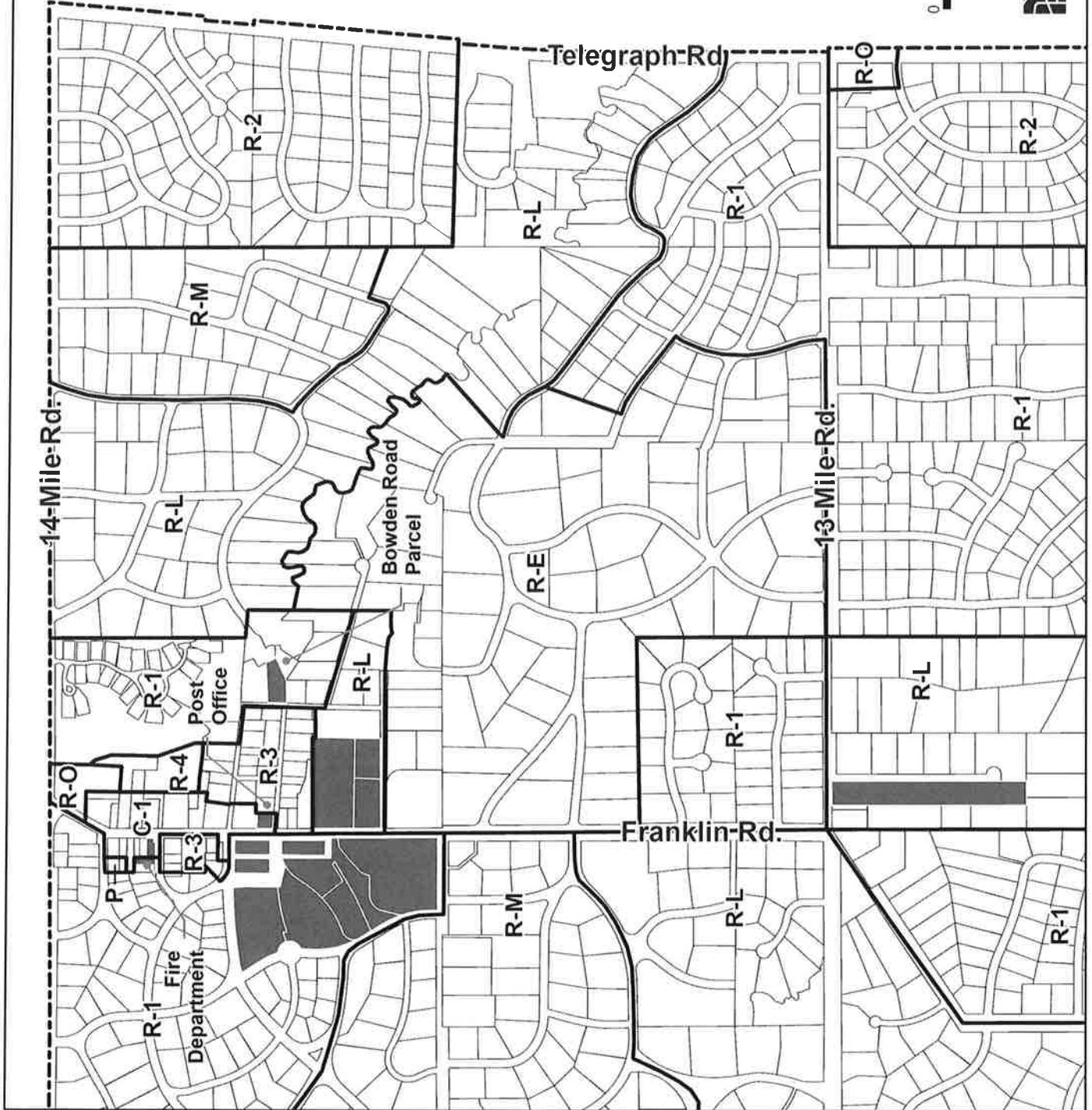
c: Roger Fraser, Village Administrator
Dana Hughes, Village Clerk
Peter Halick, Planning Commission Chairman

LEGEND

-  Rezoning
-  Parcels
-  Parcel Boundaries
-  Village of Franklin Boundary

Zoning Districts

- R-E Estate Residential
- R-L Large Lot Residential
- R-M Modified Low Density Residential
- R-1 Low Density Residential
- R-2 Medium Low Density Residential
- R-3 Medium Density Residential
- R-4 Medium High Density Residential
- R-O Restricted Office
- C-1 Local Business
- P Vehicular Parking





MCKENNA

October 20, 2023

Village Council
Village of Franklin
32325 Franklin Road
Franklin, Michigan 48025

**Subject: Extenet Systems Small Cell Telecommunications Network
Special Land Use Review**

Location: 27008-27060 W. Thirteen Mile Rd. (south side of Thirteen Mile Road, between Rosemond Lane and Woodside Dr.)

Applicant: Philip Bys

Dear Council Members:

This case involves the erection of a 40-foot-high wooden pole on top of which a telecommunications antenna will be installed. Lower on the pole radios and various other ancillary equipment will be installed. The antenna and equipment are intended to improve T-Mobile cellular telephone service. The pole will be erected on the south side of Thirteen Mile Road, between Rosemond Lane and Woodside Drive.

REGULATORY AUTHORITY

Wireless telecommunication facilities are subject to special land use review and approval, pursuant to Chapter 1265 and Section 1268.30 of the Zoning Ordinance. Small cell wireless telecommunications facilities are also subject to the regulations in the Small Wireless Communications Facilities Deployment Act, Michigan Public Act 365 of 2018, as amended.

Act 365 establishes certain timelines within which the Village must review and approve an application. Once the application is deemed complete, the Village must approve or deny the application within 90 days after the application is received.

It is important to be aware that Chapter 1265 of the Village Code was adopted in 2013, whereas Act 365 was enacted five years later in 2018. Consequently, certain provisions in Chapter 1265 are superseded by provisions in Act 365 and are therefore not enforceable.

For example, Act 365 specifically states that a municipality cannot require an applicant to provide evidence of the need for the facility, even though Chapter 1265 contains this requirement. The 200-foot minimum setback requirement from residential dwellings specified in Chapter 1265 is also not enforceable.

The special land use procedures in Section 1268.32 of the Zoning Ordinance call for the Planning Commission to hold a public hearing upon the proposed special land use request. This hearing was held on October 18, 2023. The Planning Commission must then make a recommendation to the Village Council. At its discretion, the Village Council may also schedule a public hearing before making a decision

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REVISED SUBMITTAL

On October 17, 2023, the Village received a revised submittal package from the applicant, which included the following information:

- a. A set of revised plans dated October 13, 2023.
- b. A one-page document that is not dated or signed, which addresses specific Ordinance requirements.
- c. A letter to the Road Commission for Oakland County that indicates why it is infeasible to locate the antenna and equipment on an existing nearby pole.
- d. An FCC Authorization letter.

On October 20, 2023, we received plans that had been further revised to accurately show the distance from the center of Rosemond Lane to the proposed pole location, to satisfy the locational interests of an adjacent resident. The revised site plan is dated October 20, 2023.

REVIEW COMMENTS

The following review of the revised site plan and application materials focuses solely on the regulations in Village Code and Act 365 that the Village can legally enforce.

1. **Site Plan.** The site plan deficiencies identified in our September 16, 2023, letter to the Planning Commission have been addressed. The proposed wooden pole will be located 125 feet east of Rosemond Lane on the south side of Thirteen Mile Road, four feet from the paved portion of the road. A four-foot distance from the traveled portion of the road does not seem sufficient, but this determination should be left to the Road Commission.
2. **Contact Person.** The name, telephone number, and email address of a contact person for emergency purposes has been provided.
3. **Location on Existing Poles.** According to the letter to the RCOC referenced above, the antenna and equipment cannot be placed on other existing poles in the vicinity because of the amount of vegetation surrounding the poles, which will interfere with radio frequency (RF) propagation.
4. **Interference with Electronic Communications Equipment.** The Ordinance requires that a State licensed professional engineer document that the proposed facility will not cause interference with television, radio, telephone, or electronic communications or equipment in the vicinity. The applicant has submitted an FCC Authorization letter and asked if it would adequately address this requirement. The Planning Commission concurred with my opinion that the FCC letter does not address the Ordinance requirement.
5. **Reason for the Thirteen Mile Location.** The Ordinance requires the submittal of information to indicate the reason for placement of the proposed facility at the Thirteen Mile location. The applicant addresses this requirement on the one-page document referenced above (see item b). The selected location is based on where better cell phone reception is needed as well as the network design parameters.
6. **Applicant's Ownership or Lease Interest in the Facility.** This information, which is required by the Ordinance, has been provided on the one-page document referenced above (see item b).



DISCUSSION AND RECOMMENDATION

At the public hearing two residents expressed their opposition to the proposal. One resident commented that there was an informational session held in July at which several Woodside residents expressed their opposition. On the other hand, one Planning Commissioner pointed out that numerous residents have complained about poor cellular service in the Village, so the Village is fortunate to have one provider step up to improve its coverage. Another Commissioner pointed out that the proposal is consistent with Goal 13 in the proposed Master Plan, which deals with upgrading technology in the Village—an important concept since many people work from home and depend on reliable technology. Possible health and safety concerns were raised related to the electronic equipment to be installed, although these are not criteria for which a small wireless communications facility may be denied by a municipality under Act 365 of 2018.

Following discussion, the Planning Commission approved a motion to recommend the special land use proposal submitted by Extenet Systems, subject to the following conditions:

1. Placement of the proposed facility in the Thirteen Mile Road right-of-way shall be subject to approval by the Road Commission for Oakland County.
2. Prior to final approval by the Village Council, the applicant shall submit a letter from a State licensed professional engineer that documents that the proposed facility will not cause interference with television, radio, telephone, or electronic communications or equipment in the vicinity.
3. The Planning Commission recommends that the Village Council hold a public hearing prior to acting on this case.

There was a fourth condition asking me to confirm that the latest site plan shows the proposed pole is in the location desired by an adjacent resident, as agreed upon by Extenet. With the submittal of the October 20, 2023 site plan, the fourth condition has been addressed.

If you have any questions concerning this case, please feel free to contact me.

Respectfully submitted,

McKENNA

Christopher J. Doozan, AICP
Community Planning Consultant

c: Roger Fraser, Village Administrator
Dana Hughes, Village Clerk
Stuart Wooters, Planning Commission Chairman
Peter Gojcay, Village Attorney



MI-S000000039
TMO ID: DE0800BA_61LAB
27008-27060 W 13 MILE RD, FRANKLIN, MI 48025

PROJECT DESCRIPTION	VICINITY MAP	DRAWING INDEX
<p>THESE DRAWINGS DEPICT A PORTION OF A SMALL CELL SYSTEM TELECOMMUNICATIONS NETWORK, TO BE CONSTRUCTED, OWNED AND OPERATED BY EXTENET SYSTEMS, IN THE PUBLIC RIGHT OF WAY PURSUANT TO AUTHORITY GRANTED BY THE MICHIGAN METRO ACT.</p> <p>THE MAIN COMPONENTS OF THIS INSTALLATION ARE: THE INSTALLATION OF ONE (1) OMNI ANTENNA, TWO (2) RADIOS, ASSOCIATED ELECTRICAL COMPONENTS, AND MOUNTING BRACKETS AS REQUIRED, LOCATED ON NEW EXTENET CLASS 2 50'-0" WOOD UTILITY POLE.</p>		<p>T1 TITLE SHEET AND PROJECT INFORMATION</p> <p>T2 GENERAL NOTES, LEGEND, AND SYMBOLS</p> <p>A1 SITE PLANS</p> <p>A2 EQUIPMENT PLANS</p> <p>A2 SITE ELEVATIONS</p> <p>D1 EQUIPMENT DETAILS</p> <p>D2 EQUIPMENT DETAILS</p> <p>D3 EQUIPMENT DETAILS</p> <p>MDOT TRAFFIC CONTROL PLAN</p>
PROPRIETARY INFORMATION		
<p>THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY</p>		
PROJECT INFORMATION	CODE COMPLIANCE	PROJECT TEAM
<p>SITE NAME: DE_NEW_NODE 73 (DE0800BA_61LAB)</p> <p>ADDRESS: 27008-27060 W 13 MILE RD, FRANKLIN, MI 48025</p> <p>LATITUDE: 42.514729</p> <p>LONGITUDE: -83.316117</p> <p>JURISDICTIONS: FRANKLIN</p> <p>A.P.N./ TAX ID: TBD</p> <p>LOCATION: PUBLIC RIGHT OF WAY</p> <p>HUB NAME: DEH0056A</p> <p>HUB ADDRESS: TBD</p> <p>HUB LATITUDE: TBD</p> <p>HUB LONGITUDE: TBD</p>	<p>ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.</p> <div><div><ul style="list-style-type: none">2017 NATIONAL ELECTRICAL CODE2015 INTERNATIONAL BUILDING CODE2015 INTERNATIONAL MECHANICAL CODE2018 INTERNATIONAL PLUMBING CODE</div><div><ul style="list-style-type: none">2012 INTERNATIONAL FIRE CODECITY AND/OR COUNTY ORDINANCESLOCAL BUILDING CODE(S)</div></div>	<div><div><p>PROPERTY OWNER:</p><p>NAME: PUBLIC RIGHT OF WAY</p><p>ADDRESS: 27008-27060 W 13 MILE RD, FRANKLIN, MI 48025</p><p>APPLICANT:</p><p>EXTENET SYSTEMS, INC.</p><p>5844 JOHN HICKMAN PKWY, SUITE 600</p><p>FRISCO, TX 75034</p><p>PHONE: (630) 505-3800</p><p>FAX: (630) 577-1332</p></div><div><p>PLANNING/ZONING:</p><p>EXTENET SYSTEMS INC.</p><p>CONTACT: ERIC LOVVORN</p><p>PHONE: (770) 337-5760</p><p>CONSTRUCTION MANAGER:</p><p>EXTENET SYSTEMS INC.</p><p>CONTACT: BILL VORCE</p><p>PHONE: (248) 882-4360</p></div><div><p>ROW/DOT/DPW:</p><p>EXTENET SYSTEMS INC.</p><p>CONTACT: ERIC LOVVORN</p><p>PHONE: (770) 337-5760</p><p>ARCHITECT/ENGINEER:</p><p>PETER LICHOMSKI, ARCHITECT</p><p>49030 PONTIAC TRAIL, SUITE 100,</p><p>WIXON, MI 48393</p><p>PH: (248) 705-9212</p></div></div>
	E911 INFORMATION	PERMITTING AGENCY
<div></div> <div>27008-27060 W 13 MILE RD, FRANKLIN, MI 48025</div>		<div><div><p>POLE OWNER:</p><p>NEW EXTENET POLE</p></div><div><p>PLANNING/ZONING:</p><p>AGENCY CONTACT:</p><p>PHONE: RD, CITY, ST ZIP</p></div><div><p>ROW/DOT/DPW:</p><p>AGENCY CONTACT:</p><p>PHONE: RD, CITY, ST ZIP</p></div></div>

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<p>5844 JOHN HICKMAN PKWY, SUITE 600 FRISCO, TX 75034 www.extenet.com</p>																												
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<table><tr><td></td><td></td><td></td><td></td></tr><tr><td>E</td><td>10/20/23</td><td>REVISED CD</td><td>RC</td></tr><tr><td>D</td><td>10/13/23</td><td>REVISED CD</td><td>RC</td></tr><tr><td>C</td><td>08/09/23</td><td>REVISED CD</td><td>RC</td></tr><tr><td>B</td><td>07/28/23</td><td>REVISED CD</td><td>RC</td></tr><tr><td>A</td><td>04/06/23</td><td>CD</td><td>RC</td></tr><tr><td>#</td><td>DATE</td><td>DESCRIPTION</td><td>INT.</td></tr></table>					E	10/20/23	REVISED CD	RC	D	10/13/23	REVISED CD	RC	C	08/09/23	REVISED CD	RC	B	07/28/23	REVISED CD	RC	A	04/06/23	CD	RC	#	DATE	DESCRIPTION	INT.
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GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, SUCH MONUMENTS SHALL BE REPLACED WITH APPROPRIATE MONUMENTS BY A LAND SURVEYOR. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT.
2. IMPORTANT NOTICE: CALL MICHIGAN 811, TOLL FREE 1-800-482-7171, THREE DAYS BEFORE YOU DIG.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE POT HOLE AND LOCATING OF ALL EXISTING UTILITIES THAT CROSS THE PROPOSED TRENCH LINE AND MUST MAINTAIN MINIMUM VERTICAL AND HORIZONTAL CLEARANCES AS CALLED FOR BY LOCAL CODES AND/OR ORDINANCES.
4. IF ANY EXISTING HARDSCAPE OR LANDSCAPE INDICATED ON THE APPROVE PLANS IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND PER THE APPROVED PLANS.
5. CONTRACTOR SHALL REPLACE OR REPAIR ALL TRAFFIC SIGNAL LOOPS, CONDUIT, AND LANE STRIPING DAMAGED DURING CONSTRUCTION.
6. THIS PROJECT WILL BE INSPECTED BY ENGINEERING AND FIELD ENGINEERING DIVISION.
7. MANHOLES OR COVERS SHALL BE LABELED COMMUNICATIONS.
8. CONTRACTOR SHALL IMPLEMENT AN EROSION CONTROL PROGRAM DURING THE PROJECT CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET THE APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD.
9. THE CONTRACTOR SHALL HAVE EMERGENCY MATERIALS AND EQUIPMENT ON HAND FOR UNFORESEEN SITUATIONS, SUCH AS DAMAGE TO UNDERGROUND WATER, SEWER, AND STORM DRAIN FACILITIES WHEREBY FLOWS MAY GENERATE EROSION AND SEDIMENT POLLUTION.



SPECIAL NOTES

1. INDEMNIFICATION CLAUSE: THE CONTRACTOR AGREES AND SHALL: ASSUME SOLE AND COMPLETE RESPONSIBILITY OF THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTIES. THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONDITIONS. THE CONTRACTOR FURTHER AGREES TO DEFEND INDEMNITY AND HOLD EXTENET, REPRESENTATIVES, AND ENGINEERS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT.
2. PRIOR TO THE BEGINNING OF ANY CONSTRUCTION AND THROUGHOUT THE COURSE OF CONSTRUCTION WORK, THE CONTRACTOR SHALL FULLY COMPLY WITH "MICHIGAN OCCUPATIONAL SAFETY AND HEALTH" ACT OF 1973 INCLUDING ALL REVISIONS AND AMENDMENTS THERETO.
3. ALL WORK SHALL CONFORM TO THE LATEST STANDARD "SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" AS ADOPTED BY THE CITY, COUNTY OR STATE AS MODIFIED BY STANDARD PLANS AND ADDENDUMS.
4. THE EXISTENCE AND LOCATION OF UTILITIES AND OTHER AGENCY'S FACILITIES AS SHOWN HERON ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. OTHER FACILITIES MAY EXIST. THE CONTRACTOR SHALL VERIFY PRIOR TO THE START OF CONSTRUCTION AND SHALL USE EXTREME CARE AND PROTECTIVE MEASURES TO PREVENT DAMAGE TO THESE FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY OR AGENCY FACILITIES WITHIN THE LIMITS OF WORK, WHETHER THEY ARE SHOWN ON THIS PLAN OR NOT.
5. THE CONTRACTOR SHALL NOTIFY THE CITY, COUNTY OR STATE ENGINEER INSPECTION DEPARTMENT, AT LEAST TWO DAYS BEFORE START OF ANY WORK REQUIRING THEIR INVOLVEMENT.
6. THE CITY, COUNTY OR STATE SHALL SPECIFY THE EXPIRATION PERIOD OF THE PERMIT FOR THIS CONSTRUCTION PROJECT.
7. THE MINIMUM COVER FOR ALL CONDUITS PLACED UNDERGROUND SHALL BE 48 INCHES TO THE FINISHED GRADE AT ALL TIMES UNLESS OTHERWISE APPROVED.
8. THE CONTRACTOR SHALL TUNNEL ALL CURB AND GUTTERS AND BORE ALL CONCRETE DRIVEWAYS AND WALKWAYS AT THE DIRECTION OF THE CITY, COUNTY OR STATE ENGINEER.
9. ALL A C AND/OR CONCRETE PAVEMENT SHALL BE REPLACED AT THE DIRECTION OF THE CITY, COUNTY OR STATE ENGINEERS.
10. ALL SHRUBS, PLANTS OR TREES THAT HAVE BEEN DAMAGED OR DISTURBED DURING THE COURSE OF THE WORK, SHALL BE REPLANTED AND/OR REPLACED SO AS TO RESTORE THE WORK SITE TO ITS ORIGINAL CONDITION.
11. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROCESSING OF ALL APPLICANT PERMIT FORMS ALONG WITH THE REQUIRED LIABILITY INSURANCE FORMS. CLEARLY DEMONSTRATING THAT EXTENET, THE CITY, COUNTY OR STATE IS ALSO INSURED WITH THE REQUIRED LIABILITY INSURANCE FOR THIS CONSTRUCTION PROJECT.
12. VAULTS, PEDESTALS, CONDUITS AND OTHER TYPES OF SUBSTRUCTURE ARE EITHER SPECIFIED ON THIS PLAN OR WILL BE SPECIFIED BY THE CONSTRUCTION ENGINEER. ANY AND ALL DEVIATIONS FROM THE SPECIFIED TYPES OF MATERIAL MUST BE APPROVED BY THE SYSTEM ENGINEER, IN WRITING BEFORE INSTALLATION THEREOF.
13. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES, INCLUDING SEWER LATERALS & WATER SERVICES TO INDIVIDUAL LOTS BOTH VERTICAL AND HORIZONTAL PRIOR TO COMMENCING IMPROVEMENT OPERATIONS.
14. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLANS IF REVISION IS NECESSARY BECAUSE OF LOCATION OF EXISTING UTILITIES.
15. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE FROM EXISTING RECORDS AND CORROBORATED, WHERE POSSIBLE, WITH FIELD TIES. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING THE LOCATIONS SHOWN, BOTH HORIZONTAL AND VERTICALLY. PRIOR TO CONSTRUCTION, IF EXISTING LOCATIONS VARY SUBSTANTIALLY FROM THE PLANS, THE ENGINEER SHOULD BE NOTIFIED TO MAKE ANY CONSTRUCTION CHANGES REQUIRED.

SPECIAL NOTES

- TEMPORARY EROSION/SEDIMENT CONTROL PRIOR TO COMPLETION OF FINAL IMPROVEMENTS, SHALL BE PERFORMED BY THE CONTRACTOR OR QUALIFIED PERSON AS INDICATED BELOW:
1. ALL REQUIREMENTS OF THE CITY, COUNTY AND STATE "STORM WATER STANDARDS" MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED GRADINGS/IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), WATER QUALITY TECHNICAL REPORT (WQTR), AND/OR WATER POLLUTION CONTROL PLAN (WPCL).
2. FOR STORM DRAIN INLETS, PROVIDE A GRAVEL BAG SILT BASIN IMMEDIATELY UPSTREAM OF INLET AS INDICATED ON DETAILS.
3. FOR INLETS LOCATED AT SUMPS ADJACENT TO TOP OF SLOPES, THE CONTRACTOR SHALL ENSURE THAT WATER DRAINING TO THE SUMP IS DIRECTED INTO THE INLET AND THAT A MINIMUM OF 1.00' FREEBOARD EXISTS AND IS MAINTAINED ABOVE THE TOP OF THE INLET. IF FREEBOARD IS NOT PROVIDED BY GRADING SHOWN ON THESE PLANS THE CONTRACTOR SHALL PROVIDE IT VIA TEMPORARY MEASURES, I.E. GRAVEL BAGS OR DIKES.
4. THE CONTRACTOR OR QUALIFIED PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF SILT AND MUD ON ADJACENT STREET(S) AND STORM DRAIN SYSTEM DUE TO CONSTRUCTION ACTIVITY.
5. THE CONTRACTOR OR QUALIFIED PERSON SHALL CHECK AND MAINTAIN ALL LINED AND UNLINED DITCHES AFTER EACH RAINFALL.
6. THE CONTRACTOR SHALL REMOVE SILT AND DEBRIS AFTER EACH MAJOR RAINFALL.
7. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
8. THE CONTRACTOR SHALL RESTORE ALL EROSION/SEDIMENT CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER OF RESIDENT ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.
9. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION/SEDIMENT CONTROL MEASURES AS MAY BE REQUIRED BY THE RESIDENT ENGINEER DUE TO UNCOMPLETED GRADING OPERATIONS OR UNFORESEEN CIRCUMSTANCES, WHICH MAY ARISE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
11. ALL EROSION/SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED GRADING PLAN SHALL BE INCORPORATED HERON. ALL EROSION/SEDIMENT CONTROL FOR INTERIM CONDITIONS SHALL BE DONE TO THE SATISFACTION OF THE RESIDENT ENGINEER.
12. GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
13. ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS IMMINENT.
14. THE CONTRACTOR SHALL UNDO GRADE, INCLUDING CLEARING AND GRUBBING FOR THE AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED PERSON CAN PROVIDE EROSION/SEDIMENT CONTROL MEASURES.

ABBREVIATIONS

AL	ALUMINUM	(F)	FUTURE	PRELIM	PRELIMINARY
ALY	ALLOY	FLR	FLOOR	PWR	POWER
ANT	ANTENNA	FOC	FACE OF CURB	QTY	QUANTITY
AGL	ABOVE GROUND LEVEL	FT	FOOT	R	RADIUS
		FS	FARSIDE	RAD	RADIATION
AMSL	ABOVE MEAN SEA LEVEL	FSTNR	FASTENER	RC	RAD CENTER
		GALV	GALVANIZED	RCVR	RECEIVER
APVD	APPROVED	GA	GAUGE	RELOC	RELOCATED
APPROX	APPROXIMATE	GEN	GENERATOR	REOD	REQUIRED
AR, AIR	AS REQUIRED	GND	GROUND/GROUNDING	ROW	RIGHT OF WAY
BAT	BATTERY	ID	INSIDE DIAMETER	SH	SHEET
BC	BOLT CIRCLE	MATL	MATERIAL	SPLY	SUPPLY
BLDG	BUILDING	MFR	MANUFACTURER	SS	STAINLESS STL
BRKT	BRACKET	MTD	MOUNTED	STD	STANDARD
CAB	CABINET	MTG	MOUNTING	STL	STEEL
CL	CENTERLINE	MTR	METER	STRL	STRUCTURAL
CONC	CONCRETE	MAX	MAXIMUM	SQ	SQUARE
CND	CONDUIT	MIN	MINIMUM	SW	SWITCH
DN	DOWN	(N)	NEW	THD	THREAD
(E)	EXISTING	NS	NEARSIDE	THK	THICK
EA	EACH	NTS	NOT TO SCALE	TND	TINNED
EL	ELEVATION	OC	ON CENTER	TYP	TYPICAL
EMBED	EMBEDMENT	OD	OUTSIDE DIAMETER	UBC	UNIFORM BUILDING CODE
EMER	EMERGENCY	(P)	PROPOSED		
ENCL	ENCLOSURE	PLYWD	PLYWOOD	W/	WITH
EP EOP	EDGE OF PAVEMENT	PL	PLACES	W/O	WITHOUT
EOP	EQUIPMENT	PL	PANEL	XMFR	TRANSFORMER
EQ SP	EQUAL SPACE	PIL	PART OF	XMTR	TRANSMITTER
HGT	HEIGHT	PJO	POSITION		

GENERAL NOTES

ROW GROUND CONSTRUCTION NOTES:

1. GC TO REMOVE/CLEAN ALL DEBRIS, NAILS, STAPLES, OR NON-USED VERTICALS OFF THE POLE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH MUNICIPAL, COUNTY, STATE, AND FEDERAL STANDARDS AND REGULATIONS.
3. CALL MICHIGAN 811 72 HOURS PRIOR TO EXCAVATING AT (800) 482-7171.
4. ALL LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION OR BETTER.
5. ALL EQUIPMENT TO BE BONDED.
6. METERING CABINET(IF PLACED) REQUIRES 3' CLEARANCE AT DOOR OPENING.
7. CAULK CABINET BASE AT PAD.

CAULK CABINET BASE AT PAD, STANDARD GROUNDING NOTES:

1. GROUND TESTED AT 25 OHMS OR LESS.
2. 5/8"x8" ROD, CAD WELD OR UL LISTED DIRECT BURY CLAMP BELOW GRADE
3. #6 GROUND AND BOND WIRE.
4. MOLDING, STAPLED EVERY 1' AND AT EACH END
5. GROUND RODS 3' FROM POLE.

STANDARD CONDUIT NOTES:

1. FOR UNDERGROUND USE SCHEDULE 40.
2. FOR RISERS USE SCHEDULE 80.
3. PLACE 2" SDR-11 RED CONDUIT FOR UG POWER APPLICATIONS.
4. RISERS TO BE ATTACHED TO POLE WITH STANDARD U-CLAMPS AND LAG SCREWS.
5. RISER U-CLAMPS TO BE INSTALLED EVERY 5'.
6. CONDUIT UNDER 1" MAY BE ATTACHED WITH GROUND WIRE MOLDING STAPLES.
7. ALL CONDUIT WILL BE PROOFED WITH A MANDREL AND EQUIPPED WITH PULL ROPE OR MULE TAPE.

STANDARD TRENCHING NOTES:

1. MAINTAIN 24" MINIMUM COVER FOR ELECTRICAL CONDUIT.
2. MAINTAIN 48" MINIMUM COVER FOR COMMUNICATIONS CONDUIT.
3. IN STREET SLURRY TO GRADE AND MILL DOWN 1-1/2" FOR AC CAP.
4. IN DIRT SLURRY 18" FROM GRADE, AND FILL WITH 95% COMPACTION IN NATIVE SOIL FOR BALANCE.
5. PLACE WARNING TAPE IN TRENCH 12" ABOVE ALL CONDUITS AND #18 WARNING TAPE ABOVE GROUND RING.

ROW UTILITY POLE CONSTRUCTION NOTES:

1. NO BOLT THREADS TO PROTRUDE MORE THAN 1-1/2".
2. FILL ALL HOLES LEFT IN POLE FROM REARRANGEMENT OF CLIMBERS.
3. ALL CLIMB STEPS NEXT TO CONDUIT SHALL HAVE EXTENDED STEPS.
4. CABLE NOT TO IMPEDE 15" CLEAR SPACE OFF POLE FACE (12:00).
5. 90° SHORT SWEEPS UNDER ANTENNA ARM. ALL CABLES MUST ONLY TRANSITION ON THE INSIDE OR BOTTOM OF ARMS (NO CABLE ON TOP OF ARMS).
6. USE CABLE CLAMPS TO SECURE CABLE TO ARMS; PLACE 2" CARRIER CABLE ID TAGS ON BOTH SIDES OF ARMS.
7. USE 90° CONNECTOR AT CABLE CONNECTION TO ANTENNAS.
8. USE 1/2" CABLE ON ANTENNAS UNLESS OTHERWISE SPECIFIED.
9. FILL VOID AROUND CABLES AT CONDUIT OPENING WITH FOAM SEALANT TO PREVENT WATER INTRUSION.

	GAS	(E) UG GAS
	OIL	(E) UG PETROLEUM
	W	(E) UG WATER
	R	(E) UG STORM
	S	(E) UG SANITARY
	TV	(E) UG CABLE TV
	T	(E) UG TELEPHONE
	FO	(E) UG FIBER OPTIC
	E	(E) UG POWER
	PWR	(E) OVERHEAD POWER
	OH	(E) OVERHEAD COMM
		(E) BUILDING
		(E) WATER BODY
		(E) WASH/WETLAND
		(E) CULVERT
		(E) FENCE
		(E) BLOCK WALL
		(E) GUARDRAIL
		(E) ROAD EDGE/CURB
		(E) LIP OF GUTTER
		(E) DIRT ROAD
		(E) DRIVEWAY
		(E) SIDEWALK

	(E) RIGHT OF WAY
	(E) PROPERTY LINE
	(E) RAILROAD
	(E) LANE STRIPE
	(P) AERIAL NEW BUILD
	(P) AERIAL OVERLASH
	(P) DIRECTIONAL BORE
	(P) OPEN TRENCH
	(P) FLOW
	(P) STATIONING
	(P) VAULT
	BUSH
	DECIDUOUS TREE
	CONIFEROUS TREE
	ELECTRIC SIGN
	BIKE RACK
	TRASHCAN
	POST/MARKER
	MAILBOX
	UNKNOWN MANHOLE
	UNKNOWN VAULT
	FIBER VAULT
	FIBER PED

	TELEPHONE MANHOLE
	TELEPHONE VAULT
	TELEPHONE LARGE PED
	TELEPHONE SMALL PED
	CATV HAND HOLE
	CATV VAULT
	CATV LARGE PED
	CABLE SMALL PED
	SANITARY SEWER MANHOLE
	STORM SEWER MANHOLE
	STORM CATCH BASIN
	WATER BLOW OFF
	WATER VALVE
	WAIER CURB BOX
	WATER GATE AND VALVE
	FIRE HYDRANT
	WATER VAULT
	BACKFLOW VALVE
	AIR RELIEF VALVE
	WATER WELL MONITOR
	PLUG & CAP
	PRESSURE REDUCING VALVE
	NON-POTABLE VALVE

	NON-POTABLE MANHOLE
	CATHODIC PROT TEST
	JUNCTION BOX
	PULL BOX
	SUBSURFACE XFR
	PADMOUNTED 3PH XFR
	PAD MOUNTED SWITCHING
	PAD MOUNTED JUNCTION
	PAD MOUNTED SECTIONALIZER
	PAD MOUNTED CAPACITOR
	PAD MOUNTED BREAK SWITCH
	PAD MOUNTED FUSE DISCONNECT
	RECTANGLE POWER MANHOLE
	LARGE POWER PED
	POWER MANHOLE
	ELECTRIC CABINET
	POWER POLE
	POWER POLE WITH TRANSFORMER
	JOINT POLE
	JOINT POLE WITH TRANSFORMER
	TELEPHONE POLE
	CATV POLE
	METAL POLE

	CONCRETE POLE
	TRAFFIC SIGNAL
	POWER METER
	CROSS WALK POLE
	LOW LEVEL LIGHT POLE
	HIGH LEVEL LIGHT POLE LARGE
	TRAFFIC SIGNAL POLE
	GAS VALVE
	GAS MANHOLE
	NORTH ARROW
	SPOT ELEVATION (DATUM)
	FLAG NOTE
	ITEM BALLOON (DETAIL SHEETS)
	DETAIL REFERENCE
	SECTION REFERENCE

ROW CONSTRUCTION GENERAL NOTES

SCALE
NTS

3

LEGEND & SYMBOLS

SCALE
NTS

1

APPLICANT



5844 JOHN HICKMAN PKWY, SUITE 600
FRISCO, TX 75034
www.extenet.com

ARCHITECT/ENGINEER



49030 PONTIAC TRAIL, SUITE 100
WIXOM, MI 48393

REVISIONS:

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#	DATE	DESCRIPTION	INT.

PROFESSIOINAL STAMP

PROJECT NAME:

MI-S000000039
SMALL CELL NETWORK
TMO ID:
DE0800BA_61LAB

PROJECT LOCATION:

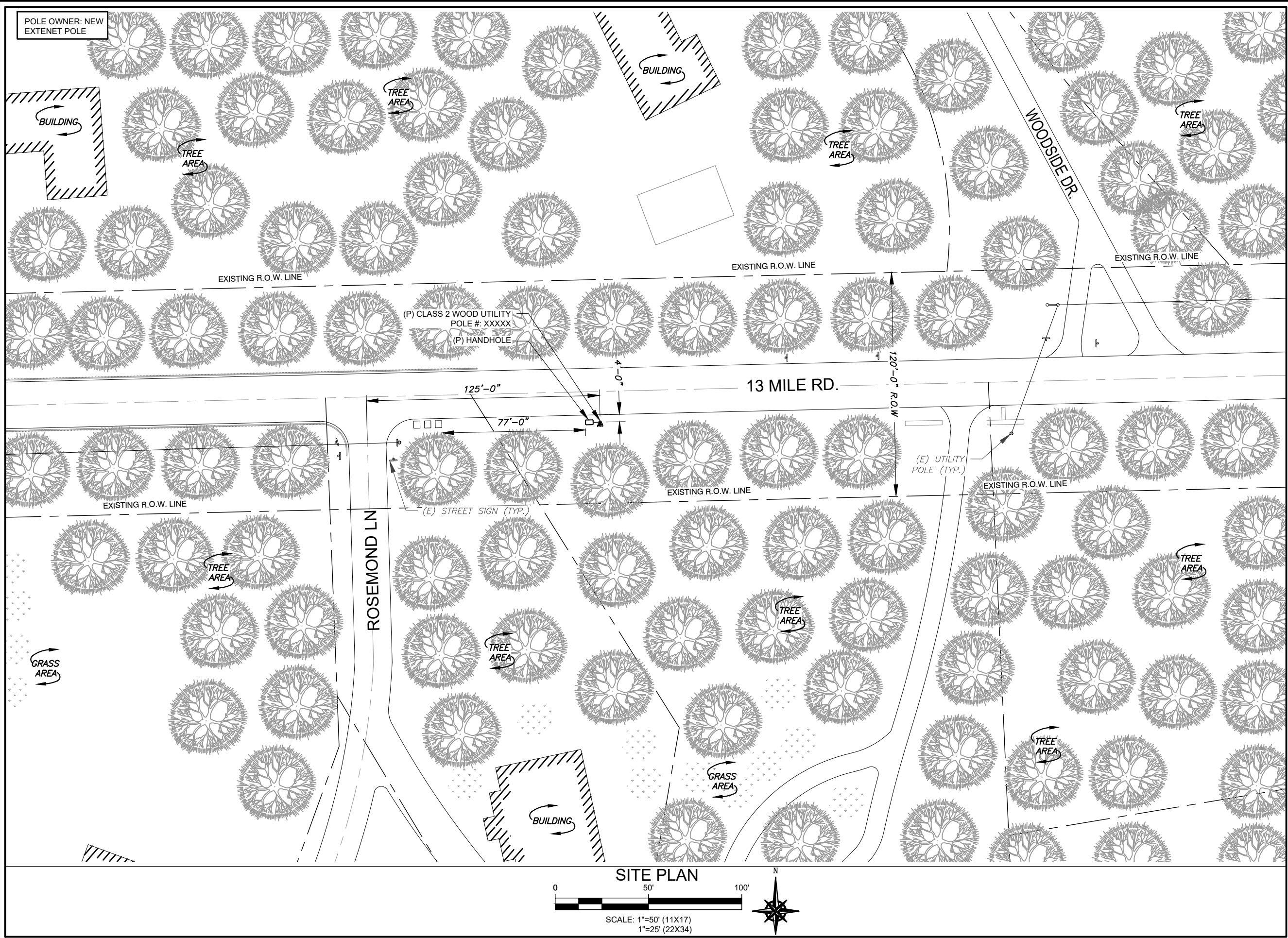
27008-27060 W 13 MILE RD,
FRANKLIN, MI 48025

SHEET TITLE:

GENERAL NOTES,
LEGEND, AND SYMBOLS

SHEET NUMBER:

T2



APPLICANT



5844 JOHN HICKMAN PKWY, SUITE 600
FRISCO, TX 75034
www.extenet.com

ARCHITECT/ENGINEER



49030 PONTIAC TRAIL, SUITE 100
WIXOM, MI 48393

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A	04/06/23	CD	RC

PROFESSIONAL STAMP



PROJECT NAME:

MI-S000000039
SMALL CELL NETWORK
TMO ID:
DE0800BA_61LAB

PROJECT LOCATION:

27008-27060 W 13 MILE RD,
FRANKLIN, MI 48025

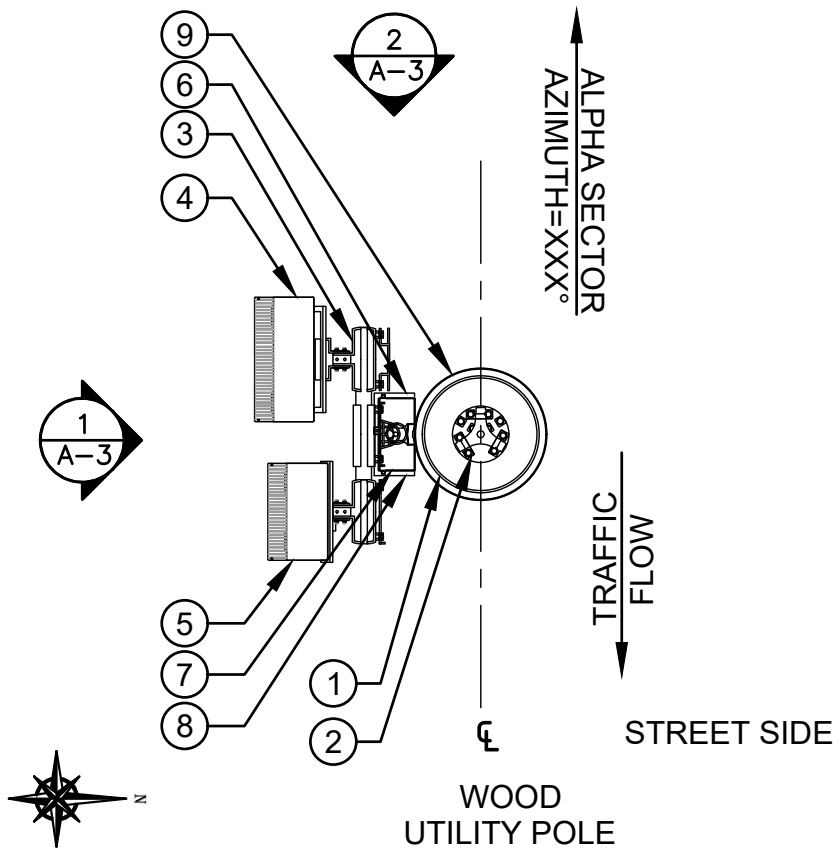
SHEET TITLE:

SITE PLANS

SHEET NUMBER:

A1

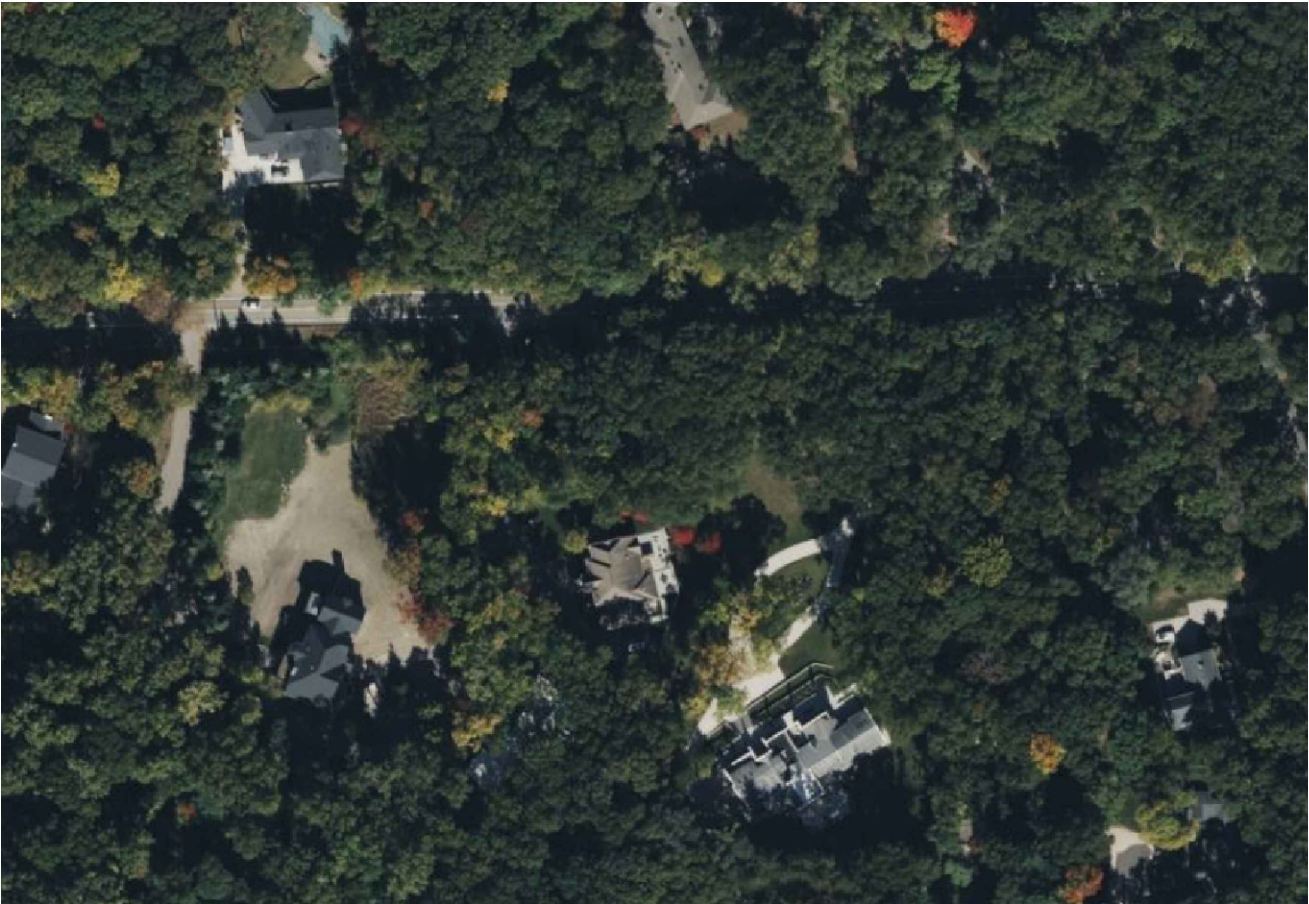
FLAGNOTE LEGEND		
FLAGNOTE	DESCRIPTION	DETAIL
1	PANEL/OMNI ANTENNA	1/D1
2	ANTENNA MOUNTING BRACKET	2/D1
3	RADIO BRACKET	2/D3
4	RADIO - AZHL	3/D3
5	RADIO - AHFIB	4/D3
6	LOAD CENTER	2/D2
7	FIBER NID	1/D3
8	FUSED DISCONNECT	1/D2
9	PROPOSED EXTENET WOOD POLE	-
10	U-GUARD RISER FOR COAX/FIBER	-
11	CONDUIT RISER FOR PWR	-



EQUIPMENT PLAN VIEW

B-SCALE 1/2"=1'-0"
D-SCALE 1"=1'-0"

3



SITE PLAN AERIAL OVERVIEW

B-SCALE NTS
D-SCALE NTS

2



EXISTING SITE PHOTO

B-SCALE NTS
D-SCALE NTS

1

APPLICANT



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FRISCO, TX 75034
www.extenet.com

ARCHITECT/ENGINEER



49030 PONTIAC TRAIL, SUITE 100
WIXOM, MI 48393

REVISIONS:

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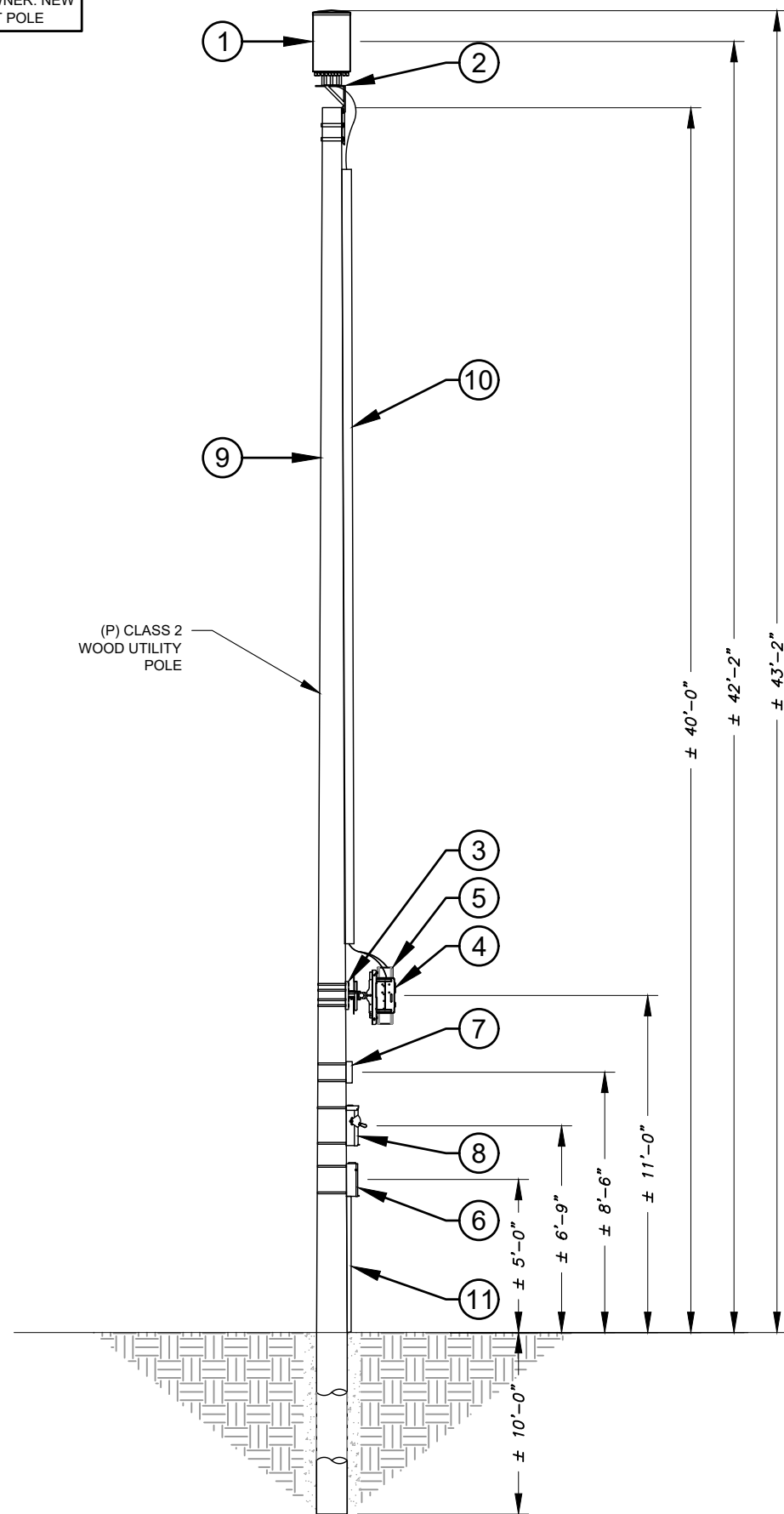
SHEET TITLE:

EQUIPMENT PLAN

SHEET NUMBER:

A2

POLE OWNER: NEW
EXTENET POLE

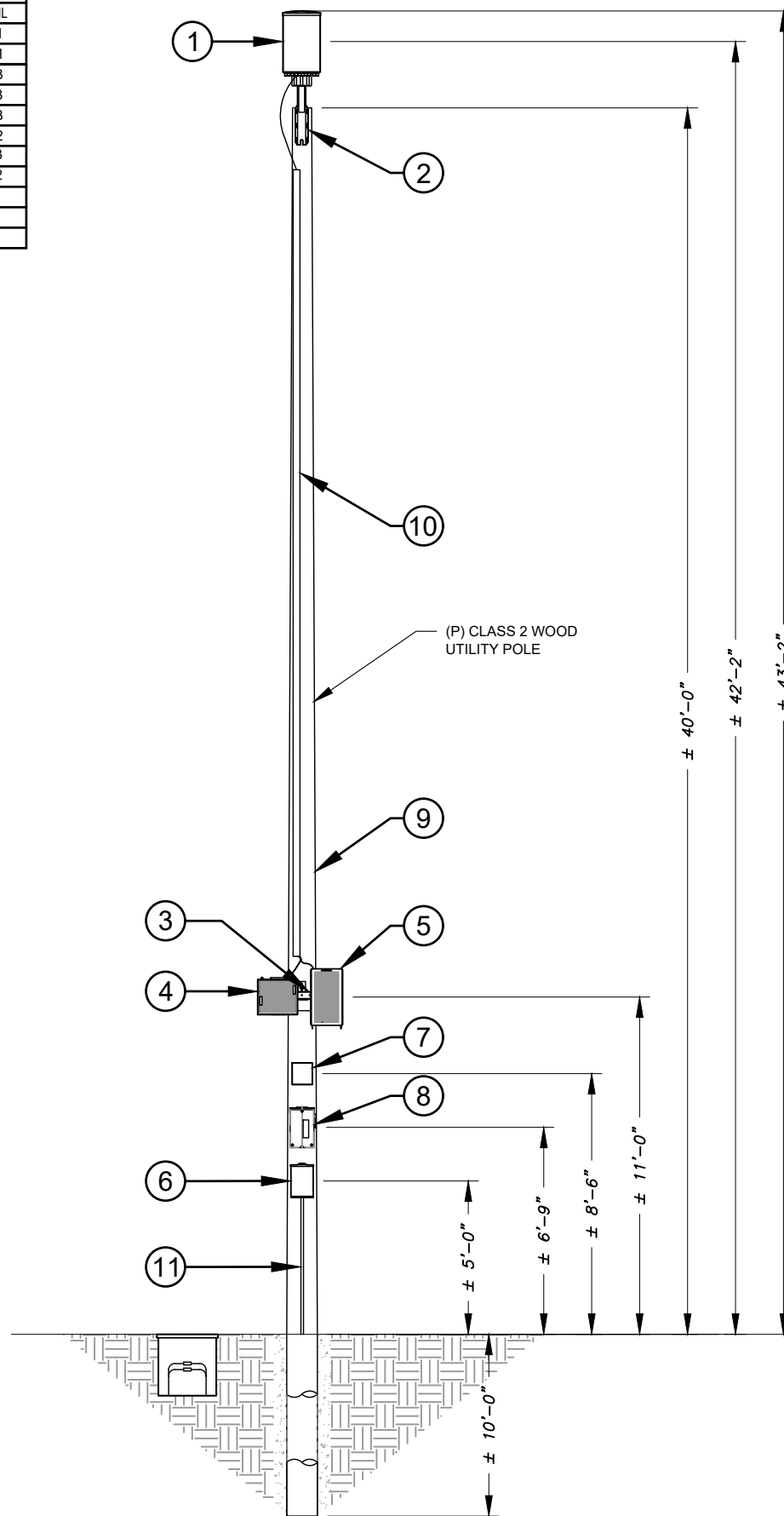


PROPOSED NORTH ELEVATION

B-SCALE 3/16"=1'-0"
D-SCALE 3/8"=1'-0"

2

FLAGNOTE LEGEND		
FLAGNOTE	DESCRIPTION	DETAIL
1	PANEL/OMNI ANTENNA	1/D1
2	ANTENNA MOUNTING BRACKET	2/D1
3	RADIO BRACKET	2/D3
4	RADIO - AZHL	3/D3
5	RADIO - AHFIB	4/D3
6	LOAD CENTER	2/D2
7	FIBER NID	1/D3
8	FUSED DISCONNECT	1/D2
9	PROPOSED EXTENET WOOD POLE	-
10	U-GUARD RISER FOR COAX/FIBER	-
11	CONDUIT RISER FOR PWR	-



PROPOSED WEST ELEVATION

B-SCALE 3/16"=1'-0"
D-SCALE 3/8"=1'-0"

1

APPLICANT



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SMALL CELL NETWORK
TMO ID:
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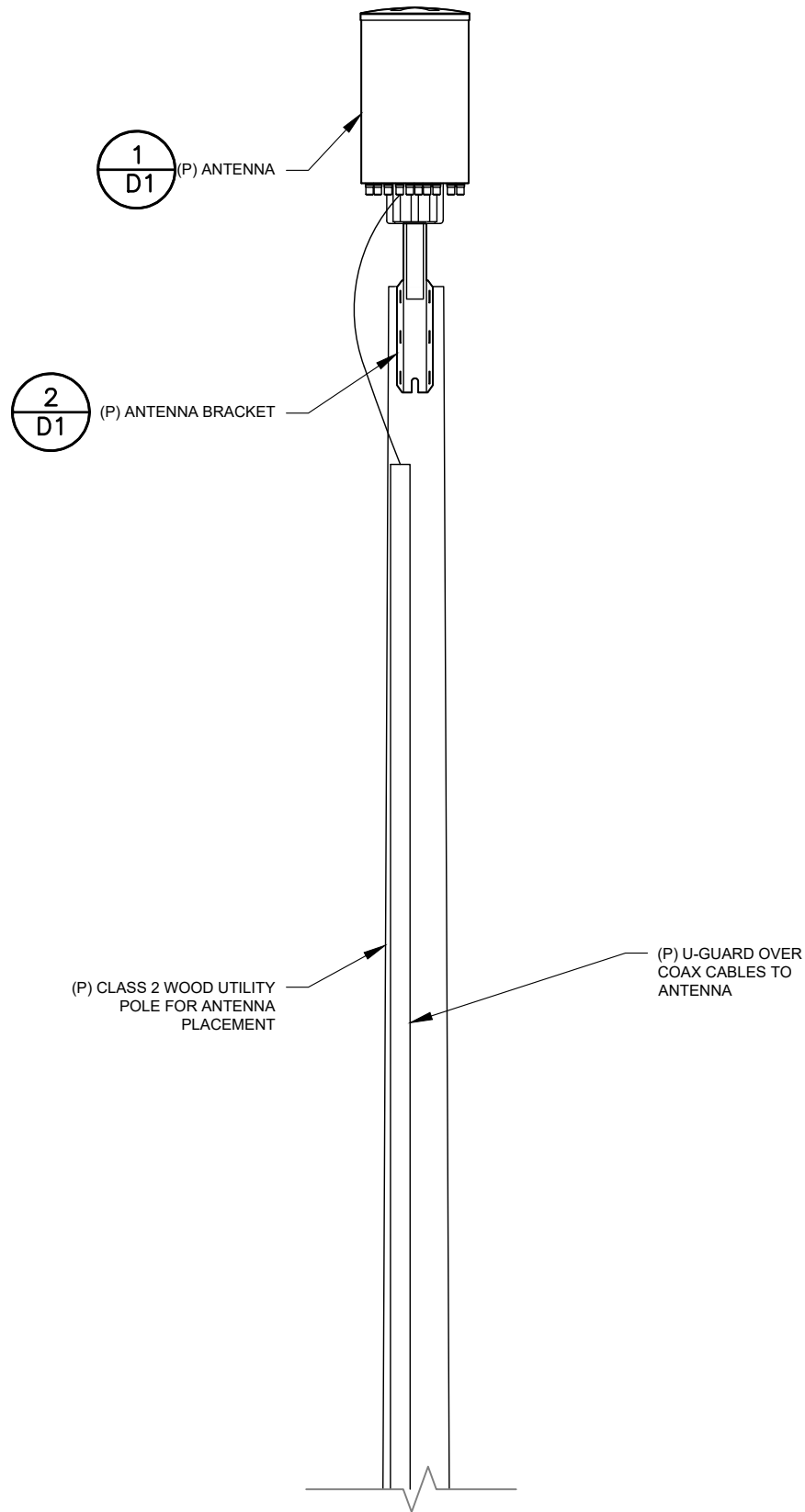
27008-27060 W 13 MILE RD,
FRANKLIN, MI 48025

SHEET TITLE:

SITE ELEVATIONS

SHEET NUMBER:

A3



ANTENNA MOUNTING BRACKET

B-SCALE NTS
D-SCALE NTS

2



16-Port Canister Antenna
(4x) 1695-2700 | (4x) 3300-4200 MHz

OMNI 23.9 IN FIXED TILT

4U4VT360X06Fxs4

- Features
- Pseudo omni configuration with 16 connectors
 - Ideal for multi-carrier or MIMO deployments
 - Broadband networks 1695-2700 and 3300-4200 MHz
 - Easily removable lifting ring
 - Improvements in gain, port isolation and VSWR
 - Can be ordered with an integrated GPS unit
 - Available for order with a grey, brown or black radome



MECHANICAL SPECIFICATIONS

Antenna	Height	mm (in)	608 (23.9)
	Diameter	mm (in)	371 (14.6)
Net Weight - Antenna Only		kg (lbs)	13.2 (29)
Windload	Calculation	km/h (mph)	160 (100)
	Frontal	N (lbf)	191 (43)
Survival Wind Speed		km/h (mph)	241 (150)
Wind Area		m² (ft²)	0.22 (2.4)
Volume		m³ (ft³)	0.07 (2.3)
Connector	Type	---	(16x) 4.3-10 Female; (1x) N-Type Female with optional GPS Unit
	Position	---	Bottom
Radome Color		---	Grey (Pantone 420 C), Brown (Pantone 476 C), Black (RAL 9011)
Lightning Protection (Grounding Type)		---	Direct Ground

AMPHENOL 4U4VT360X06Fxs4 ANTENNA

B-SCALE NTS
D-SCALE NTS

1

ANTENNA MOUNT ASSEMBLY

B-SCALE 1/2"=1'-0"
D-SCALE 1"=1'-0"

3

APPLICANT



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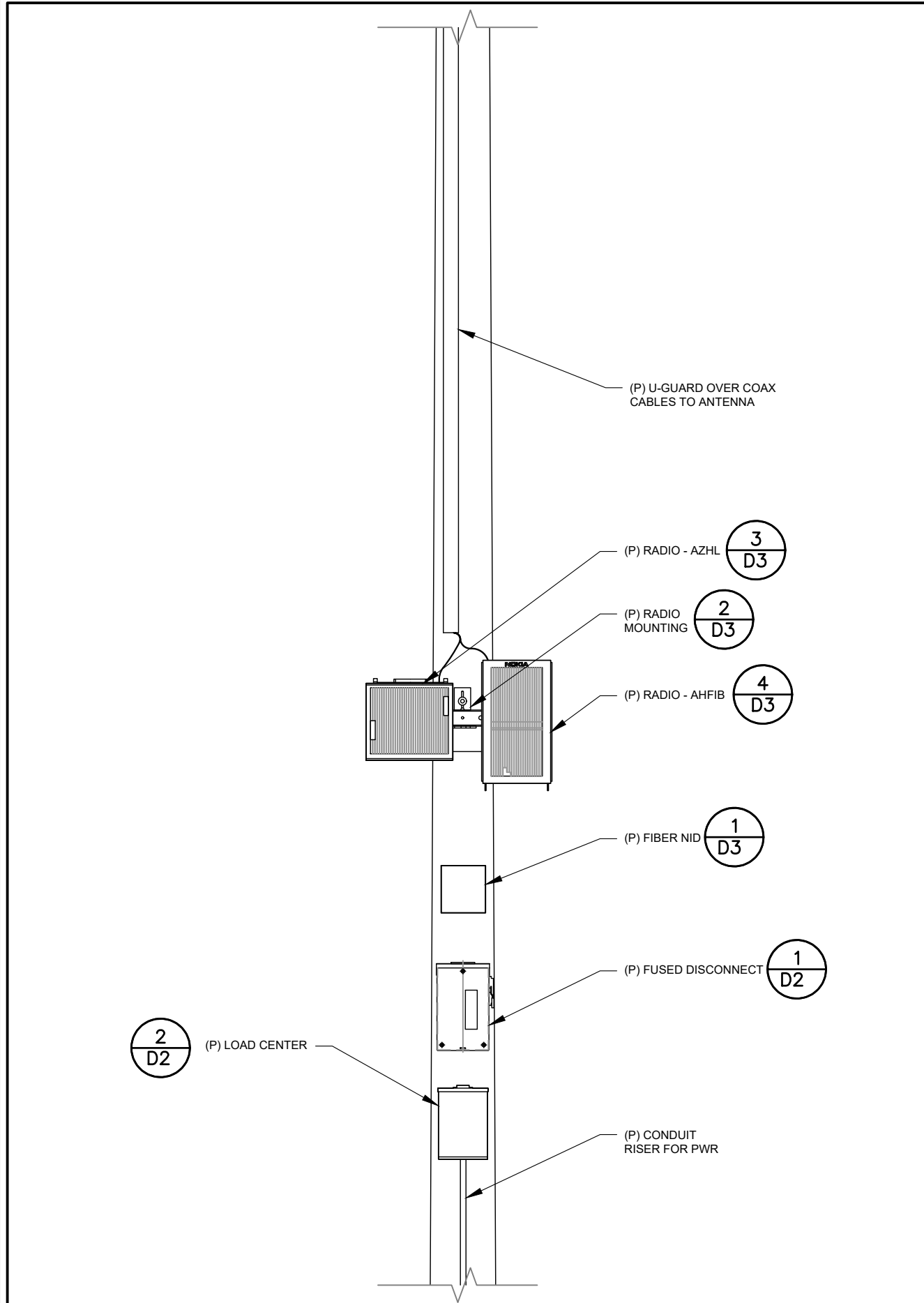
27008-27060 W 13 MILE RD,
FRANKLIN, MI 48025

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

D1



POLE MOUNTED EQUIPMENT ASSEMBLY RADIO AREA

B-SCALE 1/2"=1'-0"
D-SCALE 1"=1'-0"

3

FUSED DISCONNECT (TG4323R)

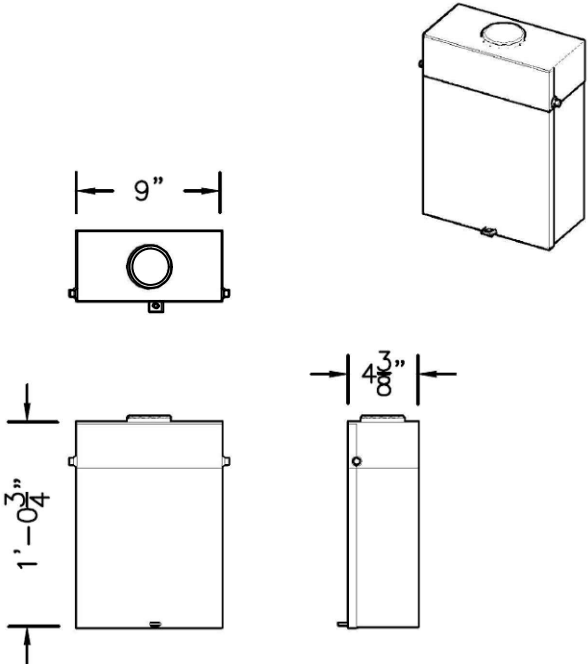
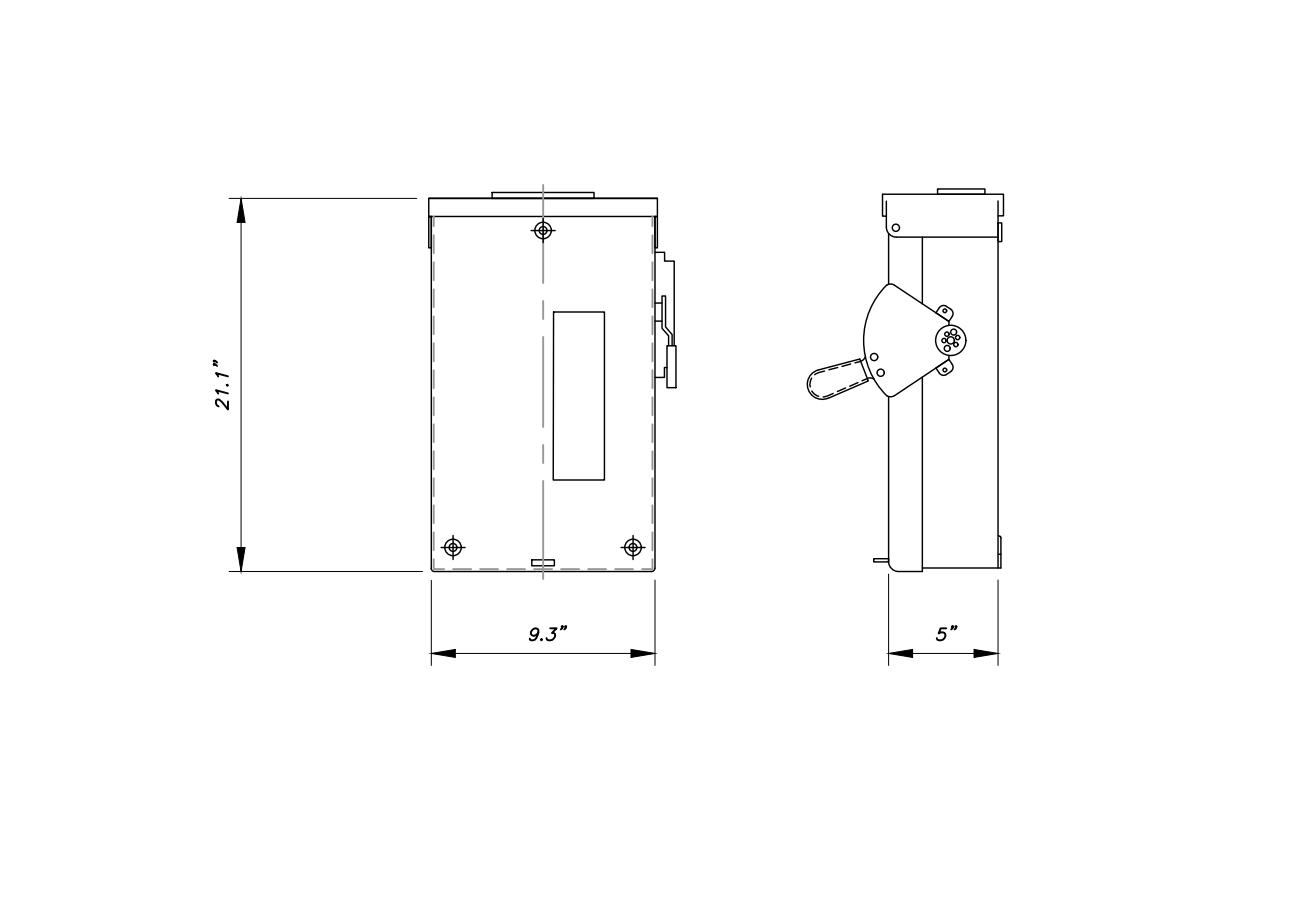
B-SCALE NTS
D-SCALE NTS

1

LOAD CENTER

B-SCALE NTS
D-SCALE NTS

2



SQUARE D QO6-12L100RB
LOAD CENTER

APPLICANT

extenet
CONNECTIONS FOR LIFE

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SMJ International
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MI-S000000039
SMALL CELL NETWORK
TMO ID:
DE0800BA_61LAB

PROJECT LOCATION:

27008-27060 W 13 MILE RD,
FRANKLIN, MI 48025

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

D2

AHFIB AirScale RRH 4T4R B25/66 160W

Product name	AirScale Dual RRH 4T4R B25/66 320W, AHFIB – 474216A
Supported Frequency bands	3GPP Bands 25 and 66
Frequencies	Band 25: DL 1930–1995MHz, UL 1850–1915MHz Band 66: DL 2110–2200MHz, UL 1710–1780MHz
Number of TX/RX ports	4/4
Instantaneous Bandwidth IBW	Band 25/ Band 66 – full band
Occupied Bandwidth OBW	Band 25: full band, Band 66: 80MHz
Output Power	40W per band, 80W per TX
Supply Voltage / Voltage Range	DC-48 V / -36V to -60V
Typical Power Consumption	525W (ETSI 24h Avg – 4x20W per band, 40W per TX port)
Antenna Ports	4 ports, 4.3–10+
Optical Ports	2 x CPRI 9.8 Gbps
ALD Control Interfaces	AISG3.0 from ANT 1,2,3,4 and RET (Power supply ANT1 and ANT3)
Other Interfaces	External Alarm MDR-26 Serial connector (4 inputs, 1 Output) DC Circular Power Connector
Operational Temperature Range	-40°C to 55°C (with no solar load)
Dimensions (mm)	560x308x149 mm (without covers or mounting bracket)
Height x width x depth	
Volume (liters)	< 26 (without covers or mounting bracket)
Weight (kg)	< 30 (without covers or mounting bracket)
Ingress protection class	IP65
Installation options	Pole, Wall; Book mount: Vertical wall/pole, Horizontal wall
Surge protection	Class II 5kA

AirScale Multiband RRH



AHFIB 474216A

NOKIA

RADIO - AHFIB

B-SCALE	NTS
D-SCALE	NTS

4

AZHL AirScale RRH 8T8R B41 320W
Technical data

Specification	Details
Standard	3GPP compliant, TDD
Band / Frequency range	N41/B41 2496 – 2690MHz
Max. supported modulation	256 QAM
Number of TX/RX paths	8T / 8R
Instantaneous bandwidth IBW	194 MHz
Occupied bandwidth OBW	190 MHz
Max. output power per TRX	40 W / TRX (320 W total)
Dimensions	350 mm (H) x 395 mm (W) x 190 mm (D)
Volume	26.3 l
Weight	23 kg (without mounting bracket)
Supply voltage / Connector type	DC -36 V ... -60 V / 2 pole connector
Power consumption	559 W typical (75% DL duty cycle, ETSI 24H Average) 1140 W max (75% DL duty cycle, 100% RF load)
Antenna ports, Calibration port	8 x 4.3–10, 1 x 4.3–10
ALD Control Interfaces	Control AISG2.0/3.0,
Optical ports	2 x SFP28, 9.8G CPRI, 10/25GE eCPRI (Octis Boot)
Other interfaces / Connector type	External Alarms / MDR26,
Operational temperature range	-40 °C ... +55 °C
Cooling	Natural convection cooling
Installation options	Pole, Wall, Book
Ingress / Surge protection	IP65, DC-port Class II +/- 5kA
Supported RAT	TD-LTE, NR

AirScale High Power RRH
benefits

- Connectivity with AirScale BBU (via CPRI/eCPRI) – Initial release with CPRI
- Beamforming capable 8T8R with 8x 40 W
- Various operating modes: 8T8R , 2x 4T4R and 4x 2T2R
- Deployment flexibility for different use cases with multiple mounting options



AZHL 475432A

NOKIA

RADIO - AZHL

B-SCALE	NTS
D-SCALE	NTS

3

POLE MOUNTED FIBER NID (FIS-Z1602FTTX)

FIS FTTX INTERCONNECT ENCLOSURES -
Z1602FTTX



- FEATURES**
- Provides slack 3 meters storage for minor repairs and testing
 - Accommodates up to 6 drop connections
 - Can be mounted indoors or outdoors where space is limited
 - Protects fiber and connections for long life

This FIS fiber transition housing (FTH) provides an optical demarcation and interconnection point for fiber-to-the-premises (FTTP) applications. Suitable for indoor or outdoor locations, the FTH provides physical protection for the transition between provider and customer, and facilitates system testing. Fiber entering and exiting the housing may be secured using the internal lances with the tie wraps. Slack cable is held neatly and securely using the backplate with integrated slack routing/management guides. The backplate also incorporates mounting clips for fusion or mechanical splices. The housings are molded from an engineering grade thermoplastic selected to withstand harsh outdoor environments. These housings may be installed on a wall or secured to a vertical conduit. Unauthorized access is deterred by the security screw latch. For added security, a lock may be installed on the integrated locking hasp.

SPECIFICATIONS

Dimensions	8.42"H x 7.92"W x 2.5"D
Temperature Range, Storage	-10 °C - 60 °C (14 °F - 140 °F)
Housing Material	Thermoplastic
Number of Adapters/Drop Cables	(6) SC Simplex or (6) LC Duplex Adapters and (6) Pre Term Drop Cables
Ground Configuration	Ground Post
Security Fasteners	Standard 3/8-in hex screw

B-SCALE	NTS
D-SCALE	NTS

1

APPLICANT



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ARCHITECT/ENGINEER



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WIXOM, MI 48393

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PROFESSIOINAL STAMP

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DE0800BA_61LAB

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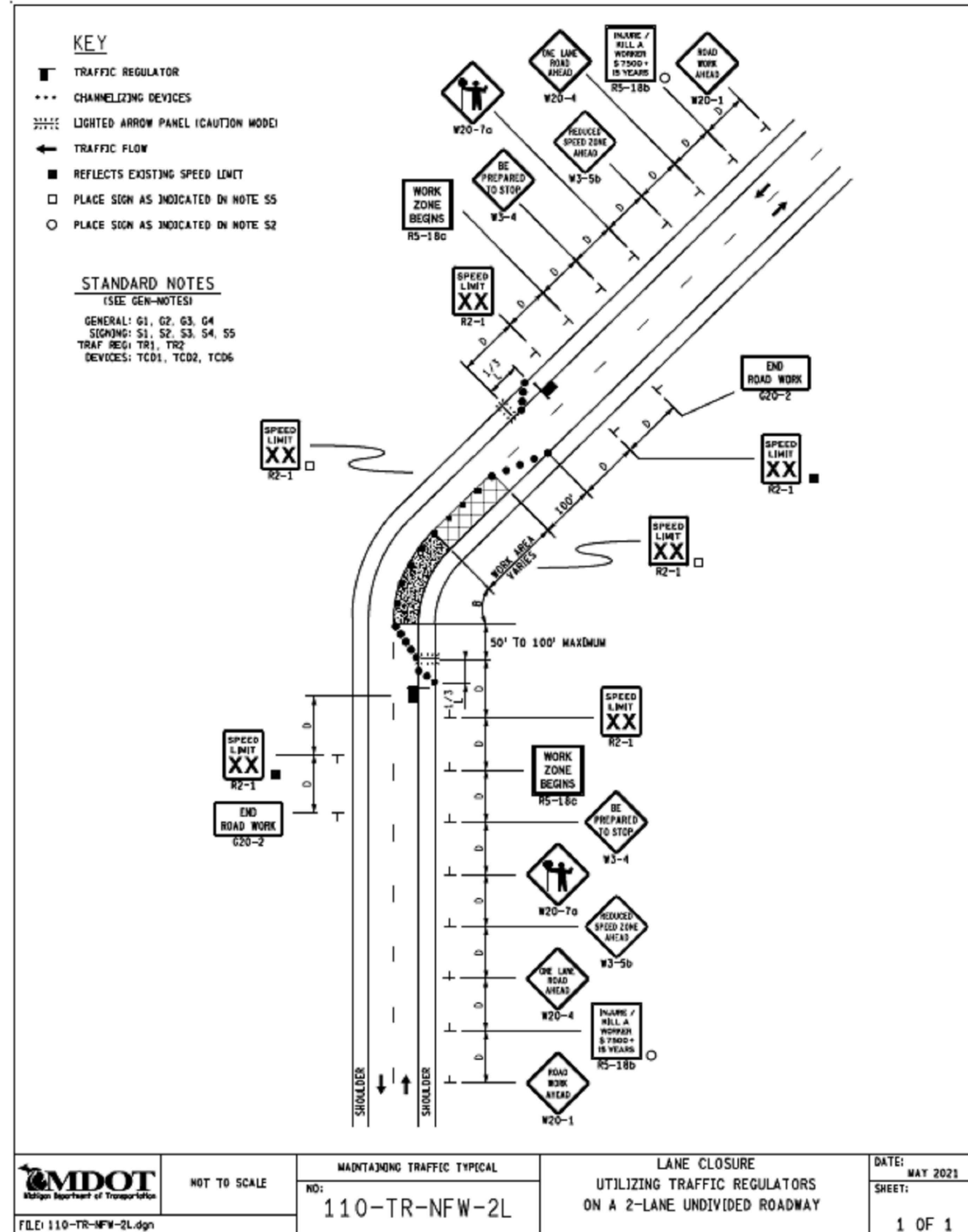
27008-27060 W 13 MILE RD,
FRANKLIN, MI 48025

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

D3



APPLICANT



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ARCHITECT/ENGINEER



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SMALL CELL NETWORK
TMO ID:
DE0800BA_61LAB

PROJECT LOCATION:

27008-27060 W 13 MILE RD,
FRANKLIN, MI 48025

SHEET TITLE:

TRAFFIC CONTROL
PLAN

SHEET NUMBER:

MDOT

CHAPTER 1229

Stormwater Management

1229.01 Purpose.

1229.02 Definitions.

1229.03 Applicability.

1229.04 Stormwater drainage/erosion control.

1229.05 Stormwater management plan.

1229.06 Long-term maintenance of stormwater facilities.

1229.07 Maintenance and guarantee bond.

1229.08 Easements.

1229.09 Violations.

1229.10 Exemptions.

1229.11 Waivers.

1229.12 Disclaimer of liability.

CROSS REFERENCES

Water quality - see Mich. Const. Art. 4, §§ 22, 52; M.C.L.A. 67.38, 323.1 et seq.

Water supply generally - see Mich. Const. Art. 7 § 24; M.C.L.A. 46.171 et seq., 123.11 et seq., 325.201 et seq., 486.51 et seq., 486.101 et seq.

Culverts, laterals, catch basins and driveways - see S.U. & P.S. Ch. 1022

Ground waters - see S.U. & P.S. 1041.10(e)

Wetlands and watercourses - see P. & Z. Ch. 1226

Natural buffer zones - see P. & Z. Ch. 1266

Flood hazard areas - see B. & H. Ch. 1464

1229.01 PURPOSE.

The purpose of this chapter is to:

(a) Protect and enhance the water quality of local watercourses, water bodies, and groundwater pursuant to and consistent with the Clean Water Act, 33 USC 1251 et seq., as amended.

(b) Control non-stormwater discharges to stormwater conveyances and reduce pollutants in stormwater discharges.

(c) Provide standards for the design, construction, operation and maintenance of stormwater Best Management Practices (BMPs) for water quality treatment, channel erosion protection, and flood prevention.

(Ord. 2010-10. Passed 12-13-10.)

1229.02 DEFINITIONS.

(a) “Best Management Practices (BMPs)” refers to a broad range of physical structures, plantings, or management practices. The common denominator that makes them BMPs is that they either reduce stormwater runoff, reduce pollutants that could reach surface waters, or treat stormwater before it enters a natural water body. Examples of structural BMPs include sedimentation basins and wet ponds (or manufactured wetlands). Vegetated BMPs could include vegetated swales or rain gardens. Management practice BMPs include washing vehicles in commercial car washes (versus in an area where the soapy water could wash into a storm drain), and soil testing before applying fertilizers.

(b) “Owner” means the property owner or operator of any stormwater management system or activity subject to this chapter.

(c) “Stormwater management plan” means drawings and written information prepared by a registered engineer or other certified professional which describe the ways in which stormwater runoff is proposed to be controlled, having as its purpose to ensure that the objectives of this chapter are met.

(Ord. 2010-10. Passed 12-13-10.)

1229.03 APPLICABILITY.

(a) **The Oakland County Water Resources Commissioners Stormwater Engineering Design Standards as amended from time to time, are hereby adopted by the Village of Franklin in this article for the control and treatment of stormwater runoff.** All developments subject to this chapter shall provide acceptable water quality treatment BMPs designed to achieve eighty percent removal efficiency of total suspended solids from the runoff produced by a water quality storm.

(b) These Standards are established in addition to the existing Engineering Design Standards in Chapter 1228 of the Codified Ordinances.

(c) These Standards shall apply to all new construction, redevelopment, infill, or site expansions in the Village that include an area of disturbance of one acre or more, including projects less than one acre that are part of a larger plan of development or sale that would disturb one acre or more.

(d) All permanent and temporary stormwater management BMPs constructed as part of the requirements of this section are subject to this chapter.

(e) These Standards may include the use of stormwater credits where low impact development, open space preservation, or other site design practices have been used to maintain the predevelopment site hydrology.

(f) This chapter also applies to any activities which may affect the quantity or quality of a private or stormwater conveyance system or any waterway within the Village. Any person(s) engaged in activities that may result in excessive quantities of pollutants entering any stormwater conveyance systems or waterways may be subject to the remedies for violation of this section. Examples of such pollutants may include, but are not limited to, debris, concrete washings, de-icing materials, fertilizers, heavy metals, automobile fluids, topsoil, yard wastes, and commercial or light industrial wastes.

(g) Natural swales and channels should be preserved, whenever possible. If channel modification must occur, the physical characteristics of the modified channel will meet the existing channel in length, cross-section, slope, sinuosity, and carrying capacity. Streams and channels will be expected to withstand all events up to the two- year storm without increased erosion.

(Ord. 2010-10. Passed 12-13-10.)

1229.04 STORMWATER DRAINAGE/EROSION CONTROL.

All stormwater drainage and erosion control plans shall meet the standards adopted by the Village and Oakland County for design and construction and shall, to the maximum extent feasible, utilize nonstructural control techniques, including, but not limited to:

- (a) Limitation of land disturbance and grading;
- (b) Installation and maintenance of vegetated buffers and natural vegetation;
- (c) Minimization of impervious surfaces;
- (d) Use of terraces, contoured landscapes, runoff spreaders, grass or rock-lined swales; and
- (e) Use of infiltration devices.

(Ord. 2010-10. Passed 12-13-10.)

1229.05 STORMWATER MANAGEMENT PLAN.

(a) As part of the site plan submittals, three copies of a stormwater management plan shall be submitted to the Village for every development subject to this chapter. The contents of the stormwater management plan shall include the information requirements

as outlined in the Oakland County "Engineering Design Standards for Storm Water Facilities, Procedures for Submittal and Review, Part 1 through 5," as applicable.

(b) The Village Council shall establish certain fees and escrow requirements by resolution. Fees and escrow account payments shall be sufficient to cover administrative and technical review costs anticipated to be incurred by the Village including the costs of on-site inspections.

(c) An as-built certification for stormwater management BMPs must be provided to the Village prior to final approval of the development.

(d) For sites that store or use chemicals, a spill response plan is required which clearly defines the emergency steps to be taken in the event of an accidental release of harmful substances that may migrate to the storm water system. Plans shall be submitted and approved by the Village.

(Ord. 2010-10. Passed 12-13-10.)

1229.06 LONG-TERM MAINTENANCE OF STORMWATER FACILITIES.

(a) A long-term maintenance plan shall be submitted to the Village for approval. A maintenance agreement shall be signed by the owner or operator and shall be included as an obligation in the restrictive covenants, master deed, easement document, or in another recordable form and recorded with Oakland County.

(b) Stormwater facilities shall be maintained by the owner and shall be repaired and/or replaced by such person when such facilities are no longer functioning as designed. Disposal of waste from maintenance of facilities shall be conducted in accordance with applicable federal, state and local laws and regulations.

(c) Records of installation and maintenance and repair shall be retained by the owner and shall be made available to the Village upon request.

(Ord. 2010-10. Passed 12-13-10.)

1229.07 MAINTENANCE AND GUARANTEE BOND.

The owner shall provide a maintenance and guarantee bond to the Village for inspection and emergency maintenance of stormwater management BMPs for a period of at least five years following final acceptance. The bond amount shall be determined as ten percent of the total cost of construction of each stormwater management BMP and drainage facility listed or as determined by the Village. The Village reserves the right to periodically modify the bonding amounts and requirements by resolution.

(Ord. 2010-10. Passed 12-13-10.)

1229.08 EASEMENTS.

(a) Stormwater management easements shall be provided as necessary and recorded as directed by the Village to ensure access for inspections, maintenance, and preservation of primary and secondary drainageways needed to serve other properties.

(b) The location and purpose of easements for stormwater management and drainage shall be clearly described in development deed restrictions or condominium master deeds. Easements shall be recorded with the Oakland County Register of Deeds according to Oakland County requirements.

(Ord. 2010-10. Passed 12-13-10.)

1229.09 VIOLATIONS.

(a) If the stormwater management BMPs have not been adequately maintained, the Village may notify the owner(s) in writing and require the necessary maintenance or repairs within 90 days of the written notice. Should the owner fail to comply with the provisions of this chapter, the Village may, after giving reasonable notice and opportunity for compliance, have the necessary work done and the owner shall be obligated to promptly reimburse the Village for all such costs incurred. If the costs are not paid by the owner, the Village may pursue the collection of same through appropriate court actions or as lien on the property.

(b) When emergency measures are necessary to mediate a nuisance, to protect public safety, health, welfare, or to prevent loss of life, injury or damage to property, the Village is authorized to, but not require to, carry out or arrange for all such emergency measures. Property owners shall be responsible for the cost of such measures made necessary as a violation of this chapter and shall promptly reimburse the Village for all such costs. If the costs are not paid by the owner, the Village may pursue the collection of same through appropriate court actions or as lien on the property.

(Ord. 2010-10. Passed 12-13-10.)

1229.10 EXEMPTIONS.

(a) Activities contained entirely within federal, state, or county lands and that do not impact adjacent property within the Village are exempt from the requirements of this chapter.

(b) Routine single family landscaping and/or gardening that does not alter the existing storm water management facilities or require a grading plan as determined by the Village.

(c) Any person performing construction work in the Village shall maintain compliance with the county and state requirements for soil erosion and sediment control.

(d) The prohibition of discharges shall not apply to any discharge regulated under a NPDES point source permit issued and administered by the State, provided that the discharger is in full compliance with all requirements of the permit and other applicable laws or regulations. Compliance with an applicable NPDES permit governing discharges into a stormwater conveyance system shall be considered compliance with this chapter. NPDES permitted storm water discharges are still subject to the County design criteria.

(Ord. 2010-10. Passed 12-13-10.)

1229.11 WAIVERS.

The Village recognizes that, due to the specific requirements of any given development, inflexible application of the design standards may result in development with excessive paving, stormwater runoff, and a waste of space which could be left as an open space. **The Village Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards.** All requests for waivers or variances must be provided in writing along with justifications. Alternatives that are consistent with the overall intent of stormwater quantity and quality management may be proposed, subject to the approval of both the Village and, if applicable, the County.

(Ord. 2010-10. Passed 12-13-10.)

1229.12 DISCLAIMER OF LIABILITY.

The degree of protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical considerations. The standards set forth herein are minimum standards and this chapter does not imply or guarantee that compliance will ensure that there will be no unauthorized discharge of pollutants into the waters of the United States. This chapter shall not create liability on the part of the Village, any agent or employee thereof for any damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. 2010-10. Passed 12-13-10.)

VILLAGE OF FRANKLIN, MICHIGAN

**RESOLUTION TO AMEND CHAPTER 1229 OF THE VILLAGE CODE OF
ORDINANCES: STORMWATER MANAGEMENT**

WHEREAS, both the State of Michigan and the Federal Government provide laws and regulations requiring local units of government to protect and enhance the water quality of local watercourses, water bodies, and groundwater, and

WHEREAS, the Village of Franklin has adopted Chapter 1229, Stormwater Management, of the Village Code or Ordinances in compliance with these laws and regulations, and

WHEREAS, periodic amendments to these laws and regulations drive the need for the Village to amend our Chapter 1229 so as to remain compliant with these regulations, and

WHEREAS, amendments are proposed for Section 1229.03 Applicability and Section 1229.11 Waivers; and

WHEREAS, CHAPTER 1229 in its entirety is attached to this resolution, and,

WHEREAS, proposed amendments to Section 1229.03 and 1229.11 are printed in red in the attachment and read as follows:

1229.03 – (a) *The Oakland County Water Resources Commissioners Stormwater Engineering Design Standards as amended from time to time, are hereby adopted by the Village of Franklin in this article for the control and treatment of stormwater runoff.*

1229.11 - *The Village Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards.*

THEREFORE, the Village Council of the Franklin Village resolves:

1. To approve the proposed amendments to Sections 1229.03 and 1229.11 of the Village Code of Ordinances as presented and attached hereto, and
2. The Clerk and the Administrator of the Village of Franklin are hereby directed to provide a certified copy of this resolution with the attached, amended ordinance to the State of Michigan Department of Environment, Great Lakes, and Energy.

Motion by _____

Seconded by _____

Roll Call Vote **Yes** **No**

Erlich

Seltzer

Hansen

Goldberg

Sahli

Hanke

Lamott

Dana Hughes City Clerk

CERTIFICATION

I, Dana Hughes, being the duly appointed and qualified Clerk of the Village of Franklin, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution, the original of which is on file in my office, adopted by the Village of Franklin Council at a regular meeting held on October 9, 2023.

Dana Hughes, City Clerk

VILLAGE OF FRANKLIN, MICHIGAN

**RESOLUTION TO AMEND CHAPTER 1229 OF THE VILLAGE CODE OF
ORDINANCES: STORMWATER MANAGEMENT**

WHEREAS, both the State of Michigan and the Federal Government provide laws and regulations requiring local units of government to protect and enhance the water quality of local watercourses, water bodies, and groundwater, and

WHEREAS, the Village of Franklin has adopted Chapter 1229, Stormwater Management, of the Village Code or Ordinances in compliance with these laws and regulations, and

WHEREAS, periodic amendments to these laws and regulations drive the need for the Village to amend our Chapter 1229 so as to remain compliant with these regulations, and

WHEREAS, amendments are proposed for Section 1229.03 Applicability and Section 1229.11 Waivers; and

WHEREAS, CHAPTER 1229 in its entirety is attached to this resolution, and,

WHEREAS, proposed amendments to Section 1229.03 and 1229.11 are printed in red in the attachment and read as follows:

1229.03 – (a) *The Oakland County Water Resources Commissioners Stormwater Engineering Design Standards as amended from time to time, are hereby adopted by the Village of Franklin in this article for the control and treatment of stormwater runoff.*

1229.11 - *The Village Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards.*

THEREFORE, the Village Council of the Franklin Village resolves:

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2. The Clerk and the Administrator of the Village of Franklin are hereby directed to provide a certified copy of this resolution with the attached, amended ordinance to the State of Michigan Department of Environment, Great Lakes, and Energy.

Motion by _____

Seconded by _____

Roll Call Vote **Yes** **No**

Erlich

Seltzer

Hansen

Goldberg

Sahli

Hanke

Lamott

Dana Hughes City Clerk

CERTIFICATION

I, Dana Hughes, being the duly appointed and qualified Clerk of the Village of Franklin, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of the Resolution, the original of which is on file in my office, adopted by the Village of Franklin Council at a regular meeting held on November 13, 2023.

Dana Hughes, City Clerk

Finance Application for Schedule # 8384211

November 20, 2023

Municipality: Village of Franklin
Dealer: Gorno Ford
Attn: Sgt. Mark Dyjewski

Thank you for choosing Ford Motor Credit Company for your financing. Below is a review of how we will proceed with the financing of your new vehicle(s).

Description	Unit Price
2023 Ford Police Interceptor Utility	\$47,919.00

Total Asset Cost	\$47,919.00
Underwriting Fee	\$545.00
Amount Financed	\$48,464.00
Number of Payments	3
Payment Timing	Annual
Rate	9.19000
Payment Amount	\$17,593.92

In order to begin the approval process, please email the following document to jdoty@ford.com:

- The completed Municipal Finance Application (attached).
- Proof of Appropriation (we need ONE of the following):
 - Board Meeting Minutes showing approval of vehicle(s) purchase
 - Approval of Budget with the Budget line item highlighted
 - Letter on your letterhead stating the vehicles are approved for purchase
- The most recent Audited Financial Statement
- A copy of your Tax-Exempt Certificate, if applicable.

The rate on this deal will expire on 1/19/2024. If the closing does not occur prior to the expiration date, the rate is subject to change.

Until financing has been approved, this is not a commitment by Ford Motor Credit Company to finance the above. It was prepared assuming the Municipality qualifies for Federal Income Tax Exempt Status for Ford Motor Credit Company, LLC under Section 103 of the IRS Code.

Should you have any questions, please contact me.

Sincerely,

Janet Doty

Janet Doty
Marketing Coordinator
jdoty@ford.com
1-800-241-4199, press 1



FORD CREDIT
Municipal Finance

**MUNICIPAL FINANCE EQUIPMENT LEASE-PURCHASE
APPLICATION
Schedule # 8384211**

1. Legal Name of Municipality ("Lessee")	Village of Franklin, michigan Police Dept.
2. 9 Digit Federal ID Number	38-1813586
3. Physical Address	Street Address: 32311 Franklin Road City, State, Zip Code, County: Franklin, MI 48025 Oakland
4. Billing Address if different from above	Street Address: Same as above City, State, Zip Code, County:
5. What is the name of the department using the vehicle(s)/equipment and for what purpose?	Franklin Police Dept., Patrol Vehicle
6. Does this equipment replace previous equipment?	<input checked="" type="checkbox"/> Yes → When was the previous equipment purchased? 2020 <input type="checkbox"/> No → What is the reason for the new equipment?
7. Will payments come from the General Fund?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No → Please indicate the name of the Fund
8. Accounts Payable Contact Information	Name: Susan Goldstrom Telephone: (248) 626-9666 Email: Sgoldstrom@franklinvillagemi.gov
9. How would you like your invoice to be provided?	<input type="checkbox"/> Sent electronically via email to the Accounts Payable Contact email <input checked="" type="checkbox"/> Sent via USPS mail to the Billing Address provided above
10. Alternate Accounts Payable Contact Information	Name: Dana Hughes Telephone: (248) 626-9666 Email: Dhughes@franklinvillagemi.gov
11. Attorney Contact Information	Name: Peter Golcaj Telephone: (248) 396-2088 Email: pgolcaj@bhlaw.us.com

DOCUMENTATION

Please submit the following documents with this application:

- Signed proof of appropriation (in the form of ONE of the following):
 - Signed board meeting minutes showing approval for purchase
 - Signed budget approval, with applicable budget line item highlighted
 - Signed letter on municipal letterhead stating the applicable assets are approved for purchase
- Most recent audited financial statement (additional years may be requested)
- A copy of municipality's tax-exempt certificate (if applicable)
- A copy of municipality's insurance binder if requested financing is over \$250,000

CERTIFICATION

I, the undersigned, certify that:

- Lessee has appropriated funds for the first payment.
- Lessee has followed all required purchasing procedures regarding the award of the proposed contract.
- Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.
- The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessary actions on its behalf.

THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON DULY AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THE PROPOSED CONTACT ON BEHALF OF THE LESSEE

Print Name AND Title of authorized Official to sign contract

Wet-Ink Signature of Authorized Official

Authorized Official email address:

DATE: 11/9/23 **(2023MY Explorer P.I. Utility - PATROL)**

(OSS) "First Come – First Serve" (Incoming)

TO: CHIEF DANIEL ROBERTS, FRANKLIN-BINGHAM FARMS (P.D.)
248-626-9672 (DIRECT) (CELL) 248-763-2829 droberts@franklin.mi.us

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: Contract# 071B7700181

MIDEAL 071B7700181 #3003-POL (1) **2023MY P.I. UTILITY,**
BLACK/BLACK CLOTH/VINYL, 3.3L V6 /10 Spd. (POLICE CALIBRATED), 4WD,
DUAL SIDE LED SPOT LAMP, DISC BRKS.w/ABS (H.D.ROTORS/CALIPERS),
ELEC. PWR. ASSIST STEERING, H.D. (POLICE CALIBRATED) 10 Spd. AT,
H.D. ALT./BATT., H.D. RADIATOR/TRANS. OIL COOLER/ENGINE OIL COOLER,
ENGINE HOUR METER, TPMS, COLUMN SHIFT, TILT/CRUISE, GLOBAL LOCK,
VINYL FLOOR COVERING, PWR. ADJUSTABLE PEDALS, PWR. DRIVER SEAT,
19 gal. TANK, CLOTH FRONT SEATSw/INTRUSION PLATES/VINYL REAR, 3.73 AXLE RATIO,
ADVANCE TRACw/ROLL STABILITY CNTRL. & GYROSCOPIC SENSORS, FRNT.
CONSOLE MOUNTING PLATE, PRIVACY GLASS, 255/60Rx18 AS, 18"H.D. STEEL WHEELS,
PWR. WINDOWS/LOCKS/Htd.MIRRORS, BATT. SAVER, CAPLESS FUEL FILLER,
FRNT./SIDE AIR BAGSw/ROLL CURTAIN & SAFETY CANOPY, 2-WAY RADIO PRE-
WIRE, AM/FM/MP3w/CLOCK, 4.2"LCD INFO SCREEN, GRILL PRE-WIRE, OBD CONNECTOR,
1284x KEYED ALIKE, COURTESY LAMP DISABLE, REAR PWR. WINDOW/LOCKS PWR. DELETE
IN-OP, RED/WHITE DOME LIGHT, KEY FOBw/(2) EXTRA KEYS, TAIL LIGHT HSG. PREP.

F.O.B. DELIVERED TO FRANKLIN, MI **\$47,919.00**
(MSRP = \$49,997.00)

Quoted unit is currently inCOMING and can be delivered as soo as possible.

ETA LATE DECEMBER.

2024MY Explorer P.I. Utility not available until summer 2025 – expect \$3,500.00 price increase.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: _____

Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and Franklin-Bingham Farms P.D.. This quotation is compiled in association with the Oakland County Cooperative Contract and intended for use by local municipalities and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
Village of Franklin**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Village of Franklin, 32325 Franklin Rd., Franklin, MI 48025 ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Public Body** means the Village of Franklin, which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
 - 1.6. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees,

concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.7. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.8. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.8.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.8.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.8.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.8.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.8.5. **Web Publishing Suite** means the ability for Public Bodies to have and/or manage a public web presence using standard Oakland County technologies and platforms, template-based solutions, semi-custom website designs, content management, and/or support services.
 - 1.8.6. **Data Center Use and Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
 - 1.8.7. **Remedial Support Services** means the services as defined in Exhibit VI.
 - 1.8.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
 - 1.8.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
 - 1.8.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
 - 1.8.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics,

and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

1.8.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).

1.8.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery

1.9. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.

1.10. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and incorporated in Section 2 or added at a later date by a formal amendment to this Agreement:

- Exhibit I: Online Payments
- Exhibit II: Over The Counter Payments
- Exhibit III: Pay Local Taxes
- Exhibit IV: Jury Management System
- Exhibit V: Web Publishing Suite
- Exhibit VI: Remedial Support Services
- Exhibit VII: Data Center Use and Services
- Exhibit VIII: Oaknet Connectivity
- Exhibit IX: Internet Service
- Exhibit X: CLEMIS
- Exhibit XI: ArcGIS Online
- Exhibit XII: Data Sharing
- Exhibit XIII: Pictometry Licensed Products

2. **COUNTY RESPONSIBILITIES.**

2.1. County, through its Department of Information Technology, shall provide the I.T. Services described in Exhibit(s) VIII, IX, X, XI, XII and XIII which are attached and incorporated into this Agreement.

2.2. County shall support the I.T. Services as follows:

2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.

2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.

- 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
- 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)
 - 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Links to these terms and conditions will be provided to Public Body and will be listed on the County's website. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements.

3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.
- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.
- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
- 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
- 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
- 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
- 3.7.1. Direct coordination and interaction with County staff.
- 3.7.2. Communication with general public supported by Public Body.

- 3.7.3. Following County's procedures to report an application incident.
- 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
- 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
- 3.7.6. Requesting security changes and technical support from the Service Center.
- 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
- 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.
 - 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
 - 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.

- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.
5. **PAYMENTS.**
- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County. Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurers – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this

Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. **ASSURANCES.**

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. **DISCLAIMER OR WARRANTIES.**

- 7.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 7.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 7.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for

possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

10.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

10.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

11. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

12. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

13. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

14. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

15. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

16. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

17. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
18. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
19. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
20. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 20.1. If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 20.2. If Notice is sent to Public Body, it shall be addressed to: Pam Hansen, President, Village of Franklin, 32325 Franklin Rd., Franklin, MI 48025.
- 20.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
21. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
22. **ENTIRE AGREEMENT.**
- 22.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific services described in the attached Exhibits. With regard to those services, this Agreement supersedes all other oral or written agreements between the Parties.

22.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Pam Hansen hereby acknowledges that he/she has been authorized by a resolution of the Village of Franklin, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: Pam Hansen
Pam Hansen,
President

DATE: 11-16-2017

WITNESSED: Cur H Parker

DATE: 11-16-2017

AGREEMENT
ADMINISTRATOR: James Kuehl
(IF APPLICABLE)

DATE: 11-16-2017

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: Michael J. Gingell
Michael J. Gingell (Jan 11, 2018)
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

DATE: **Michael J Gingell**
E-signed 2018-01-11 03:33PM EST
gingellm@oakgov.com

WITNESSED: Jo Ann Stringfellow
Jo Ann Stringfellow (Jan 12, 2018)
Oakland County Board of Commissioners
County of Oakland

DATE: **Jo Ann Stringfellow**
E-signed 2018-01-12 09:03AM EST
stringfellowj@oakgov.com
Oakland County IT Accounts Payable

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OakNet Connectivity

INTRODUCTION

COUNTY RESPONSIBILITIES

1. County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
2. County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
3. County shall provide a single port by which Public Body may connect its internal network to OakNet
4. County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
5. County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
6. To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

PUBLIC BODY RESPONSIBILITIES.

1. Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
2. Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
3. Public Body shall not mount any equipment in the County's equipment cabinet.
4. Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.

OakNet Connectivity Exhibit VIII

5. Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.
6. If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
7. Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services
8. Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.
9. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT IX
I.T. SERVICES AGREEMENT
Internet Service

INTRODUCTION

1. County shall provide an I.T. Service enabling Public Body to access Internet service from its facilities and workstations via County's Internet Service Provider (ISP). County has sole control over the selection and retention of the ISP.
2. County may, in its sole discretion, block any device or network traffic from or to Public Body that has the potential to interfere with the County's ability to provide access to internet service, any other I.T. Services or County services of any type. County will advise Public Body Points of Contact of changes to ISPs, decisions to block any device or network traffic or other changes that could impact Public Body's daily operations.
3. County shall only provide outbound access to the Internet, and shall not be obligated to provide any access for Internet devices to Public Body devices or services directly. County shall not provide an Internet routable address to the Public Body for incoming Internet traffic.
4. Public Body shall abide by the Acceptable Use Policy (AUP) of the County's Internet Service Provider (ISP) or ISP's and all changes made to the AUP(s) by the ISP(s) used during the term of the Agreement. County will provide the URL to the applicable AUP. Public Body, through its points of contact will review the AUP and oversee compliance with the policy among Public Body employees and agents.
5. Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County and shall fulfill the responsibilities provided in Section 3.7 of the Contract.

SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department.

SERVICE AND SUPPORT COSTS

County will provide access to Internet Service via its Internet Service provider without fee or cost. If County determines that, in order to maintain access to Internet Service for Public Body, it must charge a fee, County will promptly notify Public Body.

LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as "CLEMIS") is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

- 1.8. **CLEMIS Website** is the portion of the County's website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
 - 1.9. **Criminal Justice Information Services ("CJIS") Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information ("CJI") as defined in the CJIS Security Policy.
 - 1.10. **Fire Records Management System ("FRMS")** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.
2. **CLEMIS DIVISION RESPONSIBILITIES.**
- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
 - 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
 - 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.
3. **PUBLIC BODY RESPONSIBILITIES.**
- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
 - 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
 - 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.
 - 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly.

to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.

- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
 - 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
 - 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
 - 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
 - 3.9. **Data Update/Expungement/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
 - 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
 - 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
 - 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.
 - 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
 - 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.
4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body's data to Public Body. County will provide such data in a format and time period determined by County, but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Freedom of Information Act Request/Court Orders to County for Public Body Data.** County is required and will respond, pursuant to applicable law and/or court order, to Freedom of Information Act ("FOIA") requests and court orders addressed to it and received by it for Public Body data possessed by County. Before responding to a FOIA request or a court order concerning Public Body's data possessed by County, County will use its best efforts to inform Public Body of the request or order and give them an opportunity to provide County with information that could impact County's response to the FOIA request or court order.
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body's data to a third party. Addendum A shall identify the third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.
- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** County will not provide data to a third party, unless County is the recipient of a Freedom of Information Act request or court order or is directed in Addendum A to provide data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.

- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information” or “PHI” (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act (“HITECH Amendment”), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body’s data to a third party, County shall not be responsible for any actions of the third party and the third party’s use of Public Body’s data.
5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**
- 5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.
- 5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.
- 5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.
- 5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).
- 5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.
- 5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her

designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

- 5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.
6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter "Payment Application") and/or the CLEMIS Crash Purchase Application (hereinafter "Purchase Application"), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
- 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
- 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County's contractual obligations, and reasonable business standards and practices.
- 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
- 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
- 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
- 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of

Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
 - 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
 - 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
 - 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. **CLEMIS ADVISORY COMMITTEE.**

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and

Page 7 of 9

EXHIBIT X

I.T. SERVICES - INTERLOCAL AGREEMENT

Approved by CLEMIS Strategic Planning Committee 07-08-15

Approved by CLEMIS Advisory Committee 07-16-15

counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
- 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
- 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
- 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.
10. **OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.**
 - 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
 - 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.

- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

- ☒ **Tier 1**
- ☐ 16 or more FTE's ☒ 6 – 15 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 2**
- ☐ 16 or more FTE's ☐ 6 – 15 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 2.5**
- ☐ 16 or more FTE's ☐ 6 – 15 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 3**
- ☐ 16 or more FTE's ☐ 6 – 15 FTE's ☐ 1 – 5 FTE's
- Tier 4 Rescinded**
- Tier 5 Rescinded**
- ☐ **Tier 6 (eCLEMIS)**
- ☐ 19 or more FTE's ☐ 6 – 18 FTE's ☐ 1 – 5 FTE's
- ☐ **Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center**
- ☐ **Tier 8 Jail Management (outside Oakland County)**
- ☐ **Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan** (does not contribute any data)
- ☐ **District Court in Oakland County** (excluding 52nd District Courts)
- ☐ **Pays CLEMIS Fee:** receives ticket data.
- ☐ **OPT-OUT of CLEMIS Citation Payment Application**
- ☐ **Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- ☐ **District Court outside Oakland County**
- ☐ **Pays CLEMIS Fee:** receives ticket data.
- ☐ **OPT-OUT of CLEMIS Citation Payment Application**
- ☐ **Does not pay CLEMIS Fee:** receives ticket data load and must exclusively use CLEMIS Citation Payment Application.
- ☐ **Circuit Court** (outside Oakland County - does not contribute any data)
- ☐ **Prosecutor Office** (outside Oakland County, does not contribute any data)
- ☐ **FRMS Participant** (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.



Mobile Data Computers ("MDC")



WITH County provided wireless



WITHOUT County provided wireless



CAD Only WITHOUT County provided wireless



Livescan



WITH printer



WITHOUT printer



Mugshot



Capture Station and Investigative



Investigative Only



Jail Management



CLEMIS Member located in Oakland County



CLEMIS Member located outside Oakland County



OakVideo (CLEMIS Member located outside Oakland County)



Crime Mapping Application

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____



Pawn Application



Fire Records Management System In Oakland County



Phase I



Phase II



Fire Records Management System Outside Oakland County



Fire Department Data Extract (Provide third party vendor information below)



In Oakland County



Outside Oakland County

Vendor Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____



CRASH Report Payment Amount: \$ 5.00



Enhanced Access Fee Disbursement Instructions



Disbursement when Requested



Disbursement Quarterly

Make Check Payable to: Village of Franklin



OPT-OUT of Exhibit V (OakNet Connectivity) OakNet connectivity is not needed

COUNTY: Washtenaw 1-3-18
CLEMIS Division Manager Date

PUBLIC BODY: Franklin, MI Police Dept.

Title/Name: Chief Daniel D. Roberts

Signature: Daniel D. Roberts 11/15/17
Date

(to be completed by Public Body)

EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE

INTRODUCTION

ArcGIS Online ("AGO") is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 004545 and herein referred to as the "Enterprise Agreement," which can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request). The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County's AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the "License Agreement") and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1. DEFINITIONS

- 1.1. "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County's AGO portal by Public Body.
- 1.2. "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body's access to or use of County's AGO portal.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. Deployment. County shall deploy AGO Named User accounts to Public Body as specified in the Enterprise Agreement without fee or cost to Public Body.
- 2.2. Access Management. County shall deploy AGO Named User accounts to Public Body through County's Service Center. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise Agreement.

- 2.3. Support. County's Information Technology (I.T.) Department shall pass through updates and provide Tier 1 Support to Public Body for applicable AGO use without fee or cost to Public Body.
- 2.4. Administration of CVT Acknowledgement Statement. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A) in accordance with paragraph 3.1, County shall provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. Execution of CVT Acknowledgement Statement. Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body.
- 3.2. Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, and any applicable laws, rules, and regulations when accessing or using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any new agreement mentioned in paragraph 3.4, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has received and reviewed the License Agreement.
- 3.3. Amendments to License Agreement. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the License Agreement relating to the access or use of AGO. Amendments to the License Agreement can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreement.
- 3.4. New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or related agreements. New agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide

notice to Public Body when it becomes aware that Public Body must comply with any new agreements.

- 3.5. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- 3.6. Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self-registration to access or use AGO.
- 3.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 3.4. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

4. LICENSED USE AND ACCESS

- 4.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

**ADDENDUM A
EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE**

CVT ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")** have entered into an Enterprise Agreement (EA), identified as Agreement No. **312130**, formerly 2014ELA719, and several amendments to that EA. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during years two (2) and three (3) of the EA. Deployment of ArcGIS Online by County to CVTs and CVTs use of the ArcGIS Online is subject to the terms of the License Agreement (Esri contract no. 2014MLA7199) contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement and the following requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the following requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

Additionally:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 3.2, Beta License, of the General License Terms and Conditions—E204 in the License does not apply to CVT.
- (2) Section 4.1f. Consultant Access, of the General License Terms and Conditions—E204 in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to US Export Control Regulation requirements outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to the License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

(CVT)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1. DEFINITIONS

- 1.1. **"Geographic Information System Data" or "GIS Data"** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2. **"Access Oakland Product"** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3. **"Consultants, Contractors or Subcontractors"** mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4. **"Third Party"** means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2. OAKLAND COUNTY RESPONSIBILITIES

- 2.1. The County agrees to provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3. PUBLIC BODY RESPONSIBILITIES

- 3.1. All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and

service marks (collectively the Content) are owned by the County or licensed to the County by Third Parties who own the Content. The Content is protected by copyright, trademark and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

- 3.2. All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3. Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4. Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5. Public Body shall require any and all of its Consultants, Contractors or Subcontractors who, on behalf of Public Body, want access to GIS Data and/or Access Oakland Products described in this Agreement to execute a written agreement by which Public Body's Consultants, Contractors or Subcontractors agree to the provisions in the following subparagraphs. Public Body shall provide an original of the fully signed and executed agreement described in this paragraph to the County prior to the Public Body's Consultants, Contractors or Subcontractors accessing the GIS Data and/or Access Oakland Products.
 - 3.5.1 Public Body's Consultants, Contractors or Subcontractors shall be bound by the terms and conditions of this Agreement;
 - 3.5.2 Public Body's Consultants, Contractors or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except those authorized by Public Body in relation to the performance of its official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors or Subcontractors shall return to Public Body all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6. Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all other requests, not related to this Agreement, to

purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4. LICENSED USE AND ACCESS

- 4.1.** County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

INTRODUCTION

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. ("Pictometry"), which contains several license agreements ("License Agreements") that can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement ("Licensed Products"), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

1. OAKLAND COUNTY RESPONSIBILITIES

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County's Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement

(which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

2. PUBLIC BODY RESPONSIBILITIES

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. Amendments to the License Agreements can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.

- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, which can be found on the Oakland County Purchasing Website at the 'Contract Public Search' link or provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements. Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.
- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

3. LICENSED USE AND ACCESS

- 3.1. County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ATTACHMENT A
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name:

Authorized Subdivision Address:

Authorized Subdivision Email Address:

Authorized Subdivision Phone
Number:

Authorized Subdivision Attn:

Pictometry Licensed Products:

Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas, Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Signature: _____

Name: _____

Title: _____

Date: _____

Pictometry International Corp.

Signature: _____

Name: _____

Title: _____

Date: _____

Effective Date: _____

ATTACHMENT B
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT

Contractor Name: _____

Type of Contractor entity: _____

Contractor Address: _____

Governmental Entity that Contractor
is performing work on behalf of: _____

Contractor Attn: _____

Effective Date: _____

Term: _____

Pictometry Licensed Products: _____
Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified above ("Contractor") and is effective beginning on the Effective Date listed above for the Term as set forth above, at which time this Agreement will automatically terminate.

Whereas, Pictometry and the County of Oakland, Michigan previously entered into a license agreement wherein the Governmental Entity identified above was given access to and use of certain products identified above ("Pictometry Licensed Products"). The Governmental Entity has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, in order for Contractor to fulfill its contractual obligations to the Governmental Entity.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

1 Grants of Rights; Restrictions on Use

- 1.1** Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.
- 1.2** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

ATTACHMENT B

suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof.

- 1.3 Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).
- 1.4 Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.
- 1.5 Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

2 Disclaimers

- 2.1 The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 2.2 The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 2.3 All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 2.4 Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 2.5 While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.
- 2.6 Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.
- 2.7 Pictometry and each third party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.
- 2.8 Pictometry and each third party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.
- 2.9 Contractor waives any and all rights Contractor may have against Pictometry, each third party supplier of any portion of the Pictometry Licensed Products, and each of their

ATTACHMENT B

directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products.

3 Warranty

3.1 THE PICTOMETRY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF THE PICTOMETRY LICENSED PRODUCTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4 Limitation of Liability

- 4.1** No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.
- 4.2** "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Pictometry Licensed Products or third party alliance entity and their affiliates.
- 4.3** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.
- 4.4** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

5 Miscellaneous

- 5.1** Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

ATTACHMENT B

- 5.2 Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.
- 5.3 Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.
- 5.4 Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.
- 5.5 All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.
- 5.6 Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.
- 5.7 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.
- 5.8 The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 5.9 In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Contractor

Pictometry International Corp.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: _____

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS



32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

**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 of the 13th day of November 2017, there were:

Present: Fred Gallasch, Brian Gordon, Judy Moenck, Mike Seltzer, Mira Stakhiv, Pamela Hansen
Absent: Thomas Morrow

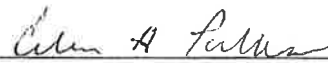
#2017-90 Motion by Seltzer, seconded by Gordon to approve the IT Services Agreement with Pictometry Licensed Products.

Ayes: Gallasch, Gordon, Hansen, Moenck, Seltzer, Stakhiv
Absent: Morrow
Nays: None
Motion carried.

CERTIFICATION

I, Eileen H. Pulker, the duly elected 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 November 13, 2017, 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: November 13, 2017


Eileen H. Pulker, Village Clerk

**ADDENDUM A
EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE**

CVT ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")** have entered into an Enterprise Agreement (EA), identified as Agreement No. **312130**, formerly 2014ELA719, and several amendments to that EA. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during years two (2) and three (3) of the EA. Deployment of ArcGIS Online by County to CVTs and CVTs use of the ArcGIS Online is subject to the terms of the License Agreement (Esri contract no. 2014MLA7199) contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents it has received and read the License Agreement, and understands and agrees to be bound by the terms of the License Agreement and the following requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the following requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

Additionally:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 3.2, Beta License, of the General License Terms and Conditions—E204 in the License does not apply to CVT.
- (2) Section 4.1f. Consultant Access, of the General License Terms and Conditions—E204 in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to US Export Control Regulation requirements outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to the License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

Village of Franklin

(CVT)

Signature: Pamela Hansen

Printed Name: PAMELA J HANSEN

Title: President

Date: 11-16-2017

ATTACHMENT A
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name: Village of Franklin
Authorized Subdivision Address: 32325 Franklin Road
Franklin, MI 48025
Authorized Subdivision Email Address: clerk@franklin.mi.us
Authorized Subdivision Phone Number: 248 626 9666
Authorized Subdivision Attn: Eileen Parker, Village Clerk
Pictometry Licensed Products: Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision Identified above ("Authorized Subdivision").

Whereas, Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Signature: Pamela J Hansen
Name: PAMELA J. HANSEN
Title: President
Date: 11-16-2017

Pictometry International Corp.

Signature: Brian Brockmann
Name: Brian Brockmann
Title: Corporate Vice President
Date: 5/29/2018
Effective Date: 5/29/2018



32325 Franklin Road, Franklin, Michigan 48025

F: (248) 626-0538

T: (248) 626-9666

www.franklin.mi.us

VILLAGE COUNCIL

Second Monday of Each Month at 7:00 PM

January 8, 2024
February 12, 2024
March 11, 2024
April 8, 2024
May 13, 2024
June 10, 2024

July 8, 2024
August 12, 2024
September 9, 2024
October 14, 2024
November 11, 2024
December 9, 2024

WASTE WATER MANAGEMENT BOARD

January 8, 2024

August 12, 2024

PLANNING COMMISSION

Third Wednesday of Each Month at 7:00 PM*

(*Except when otherwise noted)

January 17, 2024
February 21, 2024
March 20, 2024
April 17, 2024
May 15, 2024
June 19, 2024

July 17, 2024
August 21, 2024
September 18, 2024
October 16, 2024
November 20, 2024
December 11, 2024 (*2nd Wednesday)

HISTORIC DISTRICT COMMISSION

First Wednesday of Each Month at 7:00 PM

January 3, 2024
February 7, 2024
March 6, 2024
April 3, 2024
May 1, 2024
June 5, 2024

July 3, 2024
August 7, 2024
September 4, 2024
October 2, 2024
November 6, 2024
December 4, 2024

ZONING/SIGN BOARD OF APPEALS

Third Thursday of Each Month at 7:00 PM*

(*Except when otherwise noted)

January 18, 2024
February 15, 2024
March 21, 2024
April 18, 2024
May 16, 2024
June 20, 2024

July 18, 2024
August 15, 2024
September 19, 2024
October 17, 2024
November 21, 2024
December 12, 2024 (* 2nd Thursday)

All Special Meetings and Public Hearings of the Village Council, Commissions, Committees, and Boards are posted as they are scheduled. All Meetings are held at the Franklin Village Office, 32325 Franklin Road, Franklin, Michigan 48025.

Posted: December 12, 2023



APPLICATION FOR VILLAGE BOARD OR COMMISSION

Board/Commission of Interest *(Please print clearly)* _____

Name: _____

Address: _____

Home Phone: _____ Cell: _____

E-mail: _____

Length of Residence in the Village: _____ Occupation: _____

Reason for interest:

Related Employment Experience *(Please indicate dates, attach additional pages as necessary)*

Education:

Experience or Other Relevant Information (Village Boards, Churches, Civic or Community Group, Memberships, Associations, etc. Attach resume or additional page as necessary):

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the Village of Franklin from which you or they derive direct compensation or financial benefit? If yes, please explain:

Are you an elector or voter in the Village of Franklin? _____

Signature of Applicant

Date

Historic District Commission: Membership; Terms; Appointment; Vacancies; Removals

1230.04 (B)

(1) The Historic District Commission shall consist of seven members whose residence is located in the Village of Franklin. They shall be appointed by the Village Council for terms of office of three years. The Commission members currently in office on the date of the adoption of this chapter shall remain and continue as Commission members with their terms of office unchanged. Members of the Commission may be reappointed after their terms expire.

(2) At least one member of the Commission shall be appointed from a list of citizens submitted by a duly organized and existing preservation society or societies, and at least one member of the Commission shall be a graduate of an accredited school of architecture who has two years of architectural experience or who is an architect duly registered in this State, if such person resides in the Village and is available for appointment. A majority of the members of the Commission shall have a clearly demonstrated interest in or knowledge of historic preservation.

(3) A vacancy occurring in the membership of the Commission for any cause shall be filled within 60 calendar days by a person appointed by the Village Council for the unexpired term.

(4) The members of the Commission shall serve without compensation.

(5) Any member or members of the Commission may be removed by vote of the Village Council for inefficiency, neglect of duty, conflict of interest, misfeasance or malfeasance in office.

(6) Absence from three consecutive regular meetings of the Commission shall automatically operate to vacate the seat of a member of the Commission, unless the absence is excused by the Commission by resolution setting forth such excuse.

Historic District Study Committee: Establishment, Modification or elimination of Historic District 1230.09

(a) Establishment of Historic District Study Committee. Before establishing, modifying or eliminating any Historic District, Council shall appoint a Historic District Study Committee. The Committee shall contain a majority of persons who have a clearly demonstrated interest in or knowledge of historic preservation, and shall contain representation from one or more duly organized local historic preservation organizations. The Historic District Study Committee shall be an ad hoc committee which may be established by Council to consider only specific proposed districts, projects or programs authorized by Council, and shall then be dissolved.

Planning Commission: Appointment and term 1220.03

The Village President, with the approval of the Village Council by a majority vote of the members elected and serving, shall appoint all Planning Commission members. The Planning Commission shall serve for terms of three (3) years each. A

Planning Commission member shall hold office until the member's successor is appointed.

Vacancies shall be filled for the unexpired term in the same manner as the original appointment.

Planning Commission members shall be qualified electors of the Village. The membership of the Planning Commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the Village, in accordance with the major interests as they exist in the Village, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire geography of the Village to the extent practicable.

If a member misses four (4) consecutive meetings of the Commission, or twenty-five percent (25%) of the Commission meetings in any twelve (12) month consecutive term, unless such absences are excused by the Commission for reasons entered into the proceedings of the Commission at the time of each absence, then said position may be declared vacant by the Village Council.

Zoning Board of Appeals: Membership: Appointment: Removal: Vacancies 1224.02

The Board of Zoning Appeals, consisting of seven members, is hereby created to replace the Board heretofore created by the Village of Franklin in Ordinance No. 21, effective August 18, 1964. When the term of an individual member of the Board expires, the Village Council shall appoint a successor for a three-year term from the date of expiration of said original member's term, except for the seventh member added by this section to the earlier six-man Board, which member shall be appointed for a three-year term at the time the next reappointment or appointment is made to the Board. All members shall be citizens of the United States and residents of the Village of Franklin and shall not be employees of the Village. One member of the Board shall be a member of the Village Planning Commission. One member of the Board may be a member of the Village Council, but shall not serve as chairperson of the Board. Members may be removed by the Village Council for misfeasance, malfeasance, or nonfeasance in office only after consideration of written charges and a public hearing. A member shall disqualify himself or herself from a vote in which the member has a conflict of interest; failure to do so constitutes malfeasance in office. Any vacancy in the Board shall be filled by the Village Council for the remainder of the expired term.

Appointments to the Board shall be made annually on July 15. Vacancies of specific unexpired terms may be filled throughout the year. Each term shall begin on July 15 and end on July 14.

The Village Council may appoint not more than two alternate members for the same term as regular members to the Board. An alternate member may be called as specified to serve as a member of the Board in the absence of a regular member if the regular member will be unable to attend one or more meetings. An alternate member may also be called to serve as a member for the purpose of reaching a decision on a case in which a regular member has abstained for reasons of conflict of interest. The alternate member appointed shall serve in the case until a final decision is made. The alternate member has the same voting rights as a regular member of the Board.



Village of Franklin
32325 Franklin Road
Franklin, MI 48025

248-626-9666 Office
248-626-0538 Fax

CIVIC EVENTS PERMIT

NAME OF EVENT: Art Menorah 2023
ORGANIZATION: Chabad of Bingham Farms
APPLICANT: Benzion Geisinsky
DATE(S) OF EVENT: December 14, 2023
TIME OF EVENT: 5:00 PM

DETAILED DESCRIPTION

OF EVENT: Community members will gather together as we kindle a Menorah made of art.
There will be activities for the children and food available, free of charge in a warmed up tent, as in the past.
Tables, chairs, sound, lighting and stage will all be rented and cleared within 24 hours of the event.
There may be some entertainment as well, possibly a magic show or the like

WHERE WILL

PARTICIPANTS PARK? On the lot near the park

Are You Requiring Any Street Closure? ☐ Yes ☒ No

Please Attach a Map Showing Proposed Street Closure

Temporary Sign Needed? ☐ Yes ☒ No

Sign application attached? ☐ Yes ☒ No

Have You Held This Event Here Before? ☒ Yes ☐ No

Are You Requiring a Banner Over Franklin Road?

☐ Yes ☒ No (Banner Policy Attached)

Expected Number of Participants 100

Does Your Organization Have any Affiliation with the Village of Franklin? Yes ☒ No

If yes, what is the affiliation? We arrange Jewish programming for and in the village

Applicant further agrees that the Village may require reimbursement of Village incurred costs associated with Civic Event Permit (e.g. Police overtime, cleanup, damage to public property...etc)

☐ If Banner requested, attach copy of insurance certificate.

In consideration for this permit, the applicant agrees, to the fullest extent permitted by law. To release, indemnify, defend and hold harmless the Village of Franklin, its elected and appointed officials, boards, councils, commissions, employees, and volunteers from any liabilities, damages, losses, suits, claims, expenses, attorney fees and costs that arise from any injury or property damage relating to use of Village property by the Applicant or Applicant's employees, members, volunteers, contractors, agents, invitees, licensees, guests, attendees or participants. It is further agreed that the Applicant shall supply the Village of Franklin and DTE Energy with a certificate of insurance evidencing commercial general liability insurance, with an insurance carrier licensed and admitted to do business in Michigan, naming the Village, its elected and appointed officials, boards, councils, commissions, employees, volunteers and the property owner of 32654 Franklin and Franklin-Bingham Fire Department if a banner displayed, as additional insured in a form and with coverage and coverage limits acceptable to the Village.

Benzion Geisinsky

11/14/2023

Authorized Signature

Date

Clark
Building Dept.

Police Dept

Fire Dept

Franklin Church

Administrator

Initials/Comment	Initials/Comment	Initials/Comment	Initials/Comment	Initials/Comment
DH 12/6/23	<u>[Signature]</u> 11/20/23	Tony Averbuch	<u>MM</u> 12/5/23	<u>[Signature]</u> 12/6/23



Village of Franklin
32325 Franklin Road
Franklin, MI 48025

248-626-9666 Office

CIVIC EVENTS PERMIT

NAME OF EVENT: BICENTENNIAL DINNER & BARN DANCE

ORGANIZATION: FRANKLIN HISTORICAL SOCIETY

APPLICANT: ANN LAMOTT, PRESIDENT

CONTACT NAME: ANN LAMOTT PHONE #: 2485380273 Email: WLAMOTT@COMCAST.NET

DATE(S) OF EVENT APRIL 6, 2024

TIME OF EVENT 6 PM TO 9 PM

DETAILED DESCRIPTION OF EVENT & LOCATION (attach separate sheet if needed):

DINNER FOLLOWED BY BARN DANCE (INCLUDING ALCOHOLIC BEVERAGES)

IN A 50' X 70' TENT BETWEEN THE VILLAGE OFFICE & POLICE BUILDING.

WAIVER OF ALL VILLAGE FEES IS REQUESTED

WHERE WILL PARTICIPANTS PARK? STREETS & FRANKLIN CHURCH

Are You Requiring Any Street Closure? ☐ Yes ☒ No

Please Attach a Map Showing Proposed Street Closure

Will a tent larger than 120 sq. ft. be used during this event? ☒ Yes ☐ No If yes, Building Permit Required

Building Permit attached? ☒ Yes ☐ No

Temporary Sign Needed?

☐ Yes ☒ No

Are You Requiring a Banner Over Franklin Road?

Sign application attached?

☐ Yes ☒ No

☐ Yes ☒ No (Banner Policy Attached)

Have You Held This Event Here Before?

☐ Yes ☒ No

Expected Number of Participants 100

Does Your Organization Have any Affiliation with the Village of Franklin? Yes ☒ No

If yes, what is the affiliation? HISTORICAL SOCIETY

Applicant further agrees that the Village may require reimbursement of Village incurred costs associated with Civic Event Permit (e.g. Police overtime, cleanup, damage to public property...etc.)

☐ If Banner requested, attach copy of insurance certificate.

In consideration for this permit, the applicant agrees, to the fullest extent permitted by law. To release, indemnify, defend and hold harmless the Village of Franklin, the Franklin-Bingham Fire Department and their elected and appointed officials, boards, councils, commissions, employees, and volunteers from any liabilities, damages, losses, suits, claims, expenses, attorney fees and costs that arise from any injury or property damage relating to use of Village property by the Applicant or Applicant's employees, members, volunteers, contractors, agents, invitees, licensees, guests, attendees or participants. It is further agreed that the Applicant shall supply the Village of Franklin and DTE Energy with a certificate of insurance evidencing commercial general liability insurance, with an insurance carrier licensed and admitted to do business in Michigan, naming the Village, its elected and appointed officials, boards, councils, commissions, employees, volunteers and the property owner of 32654 Franklin and Franklin-Bingham Fire Department if a banner displayed, as additional insured in a form and with coverage and coverage limits acceptable to the Village.

Ann Lamott
Authorized Signature

12/5/2023
Date

Clerk

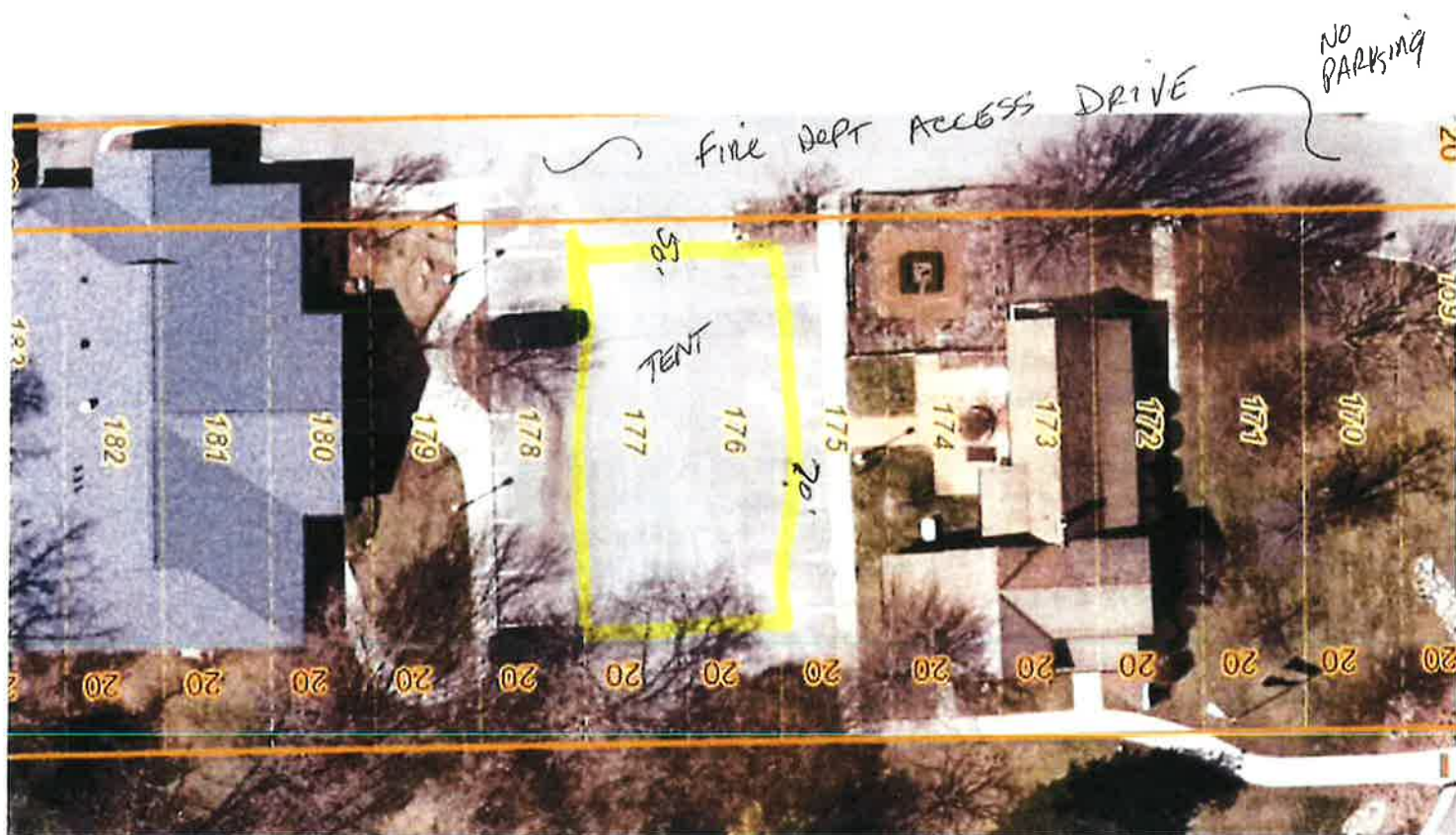
Police Department

Fire Department

Franklin Church

Administrator

Initials/Comment	Initials/Comment	Initials/Comment	Initials/Comment	Initials/Comment
DH 12/5/23	AS - As long as police staff has parking lot access during the event	Tony Averbuch <small>Digitally signed by Tony Averbuch DN: cn=Tony Averbuch, o=Village of Franklin, email=staverbuch@fd.com, c=US Date: 2023.12.06 11:31:19 -0500</small>	MM 12/5/23	12/6/23



TENT.

FIRE RATING

EXIT SIGNS

2 EXIT REQUIRED

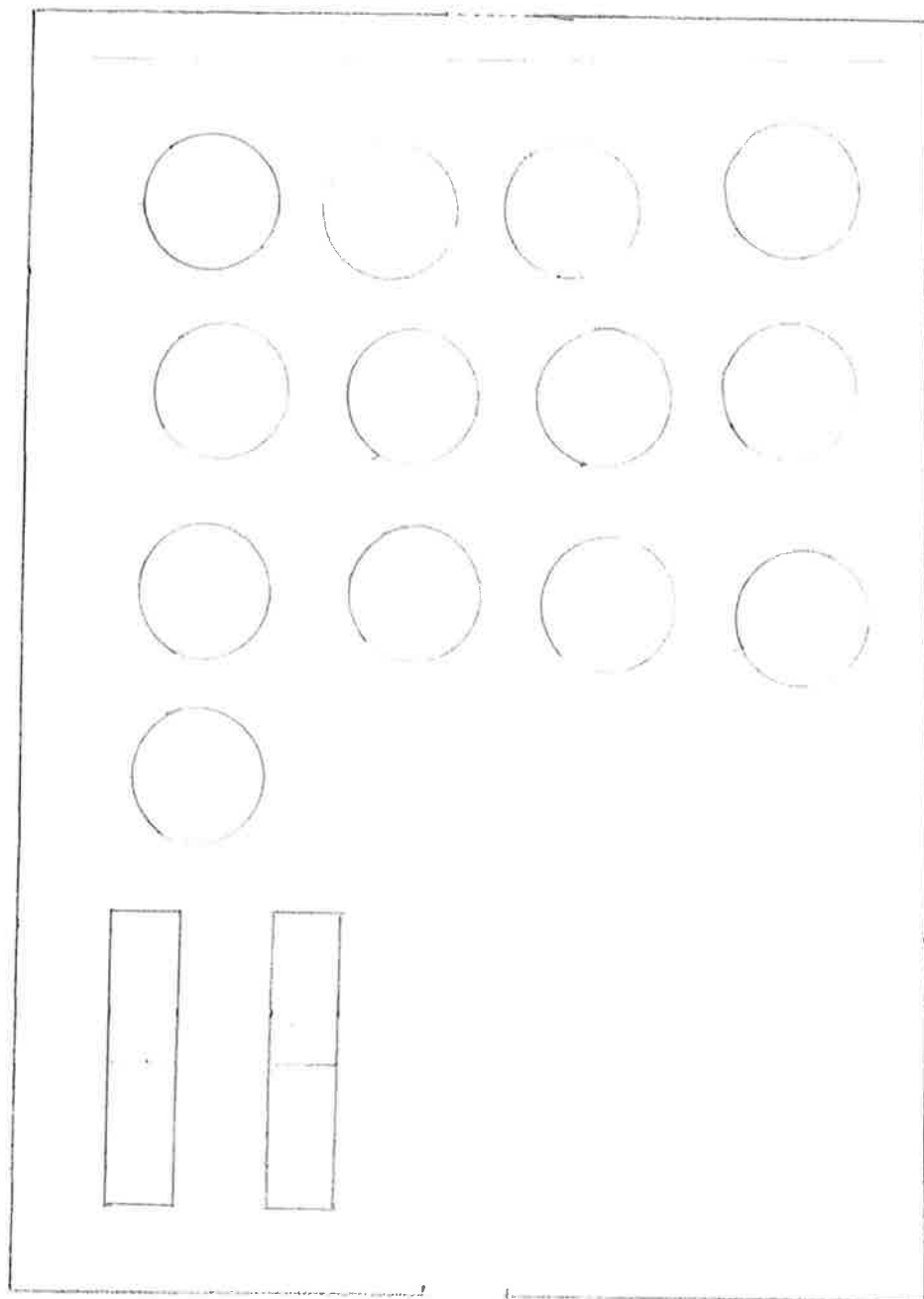
FLOOR PLAN

FIRE EXT. (1 EACH EXIT.)

FRANKLIN ROAD

N
←

← EMERGENCY EXIT



104 seats
at 13.5 tables

POLICE
STATION

VILLAGE
OFFICE

50 X 70
TENT

ENTRANCE

ACCESS DRIVE

1" = 10'

Council Goals, Objectives, and Various Tasks

Revised outline based on March 13, 2023 council workshop

HIGHER COST ITEMS

1. Storm Water System - Inspect and update entire system. \$1 million
2. Improve wireless cell service. \$500,000
3. Address contamination in/around Village Center; install municipal water to 40 affected properties. \$2 million
4. Stimulate historic building renovation & business occupancy. (Van Avery Mansion/Franklin Hotel/Franklin Church) \$3 million
5. Pedestrian Trails - Complete Irving to Colony Hill & Jenstan paths. Set next priority. \$1 million
6. Sidewalks - Concept plan exists for 13 Mile, none for Franklin south of 13 mile. \$4 million
7. Install village-wide municipal water. Don't pursue \$53 million village-wide installation. Conduct educational programs.

LOWER COST ITEMS

DEVELOP AND MAINTAIN A BALANCED BUDGET

1. Determine strategies to minimize budgeted use of fund balance.
2. Examine various spending accounts for opportunities to reduce costs.

OPTIMIZE COMMUNICATIONS WITH AND PARTICIPATION BY RESIDENTS

1. Provide enhanced live viewing of Council meetings.
2. Developed improved documentation of resident inquiries and their resolution.
3. Expand communications using the Web
4. Newsletter - consider bi-weekly online distribution; quarterly hard copy version
5. Share the Village website calendar with other local units
6. Develop a new community directory/email communication

ENHANCE BUSINESS DEVELOPMENT/HISTORIC CHARACTER

1. Stimulate Historic preservation/Expand historic district
2. Update signs in the Village
 - a. Remove unneeded signs
 - b. Replace/repair damaged signs
 - c. Replace street name signs with new design
3. Recommend priorities for economic expansion and continue efforts to revitalize downtown businesses.
4. Restore historic stone walls at Franklin/Woodlore, Lucerne/13 Mile and along Wellington near Irving. \$100,000.

STAFF - OPTIMIZE VILLAGE STAFFING

1. Add one full time patrol officer/reduce four part-time patrol officers
2. Prepare roster of Village Employees and assigned duties.
3. Hire Economic Development/Main Street staff person. Establish measurable goals.
4. Hire an accounting professional to handle financial issues.

OPTIMIZE ELECTRONIC SYSTEMS

1. Resolve remaining issues with email
2. Improve initial phone response in Village Hall system
3. Determine potential uses/benefits of expanding Microsoft software capabilities.

VILLAGE OF FRANKLIN
COUNCIL WORKSHOP ON GOALS, OBJECTIVES, AND VARIOUS TASKS
MONDAY, November 13, 2023, at 6:00 PM
Franklin Village Hall, Broughton House
32325 Franklin Road, Franklin, Michigan 48025

- 1. Nancy Kolinski presented the Council an update on the Village drainage workplan.**

Discussion followed.

- 2. Fraser provided Council with a budget update.**

Discussion followed.

Lower Cost Goals and Objectives

- 3. Develop and Maintain a Balanced Budget - Done**

- 4. Optimize Communications with and Participation by Residents**

A. Enhance life viewing of Council meetings – Done

B. Develop improved documentation of resident inquiries – a type of CRM system or Microsoft Lists.

C. Expand communications using the internet.

i. Community calendars or directory.

1. Discussion on allowing residents to opt or out.

D. Will remain on the list.