



32325 Franklin Road, Franklin, Michigan 48025

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VILLAGE OF FRANKLIN
REGULAR COUNCIL MEETING MONDAY, April 8, 2024, 7:00 P.M.
Franklin Village Hall, Broughton House
32325 Franklin Road, Franklin, Michigan 48025

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. ADOPTION OF AGENDA**
- V. MINUTES**
 - A. Regular Meeting of March 11, 2024
- VI. PUBLIC REQUESTS AND COMMENTS**
- VII. REPORTS OF VILLAGE OFFICERS AND AGENTS**
 - A. Police Report
 - a. Consider Intergovernmental Agreement Between Village of Franklin & Village of Bingham Farms for Police Services.
 - B. Fire Report
 - a. Consider Interlocal Agreement Between Village of Franklin & Bloomfield Township.
 - C. Treasurer Report
- VIII. SUBMISSION OF CURRENT BILLS**
- IX. SPECIAL REPORTS**
 - A. President's Report
 - B. Council Report
 - C. Administrator Report
 - a. Pickering Barn
 - D. Planning Commission Report
 - E. Main Street Franklin Report
 - F. Committee on Pathways Report
- X. PUBLIC HEARING**
 - A. Consider the Amendment to the Outdoor Lighting Ordinance.
- XI. OLD BUSINESS**
 - A. Consider the Second and Final Reading of the Outdoor Lighting Ordinance.
 - B. Consider Excess Signage of Franklin Road.
- XII. NEW BUSINESS**
 - A. Consider Civic Event Permit Application for BYOD (Bring Your Own Dog) on April 28th.
- XIII. ADJOURNMENT**

Posted: April 4, 2024

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, March 11, 2024, 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 7:00 P.M.

II. ROLL CALL

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

Absent: Mike Seltzer

Present: Tony Averbuch, Fire Chief; Dan Roberts, Police Chief, Village Administrator; Peter Gojcaj, Village Attorney, Lance Vainik, Village Treasurer, and Dana Hughes, Village Clerk

III. ADOPTION OF AGENDA

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

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

NAYS: None

ABSENT: Seltzer

Motion carried.

IV. MINUTES

A. Regular Meeting of March 11, 2024

Motion by Hanke seconded by Sahli to adopt the Minutes for the Regular Meeting of February 12, 2024, with corrections.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

V. PUBLIC REQUESTS AND COMMENTS

Public Comments were opened by President Bill Lamott at 7:06 PM.

Public Comments were closed by President Bill Lamott at 7:06 PM.

VI. REPORTS OF VILLAGE OFFICERS AND AGENTS

REPORTS OF VILLAGE OFFICERS AND AGENTS

A. Police Report

Dan Roberts

- Dan Roberts, Police Chief reviewed with Village Council his submitted report.
- Roberts discussed the department's budget and administrative updates, including a 4.2% increase in requests due to healthcare, retirement costs, and needed station maintenance.
- He explained that Kimberly Bonacorsi, a long-time police officer, will be retiring in June, and the department is planning for the transition.
- He announced the new annual reports were now available.

Discussion:

- Hanke asked about applicants to replace her. Roberts explained the department has only received one application, despite posting the position in various places, and that they are concerned about the challenging environment for hiring police officers in the area.

a. Consider Bid for Sale of Police Vehicle

Roberts recommended accepting the bid from Chicago Motors for the sale of the old police vehicle, as their offer of \$13,207.00 is in line with Kelley Blue Book values.

Motion by Hanke seconded by Hansen to approve the sale of the police vehicle to Chicago Motors at the price of \$13,207.00.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

Roberts recommended accepting the bid from Snethkamp Chrysler Jeep for the lease of the 2024 Jeep Compass, as their revised offer of \$450 per month is within the budgeted amount.

Motion by Hanke seconded by Erlich to approve the lease of the 2024 Jeep Compass from Snethkamp Chrysler Jeep for the monthly lease of \$452.00.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

B. Fire Report

Tony Averbuch

- Tony Averbuch, Fire Chief reviewed with Village Council his submitted report.
- Averbuch explained that the fire department will be using a new database reporting system moving forward.

Lance Vainik, Village Treasurer

- Lance Vainik, Village Treasurer reviewed with the Village Council his treasurer's report.
- He reported that the Village has sufficient funds to meet its current and anticipated obligations.
- There was a large entry of \$90,000.00 for the sidewalk project.

VII. SUBMISSION OF CURRENT BILLS

Totals: 3-10-2024	
CATEGORY	SUB TOTALS
General	\$ 54,718.57
Major Streets	\$ 97,062.50
Local Streets	\$ 11,812.50
Police	\$ 92,695.89
Garbage and Rubbish	\$ 15,073.44
Building Dept.	\$ 6,910.99
Library	\$ -
Street Project	\$ -
Road Millage	\$ -
Sewer Fund	\$ -
Tax Collection	\$ 450.75
Wastewater	\$ 26,774.19
TOTALS	\$ 305,498.83

Discussion:

- The Council discussed ongoing issues with the Village sidewalk project, including legal challenges and cost overruns.
- Fraser and Vainik discussed with the Council their meeting regarding investment strategies with a regional officer from First Merchants.

VIII. SUBMISSION OF CURRENT BILLS

It was moved by Hanke, seconded by Sahli to approve the submitted bills.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

IX. SPECIAL REPORTS

A. President's Report

No report.

B. Council Report

- Sahli recognized International Women's Day and commended women-owned businesses in the Village, including Main Street. He also wished a Happy Ramadan to the Village's Muslim neighbors.
- Sahli asked for an update on the Irving easement, Fraser agreed to provide a report to the whole council.
- Hansen suggested monthly updates on Bicentennial planning to keep the community informed.
- Lamott stated that the Barn dance and dinner will be on April 6, tickets available online and at the Village Library.
- Hansen stated that NEXT will be having its second annual fundraiser. It will be at the Daxton Hotel. on April 4th. The goal is to help offset the capital outlays costs that are related to moving from the elementary school to the old YMCA building on Lincoln Street.

Action Item: Fraser will provide an update report on the Irving Street easement.

C. Administrator Report

- Fraser shared updates on staff changes. He stated that Megan Bohm has accepted another position outside the Village. He also discussed the signage options for the Village. He met with a representative from Electromagnetic to discuss a proposed electronic sign for the Village. Then he and Goldberg met with Chris Ford and Matt Thomas from Metro Signs.

Discussion:

- Goldberg mentioned that the cost of digital signs is primarily determined by the sign itself, rather than the location or viewing angle.
- Hansen suggested sending McKenna's report on illuminated and manual signs to the Council for review before moving forward with the project.

Action Item: Village Administration to provide McKenna's report to the Council.

D. Planning Commission Report

- Wooters stated that the Planning Commission is working to amend the cellular service ordinance to align with Michigan state regulations. He mentioned that Planning has scheduled a public hearing on Artificial Landscaping. He also stated that the review of the Extenet Systems application has been paused until further review from legal. He also mentioned the need for a comprehensive list of outdated or non-compliant ordinances and asked for the Council's input on how to prioritize these ordinances.

Discussion:

- Sahli asked if any potential investors for Pickering barn project have been found. Sahli also inquired about the timing of adjustments to ordinances, such as the cell phone ordinance, and suggested holding off until the analysis is complete to avoid duplicating costs.

E. Main Street Franklin Report

- Jeremy Fagan, President of Main Street Franklin, stated that they are working to put together something for the Pickering farm. He has been talking to some potential private investors as well. Their next plan is to put together a proposal and hopefully get some interest to show the Council soon. He acknowledged that Main Street, Franklin completed its accreditation process for 2024.
- Pam Migliore presented Lisa Dunn with an award honoring her 16 years of dedication to the Main Street Franklin board.
- John Bry, of Main Street Oakland, presented Wanda McGlown with the Genisys Grant for her shop, the Pet Paw Boutique. He also stated that reviewers praised her well-put-together application.
- George Venettis wanted to add that Wanda really did her homework. She worked closely with Susan and the application was just fantastic. She had the vision and she knew where she wanted to expand her business and increase her business and customer base and to make downtown Franklin a better place to do business.

F. Pathways Subcommittee Report

No report.

X. OLD BUSINESS

A. Consider First Reading of Outdoor Lighting Ordinance.

Discussion:

- Hansen shared personal experience with excessive lighting in the Village, highlighting communication challenges.
- Local ordinances regarding holiday lighting and their potential impact on property owners were discussed.
- The Council discussed concerns about simplifying and clarifying ordinance language to avoid unintended consequences.
- Hansen expressed concerns about the lack of specific guidelines for lighting on commercial buildings in the ordinance, which could lead to inconsistent lighting in the downtown area.
- Sahli expresses concerns about the document's enforceability and seeks input from the code enforcement officer.

Action Item: To include a link in the newsletter regarding the upcoming Public Hearing on the Outdoor Lighting Ordinance.

Motion by Hansen seconded by Erlich to approve the first Reading of Outdoor Lighting Ordinance.

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

NAYS: Hanke
ABSENT: Seltzer
Motion carried.

B. Consider Golf Cart Ordinance.

- Wooters provided data on the Golf Cart Ordinance, as requested by Trustee Sahli, to better understand the Council why the ordinance was not moved forward.

Discussion:

- Discussion involved the possibility of allowing golf carts on roads in the Village, with Hanke expressing support and highlighting the positive experiences of other communities.
- Wooters raised concerns about the feasibility of the ordinance, including the lack of access to roads for residents living along Inkster and the potential for police citations.
- Roberts stated that with Franklin's lack of sidewalks, golf carts on the road would pose safety concerns for pedestrians.
- Erlich suggested allowing golf carts in the Village for fun and convenience, with potential benefits for parades and transportation.

Public Comments:

Beth Dylan

- She opposed the golf cart ordinance due to safety concerns.

Tracy Stein

- She shared her perspective on golf carts in South Haven, mentioning their usefulness and potential for fun, while also acknowledging the need for rules and regulations.

Motion by Hanke seconded by Sahli to direct the Planning Commission draft a new Golf Cart Ordinance.

AYES: Erlich, Goldberg, Hanke, and Sahli
NAYS: Hansen and Lamott
ABSENT: Seltzer
Motion carried.

C. Consider the Master Plan's Goals and Objectives.

Wooters stated that Planning decided to recategorize goals that were thought to match the Village's character as community values with the intent to focus on three primary goals that fall within those values. The intent for this was that the values changed little over the time in the Master Plan. He thought this was a cleaner way to look at the Village's goals as well as our values because he thought they were the Village's core values.

Discussion:

- The Council were impressed with the changes made to the Master Plan's Goals and Objectives.

XI. CONSENT AGENDA

- A. Consider Civic Event Permit Application for Bicentennial Birthday Party on July 13th.**
- B. Consider Civic Event Permit Application for Oktoberfest on October 4th.**

Motion by Erlich, seconded by Sahli to approve the consent agenda items.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

XII. NEW BUSINESS

- A. Consider Proclamation for Arbor Day 2024.**

PROCLAMATION Arbor Day 2024

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE BE IT RESOLVED I, Bill Lamott, Council President of the Village of Franklin, do hereby proclaim, Friday, April 26, 2024, as Arbor Day in the Village of Franklin, and further, I urge all citizens to celebrate Arbor Day to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being of this and future generations.

It was moved by Hanke, seconded by Sahli to approve the resolution for the Proclamation for Arbor Day 2024.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

B. Consider Resolution for West Nile Fund Program 2024.

West Nile Virus Fund Program 2024 Resolution

WHEREAS, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures and mosquito larvicide distribution; and

WHEREAS, Oakland County has allotment of **\$493.33** in funds for the Village of Franklin to spend on West Nile Virus prevention; and

WHEREAS, the Village of Franklin, Oakland County, Michigan plans to incur expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program; and

WHEREAS, the Village of Franklin intends to implement a program for individual-sized, personal insect repellent distribution to residents; and

NOW, THEREFORE, BE IT RESOLVED: that the Village of Franklin authorizes and directs its Administrator, Roger Fraser, as agent for the Village of Franklin, in the manner and to the extent provided under an Oakland County Board of Commissioners Resolution, to purchase and request reimbursement for eligible mosquito control activity under Oakland County's West Nile Virus Fund Program for 2024.

It was moved by Hanke, seconded by Erlich to approve the resolution for the West Nile Fund Program 2024.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

C. Consider putting 32350 Franklin Road on notice of the Village's intent to Terminate and Revoke the (Permit) to Use Public Right-of-Way.

Goldberg explained that the Village Council approved the license for 32350 Franklin Road 25 years ago to put up a fence in the Village's right-of-way, but the contract was never signed until 10 years later. The issue of the fence itself was initially raised based on the fact it is a contract between the owners of the property and the Village. The contract itself allows the Village to revoke it at any time without reason. But it also requires the owner to be put on notice. He wants to officially open the process. In 60 days, he would like to consider whether to terminate and revoke the permit for the use of the public right-of-way. This would allow any resident who wants to provide either an opinion or a letter to be included. He added any who wanted to submit information should send it to the Village Clerk.

Public Comments:

Michael Ute

- He argued that a 25-year-old permit granted by the Village to the Hinnants' is not a contract and can be withdrawn at any time. He also stated that the fence around the property is necessary for safety due to nearby traffic.

Beth from Carol

- She asked how many residents have complained about the fence on that property. She then gave a list of addresses that have fences and asked if residents have complained about their fences. She felt like this property was being targeted for unknown reasons.

K.C. Ryan, 32320 Bowden Lane

- He stood to support the Hinnants' and their fence.

Katie Hinnant, 32350 Franklin Road

- She stated that she would be heartbroken if her fence was taken down after 25 years. She explained that her dogs are never outside without her or her husband and that is only to go to the bathroom.

Michael Stein, 26111 Carol

- He felt this was a waste of time.

Robert Hinnant, 32350 Franklin Road

- He stated that he is not sure why this has come up after 25 years. But he is happy to sign a document to keep the fence. He also thanked everyone for supporting him.

Discussion:

- Goldberg highlighted the difference between the fence issue and the contract, stating that the contract was based on a hastily prepared agreement that was never brought back to the council for vetting.
- Sahli emphasized the importance of formality in document requests to avoid confusion and chaos in the future.
- The Village will consider whether to revoke the license after more information is received.

Motion by Goldberg, seconded by Hanke to allow the Village to receive information over the course of the next 60 days so that at the May 13th Council meeting, a decision whether to reevaluate the license between the Village and the Hinnants. So based on the language of the agreement this will act as a formal notice and give the homeowners an opportunity to be heard or submit information in their defense.

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

NAYS: None
ABSENT: Seltzer
Motion carried.

D. Consider the Excess Signage on Franklin Road.

Discussion:

- Concerns about excessive signage in their neighborhood, including a crosswalk sign that may be impeding traffic were discussed.
- Roberts suggested hiring a firm to evaluate sign compliance, citing visibility and legal concerns.
- Hansen suggested forming an ad hoc committee to address downtown signage concerns.
- Wooters highlighted the recurring issue of signage in the village, mentioning previous studies and derelict signs that need attention.
- Lamott suggested forming a time-bound commission to provide recommendations on signage maintenance and improvement focusing on downtown signage, including informational signs and regulatory signs.

Motion by Hansen, seconded by Hanke to appoint a task force that is comprised of representatives from Planning, the Village Administration, Police, Main Street, the Historic District Commission, and the Historic Society to work together to focus on excessive signage on Franklin Road.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, and Lamott
NAYS: None
ABSENT: Seltzer
Motion carried.

E. Consider Village Wide Street Sign Replacement.

Discussion:

- Lamott brought up the idea of using blue and white signs with the village logo, which was inspired by a sign he saw in Yellowstone.
- Goldberg expressed frustration with the cost of replacing street signs in the village, estimating it to be around \$8,000 to \$10,000.
- The Council discussed the possibility of establishing a task force to address the issue and vote on the matter. The task force to develop street sign recommendations, including design options and ADA compliance.

Motion by Goldberg, seconded by Hansen to amend to appoint a task force that is comprised of representatives from Planning, the Village Administration, Police, Main Street, the Historic District Commission, and the Historic Society to include excessive signage on Franklin Road and Village-wide Street sign replacements.

AYES: Erlich, Goldberg, Hanke, Hansen, Sahli, and Lamott
NAYS: None
ABSENT: Seltzer

Motion carried.

F. Consider a New Map of the Village.

Discussion:

- Erlich proposed donating \$500 for a map to be included in a welcome book for new residents, highlighting community properties and amenities.
- Sahli questioned why the FCA or Historic Society has not previously applied for CDBG funds, suggesting they should be allocated directly to benefit the community.
- The Council discussed the potential for McKenna to create a map for the Village.

It was moved by Goldberg, seconded by Sahli to approve a donation of \$500.00 to pay for the creation of a map for the Welcome Book that the FCA is putting together that outlines the defined community properties of Village Green, Library, Village Offices, and police station.

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

NAYS: None

ABSENT: Seltzer

Motion carried.

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 9:55 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
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MONTHLY REPORT
MARCH 2024

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.	105	25%	337	318
FRANKLIN	134	33%	387	435
OTHER	7	2%	27	35
TRAFFIC STOPS (Includes Verbal Warnings & Citations)	166	40%	551	442
TOTAL:	412	100%	1302	1230
TRAFFIC STOPS BINGHAM FARMS	74		270	189
TRAFFIC STOPS FRANKLIN	92		281	253
	166		551	442
S.A.D. Only: S.A.D.=Special Assessment District	36		136	124

WRITTEN COMPLAINTS

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>YEAR-TO DATE LAST YEAR</u>
BINGHAM FARMS	23	47%	62	69
FRANKLIN	22	45%	56	46
S.A.D./OTHER (S.A.D.=3, OTHER=1)	4	8%	23	21
TOTAL:	49	100%	141	136

BREAKING AND ENTERING/HOME INVASION

RESIDENTIAL

<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
1	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	3/29/2024	24-1275	30305 Oakview Way
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	0

	<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 2023</u>
FELONIES	0	0	2
MISDEMEANORS	15	39	28

MISDEMEANOR INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	3/1/2024	24-0929(B)	Vehicle Registration Improper/Expired (A)
(B)=Bingham Farms	3/4/2024	24-0938(B)	Vehicle Registration Improper/Expired (A)
(F)=Franklin	3/6/2024	24-0979(B)	DWLS OPS License Suspended/Revoked (A)
(S)=S.A.D.	3/7/2024	24-0999(B)	DWLS OPS License Suspended/Revoked (A)
(O)=Other	3/8/2024	24-1002(B)	DWLS OPS License Suspended/Revoked (A)
	3/9/2024	24-1032(B)	DWLS OPS License Suspended/Revoked (A)
	3/9/2024	24-1033(B)	Operating Under the Influence of Alcohol/Liquor (A)
	3/11/2024	24-1050(B)	Drove W/Expired Ops (A)
	3/14/2024	24-1089(S)	Telephone Used for Harassment, Threats
	3/16/2024	24-1121(B)	DWLS OPS License Suspended/Revoked (A)
	3/17/2024	24-1134(F)	Operating Under the Influence of Alcohol/Liquor (A)
	3/21/2024	24-1182(B)	Misdemeanor Arrest Warrant-(Originating Agency) (A)
	3/23/2024	24-1207(F)	Operating Under the Influence of Alcohol/Liquor (A)
	3/23/2024	24-1208(F)	Drove W/Expired Ops (A)
	3/29/2024	24-1271(B)	DWLS OPS License Suspended/Revoked (A)
	3/30/2024	24-1285(B)	DWLS OPS License Suspended/Revoked (A)

FELONY INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	3/18/2024	24-1151(S)	Assault - Strong Arm Robbery
(B)=Bingham Farms	3/20/2024	24-1176(S)	Larceny - From Building
(F)=Franklin	3/22/2024	24-1196(F)	Fraud (Other)
(S)=S.A.D.	3/30/2024	24-1275(B)	B&E - Burglary - Forced Entry - Residence
(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.	84	67%	289	283
FRANKLIN	42	33%	135	136
OTHER	0	0%	0	0
TOTAL:	126	100%	424	419

OTHER MATTERS

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

 4/2/24

Daniel D. Roberts, Chief of Police

FIRST AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN VILLAGE OF FRANKLIN AND VILLAGE
OF BINGHAM FARMS FOR POLICE SERVICES

The Village of Franklin ("Franklin"), whose administrative office is located at 32325 Franklin Road, Franklin, MI 48025, and the Village of Bingham Farms ("Bingham Farms"), whose administrative office is located at 24255 W. Thirteen Mile Road, Suite 190, Bingham Farms, MI 48025, enter into this agreement under which Franklin will provide police services to Bingham Farms subject to the following terms and conditions:

1. Franklin shall provide Bingham Farms with Police Services through the Franklin-Bingham Police Department ("Police Department"). Police Services shall be on a continuous 24-hour daily basis, 365 days a year, and the Police Department shall regularly patrol Bingham Farms, respond to emergency calls, and perform other Police Services in the same manner as its performance of Police Services for Franklin. For purposes of this Agreement, "Police Services" shall mean the prevention and detection of crime, preservation of law and order, and enforcement of general criminal law as provided for in state statutes and local ordinances, including the issuance of appearance tickets and municipal and traffic civil infraction citations, and shall also include road patrol, crime detection, crime prevention, criminal apprehension, supervision of police officers, responding to incidents and circumstances involving public safety, breach of peace, civil infractions, accidents, and performance of any related governmental law enforcement functions as authorized or mandated by law. The Police Services contemplated under this Agreement are strictly limited to those governmental law enforcement services the Police Department is authorized by law to perform.

2. For Police Services under this Agreement, Bingham Farms shall pay Franklin an annual amount determined in accordance with, and described as General Police Services in, the Compensation Process/Calculations attached to and part of this Agreement as Exhibit A. Bingham Farms shall make payment for Police Services in equal monthly installments payable on or before the first Monday following Bingham Farms' regular Village Council meeting which ordinarily is held on the fourth Monday of every month. Franklin shall provide Bingham Farms in writing annually upon approval of Franklin's budget the amount for General Police Services that is to be paid in the aforementioned monthly installments.

3. Police Services to be provided by Franklin shall include the provision and assignment of two (2) police officers to patrol what is known as the Special Assessment District of Bingham Farms. These two police officers shall work different shifts and shall each patrol Bingham Farms not less than forty hours per week as directed by the Chief of the Police Department. Bingham Farms shall pay Franklin for the cost of these two police officers (including salary, wages, overtime, allowances, fringe benefits, pension or retirement benefits, transportation cost, court time, training, clerical support, uniforms, insurance, equipment, employment taxes, and business expenses as detailed in attached Exhibit A), ~~with the amount of those payments to be applied in partial satisfaction of Bingham Farms' payment obligation for General Police Services under paragraph 2 of this Agreement.~~ in equal monthly installments payable on or before the first Monday following Bingham Farms' regular Village Council meeting which is ordinarily held on the fourth

Monday of every month. Any vehicle(s) or equipment Bingham Farms purchases or funds for use in the Special Assessment District shall be owned by and titled in the name of Franklin which shall provide insurance coverage thereon, naming Bingham Farms as an additional insured. Bingham Farms shall have and retain a security interest in any such vehicle evidenced on the vehicle title or by a financing statement which shall be duly filed with the Secretary of State. A vehicle described in this paragraph will be placed out of service upon the recommendation of the Chief of the Police Department and concurrence of Bingham Farms, which shall not be unreasonably withheld. Unless otherwise agreed by the parties at the time, upon a vehicle described in this paragraph being placed out of service, it shall be sold by Franklin in a commercially reasonable manner designated by Bingham Farms, with Bingham Farms entitled to receive the proceeds from the sale of any such vehicle and related equipment. If the Special Assessment District is discontinued or this Agreement expires or is terminated, title and possession of any such vehicle(s) and equipment shall be transferred, assigned and delivered to Bingham Farms.

4. The Police Department, through its Chief, shall provide monthly written reports to Bingham Farms containing information as to all Police Services activities within Bingham Farms which are a matter of police record or such other reports as agreed upon between the Police Department and Bingham Farms.

5. Bingham Farms authorizes the Police Department to act for and on behalf of Bingham Farms, in the rendering and performance of Police Services, including issuance of tickets, violations, complaints and the enforcement of the local ordinances of Bingham Farms.

6. Bingham Farms shall prosecute all misdemeanor and municipal and traffic civil infraction violations that the Police Department may file for local ordinance violations occurring in Bingham Farms.

7. Franklin shall obtain and maintain in force during the term of this Agreement insurance coverage for general liability, law enforcement liability, motor vehicle liability and worker's compensation. Such insurance shall name Bingham Farms as an additional insured on all liability policies which shall each have minimum coverage limits of at least \$10,000,000, with Bingham Farms to be provided with Certificates of Insurance confirming the required insurance during the entire term of this Agreement.

8. The parties shall be responsible for their own acts and omissions and the acts and omissions of their officials, employees and agents, as well as the cost and defense of those acts and omissions. This Agreement is not intended to waive, impair, divest, transfer, assign or contravene any constitutional, statutory, common law or other legal right, power, privilege, duty, obligation or immunity of the parties.

9. Police Department officers may identify themselves as police officers of Bingham Farms whenever necessary or appropriate. However, the legal status and the relationship of the Police Department and its police officers with Bingham Farms shall remain that of an independent contractor, and no employment relationship with Bingham Farms exists. Franklin and the Police Department shall, at all times, remain the sole and exclusive employer of the police officers and shall be responsible for the control, supervision, training, equipping and assignment of the police officers in the performance of Police Services under this Agreement.

10. The sole and exclusive purpose of this Agreement is to provide Police Services in and for Bingham Farms. This Agreement is not intended to create any special duty, obligation, promise, benefit or right to Police Services in favor of or to the benefit of any third party beyond the Police Department's duty, as established under existing law, to the general public.

11. Bingham Farms may not assign, delegate, transfer, promise, commit or lend any Police Services or police officers of the Police Department to any other public or private person, entity or organization. In the event Bingham Farms needs Police Services beyond normal Police Services provided by the Police Department due to an unusual or special circumstance, Bingham Farms shall communicate its request for additional Police Services or police officers to the Chief of the Police Department.

12. Bingham Farms shall have the right, during normal business hours, to examine the accounts and records of Franklin relating to the provision of Police Services hereunder and the Police Budget.

13. The term of this Agreement shall be five (5) years, commencing at 12:01 a.m. on July 1, 2010, and remaining in effect continuously until it expires at 11:59 p.m. on June 30, 2015. Thereafter, the term of this Agreement shall be automatically extended for ~~an~~ additional five (5) year term(s) unless either party gives written notice of intent to terminate to the other at least one year before the expiration of the current five-year term. Upon expiration or termination of this Agreement, Franklin and the Police Department shall have no further obligation to provide Police Services to Bingham Farms. For the avoidance of doubt, numerous extensions shall be allowed.

14. Upon any breach or material default (including failure to make payments within thirty days of due date) by either party in the performance of an obligation imposed under this Agreement, the non-defaulting party may serve written notice of the breach or default upon the defaulting party. Failure to cure the breach or default within ten (10) calendar days after service of such written notice shall entitle the non-defaulting party to suspend its own performance under this Agreement until the breach or material default is corrected and/or to terminate this Agreement.

15. This Agreement contains the entire agreement and understanding of the parties and supersedes any prior agreements. Any amendment, supplementation or modification of the Agreement shall be in writing signed and dated by both parties. This Agreement shall be construed as a whole, according to its fair meaning, and not strictly in favor of or against any party.

VILLAGE OF BINGHAM FARMS:

VILLAGE OF FRANKLIN:

Lisa Blackburn~~Lisa Blackburn~~David M. Leekie, President
~~Frederick Gallaseh~~, President Date

Bill Lamott~~H.~~

Kathryn P. Hagaman~~Ken Marten~~, Village Administrator/Manager/Clerk
Roger Fraser~~Eileen Pulker~~, Administrator/Clerk

Date

Date

Compensation Process/Calculations

Exhibit A

The Village of Bingham Farms ("Bingham Farms") in consideration for the provision of Police Services from the Village of Franklin ("Franklin") shall pay to Franklin annual fees calculated as follows;

Special Assessment District: Each year at budget preparation time the Police Chief shall calculate the actual cost for the two designated special assessment district officers to include the following; 1. **Personnel cost** which will include base salaries, holiday pay, overtime, longevity pay, payroll taxes, M.E.R.S.(retirement contribution), & clothing allowance. 2. **Benefits** which will include health care and dental, disability insurance, workmen's compensation, liability insurance, and retiree health care. 3. **Other** which includes training, police supplies, police car operation, police vehicle insurance and clerical, administration, dispatch and communications cost. This shall be the amount that Bingham Farms will base their SAD tax collections for payment to Franklin. Franklin shall provide this information to Bingham Farms in writing annually upon completion of the calculation of the cost of the two designated special assessment district officers as calculated above to be paid pursuant to Section 3 of this Agreement.

General Police Services: Bingham Farms will pay to Franklin an amount equal to 35% of the projected annual Police budget less: (1) the calculated SAD payment, (2) revenues received from grants, forfeitures, gifts, training expense reimbursements and other miscellaneous income sources, (3) revenues received from Southfield Township for police services, (4) Franklin's police related legal fees to the extent they are included in the budget, and (5) credits or vehicle sales proceeds Bingham Farms is entitled to for prior years or SAD vehicles.

Vehicle: Bingham Farms will pay to Franklin the amount paid for any purchase of an SAD vehicle and equipment and labor required to outfit it for police use in a year this Agreement is in effect. In any agreement by the parties for an SAD vehicle to be retained by Franklin or the Police Department rather than being sold, Bingham Farms will be reimbursed by Franklin for the agreed upon fair market value of the vehicle and any Bingham Farms purchased equipment on it, at the time the vehicle is removed from SAD service and Bingham Farms releases it security interest.

Credit: Each year at audit time Franklin's auditors will determine the exact cost of the Police Department and Bingham Farms' share of that cost based on the percentage under General Police Services above for the previous fiscal year and Bingham Farms will pay or receive a commensurate amount of that cost that exceeded or was less than what was paid by Bingham Farms to Franklin for Police Services for that fiscal year. Franklin shall make every effort to have this determination completed and provided to Bingham Farms in writing by December 31 of each year for the fiscal year that ended the preceding June 30. If that timeframe is not met, any such amounts owed to Franklin by or Bingham Farms in an amount of \$5,000 or more shall not be due and payable until the beginning of the first fiscal year after receipt of the determination. If the amount owed by Franklin or Bingham Farms for any one fiscal year is less

than \$5,000, that amount shall be due and payable within 30 days after the paying party has been notified of the auditor's determination.

INTERLOCAL AGREEMENT

BETWEEN CHARTER TOWNSHIP OF BLOOMFIELD AND THE VILLAGE OF FRANKLIN FOR FIRE DISPATCH SERVICES

Commencing on April 10, 2024 (the “Commencement Date”), at 12:01 AM, the Charter Township of Bloomfield (the “Township”), a Michigan municipal corporation, of 4200 Telegraph Road, Bloomfield Township, Michigan, and the Village of Franklin, a Michigan municipal corporation of Oakland County, Michigan, whose address is 32325 Franklin Road, Franklin, Michigan 48025, enter into this Agreement, as follows:

RECITALS

- A. WHEREAS, the Village contracts for fire services through the Franklin-Bingham Fire Department, (“Fire Department”), which provides rescue and life safety efforts, as well as fire protection, fire suppression, technical rescue / hazardous materials initial response, and emergency medical services (as licensed by the State of Michigan as a Basic Life Support agency) (“Fire Services”) and is the appointed Fire Department providing fire protection and all other fire services for the Village of Franklin;
- B. WHEREAS, the Fire Department has recommended, and the Village has determined, it will be beneficial to contract with the Township for its emergency dispatch for its Fire Services;
- C. WHEREAS, Township is willing to cooperate and provide those services to the Village for dispatch of Fire Services within the Village of Franklin, under the terms and conditions of this Agreement; and,
- D. This Agreement is consistent with the Township and Village’s charters and is authorized under the Urban Cooperation Act, MCL 124.501 et seq, and the Intergovernmental Transfers of Functions and Responsibilities Act, MCL 124.531 et seq.

THEREFORE, in consideration of the mutual interest, obligations, and promises herein contained, the Township and the Village agree:

- 1. Term. This Agreement shall be for a term of 1-year, and on its anniversary date, and on each successive annual anniversary date, it shall automatically renew for an additional 1-year term unless and until either party, with or without cause, chooses to terminate this Agreement by providing 90 days advance written notice of termination to the other party.
 - a. Services Provided By Township. The Township will provide the Village Emergency Medical and Fire Dispatch Services to its Fire Department on a continuous, daily, 24-hour basis, and shall include voice and electronic paging software capability. The Township shall include Emergency Medical Dispatch (EMD) services as part of medical requests for services. Any quality assurance reviews, if desired, will be the responsibility of the Franklin Bingham Fire Department. Dispatch Services shall also include contact for support dispatching mutual aid services, such as private medical transport and governmental fire agency contacts. (Collectively, the “Dispatch Services”)

2. Village Payment Obligations. The Village shall cause the Fire Department to make payment of \$35.00 per run dispatched for Fire Dispatch services, payable to the Township within thirty (30) days of monthly invoicing being received from Township/Fire Department, during the term of this agreement. These payment amounts, per run, shall be increased by two percent (2%) in each successive renewal term.
3. Liability and Hold Harmless. To the extent permitted by law, the Village shall hold harmless the Township, and its elected and appointed officials, officers, employees, and agents from any claims, costs or liabilities incurred by reason of any negligent or wrongful acts or omissions on the part of the Village, the Franklin Bingham Fire Department or their officials, officers, employees, and agents arising from or in connection with this Agreement. To the extent permitted by law, the Township shall hold harmless the Village, Fire Department, and its officials, officers, employees, and agents from any claims, costs or liabilities incurred by reason of any negligent or wrongful acts or omissions on the part of the Township or its officials, officers, employees, and agents arising from or in connection with this Agreement. Nothing in this Agreement is intended, nor shall it be construed, to diminish, delegate, divest, impair, or contravene any constitutional, statutory or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office including, but not limited to, governmental immunity of party or their officials, officers, employees, or agents.
4. Insurance. The Village shall cause the Franklin Bingham Fire Department throughout the term of this Agreement include the Township, its officials, officers, employees, and agents as additional insureds, on a primary and non-contributing basis, on the Fire Department's general liability insurance coverage with limits not less than Three Million Dollars (\$3,000,000). A certificate of insurance acceptable to the Township shall be supplied to the Township by the Commencement Date and at least annually thereafter and from time to time as requested by the Township. The certificate of insurance shall provide for thirty (30) days prior notice to the Township of any cancellation, expiration or material change in coverage.
5. No Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.
6. Compliance with Laws. Each party will comply with all federal, state, and local statutes, ordinances, administrative regulations, rules, and requirements applicable to its activities performed under this Agreement.
7. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal rights, privilege, power, obligation, duty, or immunity of the parties.
8. Delegation/Subcontract/Assignment. A party shall not delegate, subcontract, or assign any obligations or rights under this Agreement without the express written consent of the other party, and any attempt to do so without written consent will have no force or effect.

9. Severability. Each provision of this Agreement shall be interpreted under applicable law. If any provision is held invalid or held unenforceable, the rest of the Agreement will remain in full force and effect.
10. Notices. All required notices and invoices must be in writing and will be considered given when delivered (1) personally, or (2) by first-class mail, addressed as follows:
 - 1) If notice is sent to the Township, it will be addressed and sent to the Township Supervisor, at the Township Address above.
 - 2) All notices and invoicing sent to the Village, shall be addressed to the Village Administrator at the Village Address, above, with copy to the Franklin Fire Department, Attention: Fire Chief, at 32707 Franklin Road., Franklin, Michigan, 48025.
 - 3) A party may change the individual to whom notice is sent by notifying the other party in writing of the change.
11. Governing Law. This Agreement will be governed and interpreted pursuant to Michigan law.
12. Entire Agreement; Revisions. This Agreement contains the entire understanding among the signors of this Agreement.
13. Authorization. The parties have taken all actions and have secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have the legal authority to sign it and bind the parties to the terms of this Agreement.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by the Bloomfield Township Board and the Franklin Village Council approving and authorizing this Agreement, the undersigned officials have signed this Agreement.

Dated: _____, 2024

VILLAGE OF FRANKLIN, MI

By: _____
William Lamott, Village President

By: _____
Roger Fraser, Village Administrator

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____
Dani Walsh, Township Supervisor

By: _____

Total for fund 101 GENERAL	29,674.10
Total for fund 202 MAJOR STREETS	9,714.05
Total for fund 203 LOCAL STREETS	9,944.40
Total for fund 207 POLICE	37,997.22
Total for fund 211 WASTE WATER	3,843.45
Total for fund 249 BUILDING DEPARTMENT	1,512.50
Total for fund 303 ROAD MILLAGE DEBT	1,000.00
TOTAL - ALL FUNDS	93,685.72

CHECK REGISTER FOR VILLAGE OF FRANKLIN

CHECK DATE FROM 03/08/2024 - 04/04/2024

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GEN GEN FUND CHECKING					
03/21/2024	GEN	35100	21ST CENTURY MEDIA - MICHIGAN	PUBLISH INVITATION TO BID - PD VEHICLE	465.25
03/21/2024	GEN	35101	ABSOPURE WATER	WATER BOTTLE REPLACEMENT DEC 2023 - VILLAGE	40.95
				WATER BOTTLE REPLACEMENT DEC 2023 - PD	106.45
				WATER BOTTLE REPLACEMENT FEB 2024 - POLICE	45.15
					192.55
03/21/2024	GEN	35102	ALLEGRA PRINT & IMAGING	2023 POLICE ANNUAL REPORT	677.22
				NO 10 ENVELOPES - POLICE	275.13
					952.35
03/21/2024	GEN	35103	APS RESIDENTIAL SERVICES	BD Bond Refund	200.00
03/21/2024	GEN	35104	AT & T	COMMUNICATIONS - FEB 2024 - POLICE	58.92
				COMMUNICATIONS - FEB 2024 VILLAGE HALL	436.54
					495.46
03/21/2024	GEN	35105	BAKER TILLY MUNICIPAL ADVISORS LLC	ANNUAL CONTINUING DISCLOSURE FILING 2023	1,000.00
03/21/2024	GEN	35106	BEIER HOWLETT PC	LEGAL SERVICES FEB 2024	2,631.75
03/21/2024	GEN	35107	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE HEALTH INSURANCE - APRIL 2024	21,565.33
03/21/2024	GEN	35108	CCAP AUTO LEASE LTD	LEASE PAYMENT- PD VEHICLE MARCH 2024	349.00
03/21/2024	GEN	35109	CENTER MASS INC	AR-15 ARMORER COURSE - APRIL 8-9, 2024	499.00
03/21/2024	GEN	35110	CENTURYLINK	LONG DISTANCE SERVICE MARCH 2024	2.77
03/21/2024	GEN	35111	CINTAS CORPORATION	REPLACEMENT MATS - POLICE DEPT FEB 2024	94.19
				REPLACEMENT MATS - POLICE DEPT	94.19
					188.38
03/21/2024	GEN	35112	COMCAST	INTERNET - 03/16/24 - 4/15/24 POLICE	143.35
03/21/2024	GEN	35113	COMMAND OFFICERS ASSN OF MICHIGAN	UNION DUES - COMMAND OFFICERS MARCH 2024	145.44

03/21/2024	GEN	35114	CONSUMERS ENERGY	CONSUMERS ENERGY 1/20/24-2/19/24 - PD	353.24
				CONSUMERS ENERGY 01/20/24-02/19/24 KREGER	181.26
				CONSUMERS ENERGY 01/20/24 - 02/19/24 VILLAGE HALL	385.12
					<u>919.62</u>
03/21/2024	GEN	35115	DTE	ENERGY FEB 2024 POLICE	856.39
				ENERGY FEB 2024 VILLAGE HALL	258.99
				ENERGY FEB 2024 STREETLIGHT	79.59
				ENERGY FEB 2024 - KREGER	53.18
					<u>1,248.15</u>
03/21/2024	GEN	35116	ECONO SIGNS	REPLACEMENT STREET SIGNS	164.68
03/21/2024	GEN	35117	ELECTRONIC TECH SOLUTIONS LLC	MONTHLY IT REVIEW OF BACKUPS/UPDATE/REPAIRS, ETC	100.00
				CLEAN UP SERVERS	150.00
				ASSIST SUSAN W/MONITOR ISSUE	50.00
					<u>300.00</u>
03/21/2024	GEN	35118	ENTERPRISE COMPUTER SOLUTIONS, INC	NEW SERVER/MS SERVER 2022 SOFTWARE & 10 LICENSES - PD	3,849.00
03/21/2024	GEN	35119	FRANKLIN AUTO SERVICE LLC	REPLACE TIRES UNIT 9-2	1,443.80
				TIRE SWAP - UNIT 9-1	120.00
				REPLACE OXYGEN SENSOR UNIT 9-4	793.64
				LOF UNIT DET UNIT	74.61
					<u>2,432.05</u>
03/21/2024	GEN	35120	GALLS, LLC	UNIFORM GEAR	119.98
				UNIFORM GEAR	180.95
					<u>300.93</u>
03/21/2024	GEN	35121	GLASS LAW GROUP PA	LEGAL SERVICES FEB 2024	935.00
03/21/2024	GEN	35122	GROUNDWORKS OPERATIONS, LLC	BD Bond Refund	200.00
03/21/2024	GEN	35123	GUARDIAN WATERPROOFING SOLUTIONS	BD Bond Refund	200.00

03/21/2024	GEN	35124	HEATHER MYDLOSKI LLC	MONITORING & CONTENT RESEARCH - FEB 2024	575.00
03/21/2024	GEN	35125	HUBBELL, ROTH & CLARK, INC	MS4 PERMMIT ASSISTANCE	935.90
				CAROL ST DRAIN PROJECT	154.54
				ROW DRAINAGE ASSESSMENT STUDY	2,753.01
					<hr/> <hr/>
					3,843.45
03/21/2024	GEN	35126	HURON VALLEY GUNS	UNIFORMS	25.99
03/21/2024	GEN	35127	K & M LEASING	CANON LEASE W/COPIES - VILLAGE HALL	171.00
				CANON LEASE W/COPIES - POLICE	79.00
					<hr/> <hr/>
					250.00
03/21/2024	GEN	35128	KIMBERLY BONACORSI	HRA REIMBURSEMENT	2,153.69
03/21/2024	GEN	35129	LEADER BUSINESS	COPIER LEASE - COPIES VILLAGE HALL	196.58
03/21/2024	GEN	35130	LERMAN CORPORATION	BD Bond Refund	200.00
03/21/2024	GEN	35131	MAJIK GRAPHICS, INC	REMOVE GRAPHICS FROM OLD PD UNIT	145.00
				APPLY GRAPHICS TO NEW PD UNIT	695.00
					<hr/> <hr/>
					840.00
03/21/2024	GEN	35132	MCKENNA ASSOCIATES, INC	PROFESSIONAL SVCS - FEB 2024	3,527.50
03/21/2024	GEN	35133	MICHAEL MELEKIAN	STATE POLICE CPL RENEWAL	115.00
03/21/2024	GEN	35134	MICHIGAN ASSOC. OF CHIEFS OF POLICE	JOB POSTING - OFFICER	100.00
03/21/2024	GEN	35135	MILES BRADLEY BUILDING & REMODELING	BD Bond Refund	200.00
03/21/2024	GEN	35136	NYE UNIFORM	UNIFORM GEAR	633.00
				LIGHT HOLDER	22.50
					<hr/> <hr/>
					655.50
03/21/2024	GEN	35137	OFFICE DEPOT	HP OFFICEJET PRINTER - POLICE	159.99
				FOLDERS/COVERS - POLICE	27.98
				PENS - POLICE	37.79
				BATTERIES/PAPER/ENVELOPES - VILLAGE HALL	290.47
				OFFICE SUPPLIES - POLICE	55.51
				OFFICE SUPPLIES - POLICE	11.19

				USBS - POLICE	48.19
				OFFICE SUPPLIES - POLICE	76.60
				OFFICE SUPPLIES - POLICE	59.60
				PAPER - POLICE	167.44
					<hr/> <hr/>
					934.76
03/21/2024	GEN	35138	PLANTE & MORAN, PLLC	PROFESSIONAL ACCOUNTING SERVICES AUDIT/BUDGET PREP	5,320.50
03/21/2024	GEN	35139	POLICE OFFICERS ASSOCIATION	UNION DUES - MARCH 2024	504.04
03/21/2024	GEN	35140	ROAD COMMISSION FOR OAKLAND COUNTY	SIGNAL MAINTENANCE JAN 2024	13.92
				COLD PATCH	87.46
				SALT 01/06/24-01/18/24	8,319.36
				SALT 01/19/24-01/30/24	9,804.96
				SALT 02/15/24	1,188.48
					<hr/> <hr/>
					19,414.18
03/21/2024	GEN	35141	SAVAGE TRAINING GROUP	TRAINING - JUSTIN WELLS - MAY 30, 2024	314.00
03/21/2024	GEN	35142	SAVATREE, LLC	26741 CRESTWOOD - SITE INSPECTION - DAMAGED TREES	450.00
03/21/2024	GEN	35143	SIRCHIE ACQUISITION CO., LLC	EVIDENCE BOXES & BAGS	114.21
				EVIDENCE BOXES	49.57
					<hr/> <hr/>
					163.78
03/21/2024	GEN	35144	SNETHKAMP CHRYSLER-JEEP INC.	LEASE OF CHIEF'S VEHICLE	751.91
03/21/2024	GEN	35145	SOUTHEASTERN MI ASSOC-CH. OF POLICE	SE MI ASSOC OF CHIEFS - C LAWSON	40.00
03/21/2024	GEN	35146	STANDARD INSURANCE COMPANY RC	LIFE INSURANCE PREMIUMS MARCH 2024	610.46
03/21/2024	GEN	35147	SUNSET MAINTENANCE LLC	JANITORIAL SERVICES VH/KREGER/RESTROOMS	1,111.00
				VH: \$220 / KREGER \$160 / RESTROOMS \$731	
				JANITORIAL SERVICES - POLICE FEB 2024	220.00
					<hr/> <hr/>
					1,331.00
03/21/2024	GEN	35148	THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION - POLICE	324.61
03/21/2024	GEN	35149	UBS FINANCIAL SERVICES	EMPLOYEE/EMPLOYER RETIREMENT CONTRIBUTION	825.96
03/21/2024	GEN	35150	VC3 INC.	MS OFFICE 365 SUBSCRIPTION (PD) MARCH 24	100.00
03/21/2024	GEN	35151	VILLAGE OF BINGHAM FARMS	POLICE RECONCILIATION PER FY 22-23 AUDIT	8,819.00

03/21/2024	GEN	35152	WATER RESOURCES COMMISSIONER	SEWER USAGE - VILLAGE HALL DEC 23 - FEB 24	993.19
				SEWER USAGE - KREGER & RESTROOMS DEC 23 - FEB 24	575.56
					<u>1,568.75</u>
03/21/2024	GEN	35153	YOURMEMBERSHIP.COM, INC	POLICE OFFICER JOB POSTING - MML	150.00
					<u>150.00</u>
GEN TOTALS:					
Total of 54 Checks:					93,685.72
Less 0 Void Checks:					0.00
Total of 54 Disbursements:					<u>93,685.72</u>



Outdoor Lighting Ordinance

VILLAGE OF FRANKLIN, MICHIGAN

REVISION PREPARED ON NOVEMBER 21, 2023 BY

MCKENNA
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
E info@mcka.com
MCKA.COM

MCKENNA

Communities for real life.



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CHAPTER 1470

Outdoor Lighting

1470.01 FINDINGS

Adequate outdoor lighting is necessary for safety and security. However, improper use of outdoor electric lighting can cause light pollution, disrupting people's enjoyment of their surroundings. Research has shown that some types of lighting can harm human health and disrupt wildlife. Some types of lighting, such as lighting that creates glare, causes visual discomfort and may even reduce visibility. The goals of Chapter 1470 are to set forth regulations that permit essential outdoor lighting that promotes safety and security but discourage use of lighting that is detrimental to the public health, safety, and welfare.

1470.02 PURPOSE¹

The purpose of Chapter 1470 is to provide regulations for outdoor lighting that will:

- (a) Permit the use of outdoor lighting needed for nighttime safety, utility, security, productivity, enjoyment, and commerce.
- (b) Minimize adverse off-site impacts of outdoor lighting, such as light trespass and glare.
- (c) Curtail light pollution, reduce sky glow, and improve the ambience of the nighttime environment.
- (d) Protect the natural environment from the adverse effects of night lighting.
- (e) Conserve energy to the greatest extent possible.
- (f) ~~Promote the use of lighting that is compatible with the architecture of the historic buildings.~~²

1470.03 APPLICABILITY

All outdoor lighting installed after the effective date of this Ordinance shall comply with the requirements set forth herein, except as noted. This includes, but is not limited to, new lighting, replacement lighting (including changing from one type or intensity of bulb or lamp to another), or any other lighting whether attached to a building or structure, pole, the earth, or any other location, including lighting installed by any third party.

1470.04 DEFINITIONS³

Words and phrases used in Chapter 1470 shall have the meanings set forth below.

Bulb (or Lamp): The source of electric light (to be distinguished from the whole assembly, which is called the luminaire). "Lamp" is often used to denote the bulb and its housing.

¹ With the exception of (f), the Planning Commission believes that the purposes set forth in this Section are valid and appropriately convey the intent of the ordinance.

² It is proposed that references to the Historic District and historic architecture be deleted from Chapter 1470 because this topic is dealt with elsewhere in the Village Code.

³ It is proposed that certain definitions in Section 1470.04 be deleted because the words being defined are not used in the ordinance.

Canopy: A covered structure that is open on its sides for vehicular or pedestrian access (e.g., a gas station canopy).

~~**Filtered Fixture:** A light fixture that has a glass, acrylic, or translucent enclosure to filter the light.~~

Fixture: The assembly that holds the lamp in a lighting system. The fixture includes the elements designed to give light output control, such as a reflector (mirror), refractor (lens), ballast, housing, and the attachment parts.

Floodlight: A fixture or lamp designed to flood an area with light.

Footcandle: A unit of measure expressing the quantity of light received on a surface. One footcandle is the illuminance produced by a candle on a surface one-foot square from a distance of one foot. A light meter provides the most reliable means of measuring footcandles.

Fully Shielded Fixture: An outdoor lighting fixture that is shielded or constructed so that light emitted is projected onto the site and away from adjoining properties. The bulb or other light source of a fully shielded fixture is not visible from adjoining properties.

Glare: Visual conditions in which there is excessive contrast or an inappropriate distribution of light sources ~~that disturbs the observer or~~ limits the ability to distinguish details and objects.

~~**High Pressure Sodium (HPS) Lamp:** High intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (100 torr).~~

~~**Incandescent Lamp:** A lamp that produces light by a filament heated to a high temperature by electric current.~~

Laser Light Source: An intense beam of light, in which all photons share the same wavelength.

~~**LED Light:** A light fixture that uses a light emitting diode, which is a semi-conductor diode that emits light when conducting electrical current.~~

Light Pollution: Any adverse effect of artificial light including, but not limited to, glare, light trespass, sky glow, energy waste, compromised safety and security, and adverse impacts on the nocturnal environment.

Light Trespass: Light that falls beyond the boundary of the property it is intended to illuminate (also called spill light).

Lighting Uniformity: The human perception of even distribution of light throughout a given area.

~~**Low Pressure Sodium (LPS) Lamp:** A discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (about 0.001 torr). A LPS lamp produces monochromatic light.~~

Lumen: A measure of the total quantity of visible light emitted by a source per unit of time.

Luminaire: The complete lighting unit (fixture), consisting of a lamp, or lamps and ballasts (when applicable), together with parts designed to distribute the light (reflector, lens, diffuser), position and protect the lamps, and connect the lamps to a power supply.

Mercury Vapor Lamp: A high-intensity discharge lamp where the light is produced by radiation from mercury vapor.

Metal Halide Lamp: A high-intensity discharge mercury lamp where the light is produced by radiation from metal halide vapors.

Mounting Height: The height of the photometric center of a luminaire above grade level.

Non-Essential Lighting: Outdoor lighting which is not required for safety or security purposes. For example, lighting used to enhance building features is non-essential lighting.

Ornamental Lighting: A luminaire that is used to illuminate streets, driveway entrances, sidewalks, or building entrances, that serves a decorative or historical function as well. Such lighting typically has a historical or decorative appearance, along with the following characteristics:

- It is designed to mount on a pole or structure using an arm, pendant, or vertical component;
- It has an opaque or translucent top and/or sides;
- It has an optical aperture that is either open or enclosed with a flat, sag, or drop lens (see illustrations in Section 1470.11(a)); and
- It is mounted in a fixed position.

Recessed Canopy Fixture: An outdoor lighting fixture recessed into a canopy ceiling so that the bottom of the fixture is flush with the ceiling.

Shielded Directional Luminaire: A luminaire that has an adjustable mounting device that allows it to be aimed in any direction and also has a shield, louver, or baffle to block direct view of the lamp.

Sky Glow: The brightening of the nighttime sky that results from scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Sky glow is caused by light directed or reflected upward or sideways. Sky glow reduces one's ability to view the night sky.

1470.05 GENERAL REQUIREMENTS

The requirements in this Section apply to all lighting throughout the Village, except for lighting that is identified as exempt in Section 1470.07.

- (a) Fixture Orientation and Shielding. Unless otherwise noted herein, lighting fixtures shall be focused downward and shall be fully shielded⁴ to prevent glare and sky glow and to minimize light trespass beyond the property it is intended to illuminate. Full cut-off fixtures shall be used to prevent light from projecting above a ninety degree (90°) horizontal plane (see illustration in Section 1470.11(a)).
- (b) Light Trespass at the Property Line. The intensity of light on a site shall not exceed two-tenths (0.2) of a footcandle at any property line that abuts a residentially zoned property and one-half (0.5) of a footcandle at any other zoned property. It should not exceed five-tenths (0.5) of a footcandle at the property line of any other zone property.
- (c) Uplighting. Uplighting of buildings and trees for aesthetic purposes shall be confined to the target surfaces to prevent sky glow.
- (d) Mounting Height. Lighting fixture mounting height shall not exceed twenty-two (22) feet.
- (e) Color Correction. Only fixtures with a Correlated Color Temperature (CCT) equal to or less than 3,000 Kelvin shall be permitted.⁵
- (f) Ornamental Lighting. The orientation, and shielding, and mounting height requirements shall be waived for ornamental lighting, as defined herein. if the Village enforcement official determines that the fixture will comply with the illumination levels specified in this subsection or in Table 1 in Section 1470.06, and will not cause glare.⁶

1470.06 NONRESIDENTIAL LIGHTING REQUIREMENTS

The requirements in this Section apply only to nonresidential lighting throughout the Village.

- (a) Illumination Levels. Nonresidential lighting shall comply with the illumination levels specified in the following Table 1.

Table 1: Maximum Illumination Levels⁷

Location	Average Maximum Maintained Footcandles
Infrequently Used Pedestrian Entrances (Rear Entrances)	1.0
Active Pedestrian Entrances (Main Retail/Office Entrances)	5.0
Low Activity Parking Areas (Employee Parking)	3.0
High Activity Parking Areas (Customer Parking)	5.0
Loading Areas	5.0
All Other Areas	1.0

⁴ The Planning Commission believes strongly that the words “shall be fully shielded” are essential, based on in-depth research that included field work in the Village of Franklin. The Planning Commission believes that Section 1470.05(a) concisely sets forth the intended requirements, and there is no need for modification.

⁵ Color correction is an important requirement for LED lighting. The CCT is usually specified for LED lighting on the box in which the fixture is shipped.

⁶ By deleting the second part of the Ornamental Lighting regulation an element of subjectivity in the enforcement of the ordinance will be removed.

⁷ The table now contains information to help define each location. A category “All Other Areas” has been added.

- (b) Uniformity Ratio. In order to attain lighting uniformity, the ratio between average lighting levels to the average maximum lighting levels shall not exceed 4:1.⁸
- (c) Canopy Lights. Light fixtures mounted on the underside of a canopy or similar structure shall be fully recessed into the canopy.

1470.07 EXEMPTIONS

The following outdoor lighting shall be exempt from the regulations in Chapter 1470:

- (a) Fossil Fuel Light. Fossil fuel light produced directly or indirectly from the combustion of natural gas or other utility-type fossil fuels (e.g., gas lamps) is exempt from the regulations in this Chapter.⁹
- (b) Temporary Lighting for Carnivals, Fairs, or Civic Uses. Lighting for temporary carnivals, fairs, or civic uses permitted by the Village Council is exempt from the regulations in this Chapter.
- (c) Construction and Emergency Lighting. Temporary lighting necessary for construction for emergency purposes is exempt from the regulations in this Chapter provided that it is discontinued immediately upon completion of the construction or abatement of the emergency.
- (d) Lighting for Public Monuments. Lighting for public monuments, statuary, or historical markers is exempt from the regulations in this Chapter.
- (e) Flag Lighting. Lighting of flags is exempt from the regulations in this Chapter provided that the flag lighting fixtures produce a maximum light output of 500 lumens, with a narrow beam ranging between 15 and 25 degrees, that is focused directly on the flag.
- (f) Temporary Low Illuminance Seasonal Lighting. Temporary low illuminance lights used for seasonal display (e.g., holiday lights) are exempt from the regulations regarding fixture orientation and shielding, mounting height, and color correction in this Chapter. High intensity lights are prohibited, as stated in Section 1470.08.

1470.08 PROHIBITED LIGHTING

The following outdoor lighting shall be prohibited in the Village of Franklin:

- (a) High Intensity Lights. Laser lights,¹⁰ strobe lights, searchlights, and any other similar lights shall be prohibited for lighting, advertising, or entertaining purposes.

⁸ The purpose of the Uniformity Ratio regulation is to achieve a uniform pattern of light across a surface (such as a parking lot) when there are multiple lighting fixtures. The Uniformity Ratio is a conventional measurement tool that lighting professionals, architects, engineers, and planners use and comprehend, particularly on non-residential (commercial) sites.

⁹ Fossil fuel lights receive an exception because they don't produce much light.

¹⁰ The use of laser lights for seasonal displays has been discussed by the Planning Commission at length. After much debate the Planning Commission decided to include laser lights in the "Prohibited" category.

- (b) Flashing and Moving Lights. Flashing, moving, and intermittent lighting. Nothing in this subsection is intended to prohibit motion-activated lights or lights otherwise exempted by Section 1470.07(f).
- (c) Unshielded Lights. Because of the inability to shield them, barn lights, non-shielded wall packs or floodlights, and other unshielded lights that are not aimed downward are prohibited (see Illustrations in Sections 1470.11(b) and 1470(c)).

1470.09 SIGN LIGHTING

Illuminated signs shall comply with the regulations in Section 1474.14 (the Sign Code).

1470.10 APPROVAL PROCESS

Approval of proposed outdoor lighting shall be required as noted below. ~~In the Historic District, proposed outdoor lighting may also be subject to Historic District Commission review and approval.~~¹¹

- (a) Nonresidential Lighting where Site Plan Review Is Required. Where site plan review is required (e.g., new development, redevelopment, substantial renovation), proposed outdoor lighting shall be subject to site plan review and approval, pursuant to Section 1268.30. The following information shall be included on or with the site plan:
 - (1) Locations of all outdoor lighting fixtures.
 - (2) Photometric grid overlaid on the site plan indicating the level of illumination throughout the site in footcandles.
 - (3) Manufacturer's specification sheet for each type of proposed fixture.
- (b) Nonresidential Lighting where Site Plan Review Is Not Required. Where site plan review is not required (e.g., lighting replacement only—no other proposed improvements), proposed replacement outdoor lighting shall be subject to review by the Building Official or Electrical Inspector. The following information shall be included on or with the application for a permit:
 - (1) Locations of all outdoor lighting fixtures.
 - (2) Manufacturer's specification sheet for each type of proposed fixture.
- (c) Residential Lighting—New Home. Proposed outdoor lighting for a new home shall be subject to review by the Building Official or Electrical Inspector. The following information shall be included on or with the application for a building or electrical permit:
 - (1) Locations of all outdoor lighting fixtures.
 - (2) Manufacturer's specification sheet for each type of proposed fixture.
- (d) Residential Lighting—Existing Home. Where the Building or Electrical Codes require a permit, proposed replacement lighting for an existing home shall be subject to review by the Building Official or Electrical Inspector. The following information shall be included on or with the application for a building or electrical permit:

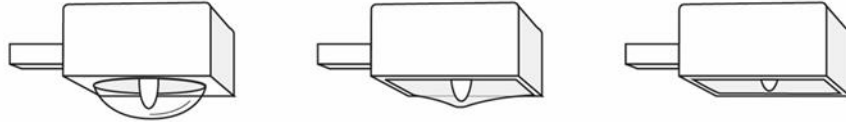
¹¹ See previous footnote concerning deletion of references to the Historic District.

- (1) Locations of proposed replacement outdoor lighting fixtures.
- (2) Manufacturer's specification sheet for each type of proposed fixture.

Where the Building or Electrical Codes do not require a permit, replacement lighting shall nevertheless comply with the regulations in this Chapter.

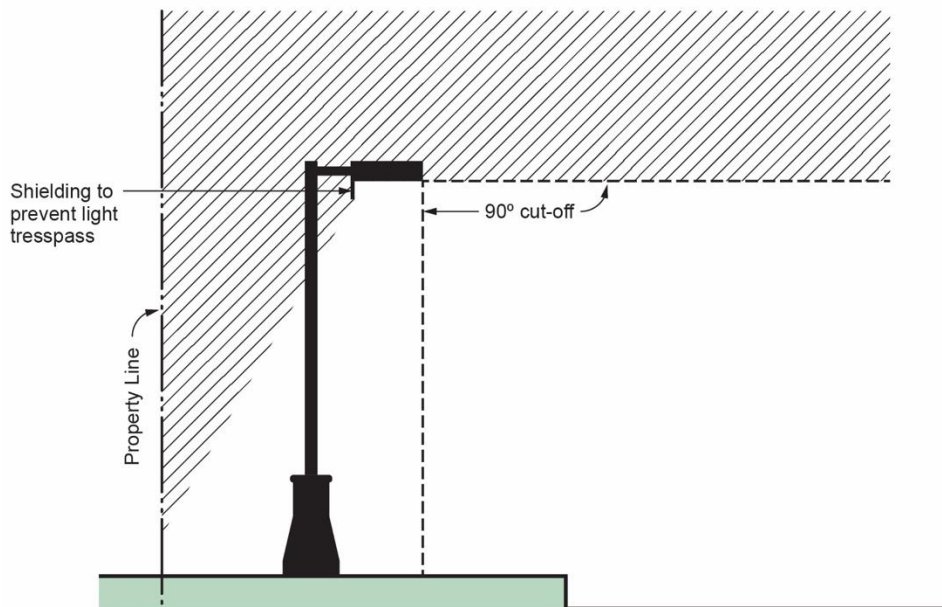
1470.11 ILLUSTRATIONS

- (a) Examples of drop-lens, sag-lens, and flat lens fixtures (see definition of Ornamental Lighting in Section 1470.04). ***(Also delete illustrations.)***¹²



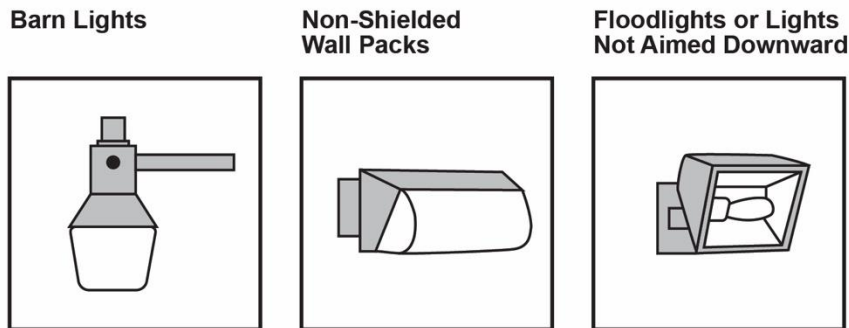
Drop-Lens, Sag-Lens, and Flat Lense Fixtures

- (b) Pursuant to Section 1470.05(a), full cut-off fixtures shall be used to prevent light from projecting above a ninety degree (90°) horizontal plane.

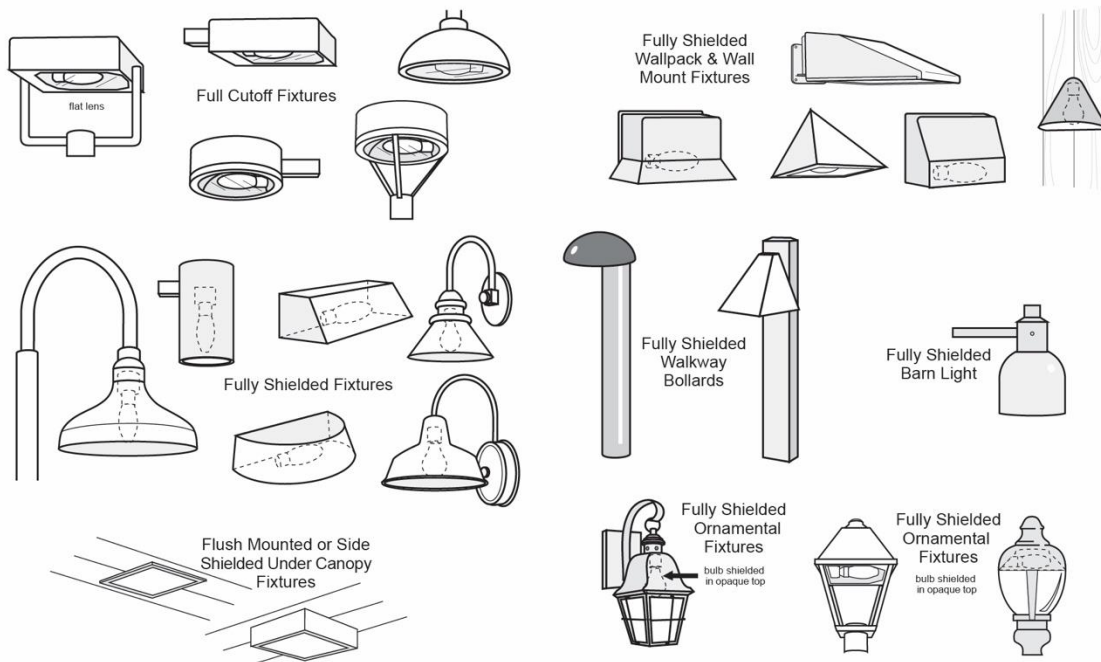


¹² Section 1470.11(a) is being deleted because of revisions/deletions involving the definition of Ornamental Lighting in Section 1470.04.

(c) Pursuant to Section 1470.08(c), the following unshielded lights are prohibited.



(d) Following are a few examples of non-ornamental light fixtures that comply with ordinance requirements.





Village of Franklin
32325 Franklin Road
Franklin, MI 48025

248-626-9666 Office

CIVIC EVENTS PERMIT

NAME OF EVENT: BYOD (Bring Your own Dog)
ORGANIZATION: Bloomfield Hills High School Student Council
APPLICANT: Adler Doerr
CONTACT NAME: Adler Doerr PHONE #: 248-877-8015 Email: adler14@bloomfieldhills.org
DATE(S) OF EVENT: April 28th
TIME OF EVENT: 10:30 - 4:30

DETAILED DESCRIPTION OF EVENT & LOCATION (attach separate sheet if needed):

Community dog park event. Food trucks, games like dog race, dog canvas art, dog/cat adoption, dog toys/supplies for sale. All proceeds go to Happy Paws Haven, non-profit no kill animal shelter.

WHERE WILL PARTICIPANTS PARK? Parking lot? normal parking?

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? Yes

Sign application attached?

☐ Yes ☒ No

☒ Yes ☐ No (Banner Policy Attached) Yes

Have You Held This Event Here Before?

☒ Yes ☐ No

Expected Number of Participants 400

Does Your Organization Have any Affiliation with the Village of Franklin? Yes ☒ No

If yes, what is the affiliation?

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.

Adler Doerr

Authorized Signature

3-16-24

Date

Clerk

Police Department

Fire Department

Franklin Church

Administrator

Initials/Comment	Initials/Comment	Initials/Comment	Initials/Comment	Initials/Comment
DA 3/26/24	<u>AD</u> 3/28/24	Anthony Averbuch <small>Digitally signed by Anthony Averbuch DN: cn=Anthony Averbuch, o=DTE, ou=FRD, email=averbuch-j@gmail.com, c=US Date: 2024.03.28 20:05:11 -0400</small>	M.M. 3/26/24	<u>KE</u> 4/2/24