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**VILLAGE OF FRANKLIN  
REGULAR COUNCIL MEETING  
MONDAY, February 14, 2022, 7:00 P.M.  
Meeting location at the Franklin Community Church  
26425 Wellington Road, Franklin, Michigan 48025  
A G E N D A**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ADOPTION OF AGENDA**
- IV. MINUTES:**
  - A. Regular Meeting of December 13, 2021
  - B. Special Meeting of December 16, 2021
- V. APPOINTMENT OF VILLAGE TRUSTEE**
  - A. Consider Proclamation for Village Council President Pro-Tem Brain Gordon
  - B. Consider Appointment of Village Trustee
- VI. PUBLIC REQUESTS AND COMMENTS**
- VII. REPORTS OF VILLAGE OFFICERS AND AGENTS**
  - A. Police Report
  - B. Fire Report
  - C. Treasurer Report
- VIII. SUBMISSION OF CURRENT BILLS**
- IX. SPECIAL REPORTS**
  - A. President's Report
  - B. Council Report
  - C. Administrator Report
  - D. Main Street Franklin Report
  - E. Planning Commission Report
- X. PUBLIC HEARING**
  - A. Oakland County Parks and Recreation Trailways Grant Application (Apple Tree to Irving Trail)
- XI. NEW BUSINESS**
  - A. Consider Appointment of Village Clerk
  - B. Consider Appointment of the Franklin-Bingham Farms Fire Department Liaison
  - C. Consider Appointment of Legal Committee Member
  - D. Consider Purchase of New Axon Body Cameras for the Franklin-Bingham Farms Police Department
  - E. Consider Proclamation for Sergeant Mark Dyjewski
  - F. Consider Resolution for the Oakland County Parks and Recreation Trailways Grant Application (Apple Tree to Irving Trail)
  - G. Review Audit Report FY 2020-2021
  - H. Consider Resolution for Budget Amendments Fiscal Year 2021-2022
  - I. Consider Civic Event Permit for Bring your Own Dog on May 15<sup>th</sup>, 2022
  - J. Consider Proposal from Hubbell, Roth, and Clark for 2021-2022 Annual Storm Sewer Maintenance Program
  - K. Consider Proposal from Hubbell, Roth, and Clark for the Carol Street Drian Investigation
- XII. CLOSED SESSION**
  - A. Consider Convening to a Closed Session to Discuss Negotiation Strategy Relating to a Collective Bargaining Agreements
- XIII. CONTRACT**
  - A. Consider the POAM and COAM Contracts with the Village of Franklin.
  - B. Consider Act 88 - Reciprocal Retirement Act
- XIV. ADJOURNMENT**

Posted: February 11, 2022

Heather Mydloski | Village Clerk

**POSTED IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)**

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

**VILLAGE OF FRANKLIN  
REGULAR COUNCIL MEETING  
MONDAY, December 13, 2021, at 7:00 PM  
Village of Franklin Hall (Broughton House), 32325 Franklin Road, Franklin, MI 48025**

**I. CALL TO ORDER**

The meeting was called to order by President Bill Lamott, at 7:00 P.M.

**II. ROLL CALL**

Present: Brian Gordon, Kathy Erlich, Mark Hanke, Pam Hansen, Ed Saenz, Mike Seltzer and Bill Lamott

Absent: None

Also Present: Dan Roberts, Police Chief; Tony Averbuch, Fire Chief; Roger Fraser, Village Administrator, Susan Goldstrom, Assistant Administrator; Meg Schubert, Economic Development Director/MSF; Peter Gojcay Village Attorney; Heather Mydloski, Village Clerk, and Ed Zmich of Hubbell, Roth, and Clark

**III. ADOPTION OF AGENDA**

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

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

**NAYS: None**

**Motion carried.**

**IV. MINUTES**

**A. Regular Meeting of November 08, 2021**

**Motion by Seltzer, seconded by Saenz to adopt the Minutes for the Regular Meeting of November 08, 2021, as presented.**

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

**NAYS: None**

**Motion carried.**

## **V. PUBLIC REQUESTS AND COMMENTS**

**Public Comments were opened by President Bill Lamott at 7:01 PM.**

Peter Halick – 26177 Thirteen Mile

- Spoke of his involvement with the Pickering Farm Preservation effort.
- Seltzer and Gordon asked what the Council could do to support this effort, he responded to approve the Resolution within this agenda.

**Public Comments were closed by President Bill Lamott at 7:09PM.**

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

### **A. Police Report**

**Dan Roberts, Police Chief**

- Reviewed Submitted Report.
- A Burglary was reported in the submitted report in a residential area, however it was an open, detached garage that was under construction and a chain saw was stolen as a result.
- Last week, three (3) FBFPD Officers were sent immediately to Oxford High School to assist during the tragic shooting that took place. Roberts informed the Council of the Officers fearless and selfless efforts to support our community and local first responders.
- Rose Murdock has been hired as the new Police Clerk and is familiar with Police work as she has served for nearly thirty (30) years as a dispatcher, most recently at Bloomfield Township.
- A new Officer has been selected to replace Sgt. Mark Dyjewski. The new hire is currently employed with a local department as a part-time Officer. FBFPD is currently processing his background investigation, upon its approval he will begin his employment with FBFPD.
- Bingham Farms Village Manager and Clerk Ken Marten has been working with the department for Union Contract Negotiations. The FBFPD Contract expires on December 31, 2021.
- Traffic accidents are more than double over last year. Even with a COVID year, this raises concern. Chief cautioned the public to remain careful and stay safe.

### **B. Fire Report**

**Tony Averbuch, Fire Chief**

- Reviewed Submitted Report.
- Thanked the Village and DTE for their assistance with the recent storm.
- Reminded residents that carbon monoxide is deadly and advised them to use caution when operating a generator.
- Seltzer asked if the caution pertained to portable generators or whole house generators? Averbuch responded that both were an issue. He further stated that whole house

generators may not be vented properly or inadvertently blocked an incorrectly diverted causing the spread of CO in the residence.

### C. Treasurer Report

#### **Lance Vainik, Village Treasurer**

- Council reviewed Submitted Report.

### VII. SUBMISSION OF CURRENT BILLS

Totals: <b>12-13-2021</b>	
<b>CATEGORY</b>	<b>SUB TOTALS</b>
General	\$ 86,417.53
Major Streets	\$ 2,489.35
Local Streets	\$ 3,715.04
Police	\$ 65,551.27
Garbage and Rubbish	\$ 29,983.23
Building Dept.	\$ 19,378.91
Library	\$ -
Street Project	\$ 311,224.64
Road Millage	\$ -
Pressure Sewer	\$ -
Tax Collection	\$ -
Wastewater	\$ 9,176.93
<b>TOTALS</b>	<b>\$ 527,936.90</b>

Hansen requested verification for a check disbursement of \$500.00 to Heather Mydloski LLC. Fraser directed the question to Mydloski. Mydloski stated that she was the Social Media Coordinator for the Franklin Bingham Farms Police Department.

Hansen asked for clarification on the HRC as to whether this would be a reoccurring level of expense, or this is solely related to the drain flow mitigation by HRC. Fraser responded that HRC is working on around seven (7) individual projects currently and each one brought the cumulative total to the entry of around \$27,000.00.

Lamott asked Fraser to identify the Plante Moran charges. Lamott understood the estimate to be around \$7,000.00 opposed to the \$26,925.00 actual check disbursement. Fraser explained that it was imperative to receive an analysis of the Finance Department to ascertain the correct procedures and processes. Hansen asked Fraser how much it would cost to maintain Plante Moran for 2-3 hours monthly; Fraser estimates \$500- \$1000 a month moving forward.

Gordon and Lamott requested budget reports to be published quarterly for full transparency. Gordon and Lamott both emphasized their commitment to remain transparent and stewards of the Village finances.



Lamott required additional information about the cameras installed by Vigilante. Fraser asked Roberts to speak to that. Roberts stated they were placed downtown for safety as they cameras could be utilized to monitor traffic for investigation purposes in the event of a burglary or the like.

Hanke inquired of the Owen Tree Service expense. Fraser clarified Owen Tree Service was asked to investigate the black walnut tree the northwest corner of Wellington and Franklin Road that the Village has spent years protecting. Upon a comprehensive study, it was determined it should be removed, ultimately for resident safety.

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

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

**NAYS: None**

**Motion carried.**

## **VIII. SPECIAL REPORTS**

### **A. President's Report**

#### President Lamott

- Discussed Cell Phone Service in the Village.
  - Lamott, Hanke, Planning Commission (PC) Chairman David Goldberg and PC Commissioner Peter Halick would investigate the issue further. The PC had previously conducted a study on cell towers a few years ago, and current study would be prudent. The impact of 5G, cell tower concerns and WIFI bandwidth are among several topics on interest.

#### **a. Urban Deer Management Program Update**

- i. Lamott and Fraser are continuing to attend the monthly meetings in Farmington Hills to obtain answers and possible solutions.

### **B. Council Report**

#### Trustee Gordon

- Discussed the unusual pattern of the recent storms that devastated Kentucky. He suggested we keep in close contact with DTE to ensure priority is given for the mitigation of storm damage within the Village in the future.
- Erlich stated every resident received a \$25.00 rebate for the interruption of their service during the pattern of storms this summer.
- Hanke suggested inviting DTE to come to a meeting to keep the discussion going.

### **C. Administrator Report**

Roger Fraser, Village Administrator

- The Village has solicited bids from a variety of contractors for the purchase of a whole house generator and they are not available for at least four (4) to six (6) months and the cost has now doubled.
- Introduced Susan Goldstrom as the new Assistant Administrator. The Council welcomed her.

**a. Storm Sewer Maintenance Service Grant Update**

No update was given.

**D. Main Street Franklin Report**

Meg Schubert, MSF/Economic Development Director

- Two (2) events in the downtown regional center:
  - Shop Small was well attended and there was positive merchant feedback.
  - Sip, Shop and Stroll was a record year, and the addition of the coffee cart was a huge hit.
- Madeline's French Patisserie had a soft open.
  - Hanke asked what could be done to help. He suggested a welcome in the Village Newsletter. Schubert informed the Council that the owner is open to the idea but will wait until she is fully operational before requesting publication.
- A small barn, owned by Les Gorback has been given face lift in the Village Center to enhance the aesthetic of our Village. Gorback has made an extensive effort to upgrade the barn and it is a welcome improvement. Lamott mentioned the small barn was originally an icehouse in the 1900's, it is a valued piece of our history.
- The Drake Center is now open. Cassius and Jacqueline Drake have opened a medical center to focus on trauma recovery.
- Seltzer asked about Tangerine Wine.
  - They are looking to expand with grab and go food and additional wine tastings that will fill the current empty space.

**E. Planning Commission Report**

Chairman David Goldberg

- The PC recommended approval for the second site plan revision for the Dental Office at 32767 Franklin Road.
  - They are planning to convert the old barn to a live-work space and the gray workshop will be converted into a small retail space.
  - They have sufficient parking on the property. They are paving the parking lot and enhancing the landscaping
  - Seltzer asked if there was a targeted retailer. Responding to Seltzer, Goldberg stated there were ideas circulated but nothing official.
- Scheduled two (2) Public Hearings:
  - Minor Zoning Text Amendment changes:

- Maximum Height of Building, particularly in the Commercial District.
  - Very minor correction to the Garden Fence Ordinance.
- The Parking Space Layout Diagram in our Zoning Ordinance is nearly illegible, and the PC is currently working to update it accordingly.
- Hansen asked Goldberg about the parking behind the buildings on the west side of Franklin Road was targeted for improvement, but it was never completed. She wanted to know if the Parking Space Layout Update will investigate the efficiency and the flow of traffic to improve that situation? Goldberg clarified the issue has been addressed by the PC and they approved the design of traffic to flow from Evelyn Court and subsequent landscaping to be added to address the grading difference as well.
- Gordon inquired of the usage by the vacant lots by the old Bank of America on Thirteen Mile and Birchway Drive. Goldberg stated the land divisions had been picked up but there is not to officially report.

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

No one was present.

### **IX. PUBLIC HEARING**

#### **A. Community Development Block Grant (CBDG Plan Year 2022)**

**Public Hearing was opened by President Bill Lamott at 7:56 PM.**

##### Chris Braun- Executive Director of NEXT

- Thanked Council for their support of the NEXT program.
- Informed the Council that the NEXT facility had to close for a brief period during the COVID-19 pandemic. However, they continued to call members and check on them as well as provide transportation and Meals on Wheels.
- When the state permitted them to, NEXT erected an outdoor tent to meet community needs.
- The NEXT programs are continuing to thrive, and additional funds are desired for their expansion and continuation.
- NEXT has 2,000 current members, however you do not need to be a member to utilize their services.
- Gordon asked how many members are Franklin residents. Braun responded sixty (60.)
- Gordon and Seltzer inquired of the number of Meals on Wheels utilized by Franklin residents. Braun responded four (4.)
- Lamott and Saenz commended NEXT for their excellent community service.

Hanke informed the Council that HAVEN had submitted a request for \$2500.00 of the funds.

**Public Hearing was closed by President Bill Lamott at 8: 05 PM**

**X. UNFINISHED BUSINESS**

**A. Bid Proposal for Snow Removal**

Fraser informed the Council that Johnson Landscaping was the only bid the Village received for Snow removal. He further mentioned that Johnson Landscaping needed a regular pay structure to ensure he will be able to pay his workers. A payment structure was outlined in his contract. Fraser and Gojcay had reviewed the contract.

Hansen asked how this new payment structure compared to his prior billing. Fraser did not have the numbers in front of him.

Hansen was concerned for the defined standard for snow plowing. She implored the Council to consider if they were willing to accept the defined standards. She emphasized that Jerry Johnson's concerns needed to be met.

Erlich clarified the snowplow standard was the 4<sup>th</sup> bullet point and 7<sup>th</sup> bullet point of the contract.

Gordon inquired of Fraser as to how much the Village has paid Johnson Landscaping annually in the past.

Hanke asked if salt services for the Franklin Community Church parking lot had always been in the contract. Lamott responded there was an agreement in place between the Village and the Church. Lamott reminded the Council that the Village uses the Church parking lot often and the church depends on the snow service as they have a tight budget. The agreement has therefore proven mutually beneficial. Hansen questioned if there was a current agreement in place, Fraser will substantiate.

**Motion by Hansen, seconded by Seltzer, to approve the Proposal for Snow Removal from Johnson Landscaping, expiring on November 14, 2022, as presented.**

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

**NAYS: None**

**Motion carried.**

**XI. NEW BUSINESS**

**A. Consider Proclamation Honoring Doreen Martin**

**PROCLAMATION**

WHEREAS Doreen A. Martin has served the Village of Franklin in the Administrative Offices since March of 2019, and

WHEREAS Doreen Martin has many years of work experience in Michigan local government and is a certified municipal clerk, and

WHEREAS Doreen Martin, for those who work with her, is a virtual walking, talking library of information about regulations, procedures, and policies related to Michigan local government and the Village of Franklin, and

WHEREAS Doreen was first hired by the Village as the Building Clerk, she also served as Deputy Village Clerk and, in November of 2020 was appointed Office Manager, and

WHEREAS during her tenure with the Village Doreen Martin has many noteworthy accomplishments that include the following:

- With innate leadership skills created an atmosphere of competence and concern for residents, welcoming them to the Village Offices and assuring their needs are addressed.
- Developed an online payment system providing improved access for contractors using the Building Department and for residents and others making payments to the Village.
- Developed an automated system using B.S.&A. software to properly and efficiently manage payments received.
- Researched contemporary alternatives to the Village's outdated phone system in the administrative offices and facilitated acquisition of a cost-effective replacement system.
- Planned and organized a substantial effort to address out-of-date files and other waste in Village offices utilizing volunteers in a weekend effort to remove debris from the Village Hall.
- Designed and implemented a cost-effective means of sending brief notices to Village addresses using a newly acquired electronic postage machine, and

WHEREAS Doreen Martin has submitted her resignation from the Village of Franklin effective December 31, 2021,

NOW THEREFORE BE IT RESOLVED that the Franklin Village Board of Trustees hereby recognizes the outstanding contributions of Doreen Martin during her tenure with the Village and expresses profound gratitude for the time she has given to the Village of Franklin.

Adopted by the Franklin Village Council this 13<sup>th</sup> day of December, 2021.

**Motion by Seltzer, seconded by Saenz, to approve the Proclamation Honoring Doreen Martin as presented.**

Lamott publicly thanked Martin for her excellent work and stated she will be missed.

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

**NAYS: None**

**Motion carried.**

**B. Consider Community Development Block Grant (CDBG Plan Year 2022)**

Lamott asked Chris Braun- Executive Director of NEXT to define how other communities do it. She agreed the process of splitting the funds is indeed cumbersome.

Fraser read his submitted memo to the Council.

**Motion by Seltzer, seconded by Gordon for HAVEN to receive \$2500.00 and NEXT to receive \$4500.00 of the \$7,000.00 Allocation of Community Development Block Grant Funds for the Plan Year of 2022.**

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

**NAYS: None**

**Motion carried.**

Hansen suggested the Council to resolve to make the fund availability known to other entities in the community so that the funds can be accessed by a wider array of community needs.

**Motion by Hansen, seconded by Saenz, to approve a Resolution to Post a Public Notice on the Village website a month prior to the Public Hearing requirements, so that there is ample time for the Council to reach out to community entities and invite them to the Public Hearing.**

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

**NAYS: None**

**Motion carried.**

**C. Consider Proposal from Hubbell, Roth, and Clark for 2021-2022 Annual Storm Sewer Maintenance Program**

Zmich reviewed his submitted bid report for a proposal submitted in August of this year.

Zmich stated that the submitted proposal has become part of the two hundred thousand (\$200,000.00) Grant that the Village is in the process of acquiring from the Michigan Economic Development Corporation through the State of Michigan. This was the basis for the said grant that is in process. Zmich further stated that the Storm Sewer Maintenance Program and the Carol Street Drain Investigation project would both fall under the umbrella of the above-mentioned grant.

The Council agreed to wait until the grant was finalized so that the overall spend could be properly ascertained prior to the approval of the proposed bid.

#### **D. Consider Proposal from Hubbell, Roth, and Clark for Carol Street Drain Investigation**

Zmich reviewed his submitted bid report. The Request for Proposal (RFP) by invitation to vetted contractors has been sent out and two (2) bids were received, and they were solid bids with competitive pricing, specially in the current economic environment.

Gordon and Seltzer asked Zmich to confirm that the grant would cover all the costs associated with the Carol Street Drain and the Storm Sewer Maintenance program with no cost to the Village, Zmich substantiated there would be no cost to the Village. Zmich further explained that the Village may incur costs upfront and request reimbursement when the grant funds are officially available. Zmich stated also that if the work exceeds the grant amount the Village will then be responsible for the difference.

Fraser clarified there was a specific allocation made from the state legislature was to provide \$200,000.00 to a Village with a population of 3000 and we happened to be the only Village that fit the grant description.

Zmich implored the Council to continue reaching out to Village residents for their feedback so that the proper mitigation could be ascertained and then added to the project.

Fraser cautioned the Council that he could not substantiate that the Village would indeed be reimbursed for \$27,210.00 as it cannot be guaranteed at this juncture. Fraser further cautioned that the Village needed to proceed with the Carol Street Drain project, as it is a high priority, regardless of reimbursement as it is imperative to proceed with the project.

Hansen expressed concerned that the work that was completed by Novak and Frause Engineering (NFE) may cause redundancy. Zmich responded to Hansen that he had been in contact with Steve Sutton of NFE and would continue to do so to ascertain what new structures were built and what maintenance was completed with the existing structures.

Fraser confirmed that the cross pieces on Franklin Road were not part of the conversation with NFE prior to this project (with HRC.) Fraser will verify.

Hansen further stated that there may be a performance issue with NFE. Fraser assured Hansen that NFE has been great to work with and he would contact Sutton and investigate the matter.

**Motion by Seltzer, seconded by Saenz, to approve the Proposal from Hubbell, Roth and Clark for Carol Street Drain Investigation not to exceed the amount of \$27,210.00 with the contingency that the Village receives funds awarded from the Grant from the Michigan Economic Development Corporation through the State of Michigan as presented.**

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

**NAYS: None**

**Motion carried.**

**E. Consider Proposal from Hubbell, Roth, and Clark for Pedestrian Path on Village Land/Easements in the Colony Hill/Irving/Captains Lane Area**

Zmich reviewed his submitted bid report.

Zmich informed the Council that the affected residents for on the proposed pathway need to be notified.

Responding to Gordon, Zmich said that water run off issues would be identified through preliminary topography, layout, and cross sections studies.

Seltzer asked how many properties were affected, Zmich answered ten (10.)

Gordon expressed his desire for the project to initiate and complete in a timely manner as recent Village project have had extensive delays. Hanke was in full support. Zmich stated that it was possible to expediate the process pending weather conditions. Zmich confirmed the prices would remain the same no matter what timeframe work was initiated.

**Motion by Gordon, seconded by Seltzer to approve the Proposal from Hubbell, Roth and Clark for Pedestrian Path on Village Land/Easements in the Colony Hill/Irving/Captains Lane Area as presented.**

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

**NAYS: None**

**Motion carried.**

**F. Consider Ordinance Revision to Section 1268.28, Creating Standards for Garden Fence Enclosures**

ORDINANCE NO. 2021-05

AN ORDINANCE TO AMEND SECTION 1268.28(b)(11)(A), ZONING, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF FRANKLIN, OAKLAND COUNTY, MICHIGAN, TO ADOPT REGULATIONS CONCERNING GARDEN FENCE STANDARDS.

THE VILLAGE OF FRANKLIN ORDAINS:

Section 1. Amendment. That Part 12 – Planning & Zoning Code, Title Four – Zoning, Chapter/Section 1268.28(b)(11)(A), Zoning, of the Codified Ordinances, Village of Franklin, Oakland County, Michigan, is hereby amended in its entirety to read as follows:



- A. Location. A garden enclosure shall not be permitted in any front yard nor any required side yard.

Section 2. Severability. This ordinance and each Chapter, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable; and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Section 3. Penalty. All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefore shall be punishable by a civil fine of not more than \$500 and such other sanctions as may be ordered pursuant to Village Code Section 202.99.

Section 4. Savings. All proceedings pending and all rights and liabilities existing, acquired or incurred the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

Section 5. Repeal, Effective Date, Adoption.

(1) Repeal. All regulatory provisions contained in other Village ordinances which conflict with the provisions of this ordinance are hereby repealed.

(2) Effective Date. This ordinance shall become effective on Sunday, January 02, 2022, twenty (20) days following its adoption, and shall be published prior to its effective date as mandated by charter and statute.

(3) Adoption. This ordinance was adopted by the Village Council of the Village of Franklin at a meeting thereof held on December 13, 2021.

Fraser invited Goldberg to expound on the change. Goldberg stated it was a minor, typographical error that needed to be corrected to

(Under A. Location. A garden enclosure shall not be permitted in any front yard or any required side ~~or read~~ yard.)

**Motion by Gordon, seconded by Erlich to waive the second reading to approve the Ordinance Revision to Section 1268.28, Creating Standards for Garden Fence Enclosures as presented.**

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

**NAYS: None**

**Motion carried.**

**G. Consider Resolution for Village Credit Card**

**VILLAGE OF FRANKLIN, MICHIGAN**

**RESOLUTION TO ACQUIRE CREDIT CARDS AND ADOPTION OF RESOLUTION**

**AND RULES CONCERNING CREDIT CARD TRANSACTIONS**

**WHEREAS**, MCL 129.243 requires that a local governing unit may be a party to a credit card arrangement so long as it has a written policy concerning such credit card transactions; and

**WHEREAS**, the Village Council desires to acquire credit cards concerning certain transactions and adopt the following Resolution concerning credit card transactions.

**THEREFORE**, the Village Council of the Franklin Village resolves:

1. The Village Council designates the Administrator as the employee responsible for credit card issuance, accounting, monitoring, and retrieval and generally for overseeing compliance with the credit card policy. MCL 129.243 Sec. 3(a)
2. The Village credit card may only be used by an employee of the Village for purchases of goods or services for official Village business. MCL 129.243 Sec. 3(b)
3. Any employee issued a Village credit card must submit documentation to the Clerk for any goods or services purchased including: a description of the goods or services purchased, the vendor name, the cost of the goods and services, the date of the purchase, and the official business for which purchased. MCL 129.243 Sec. 3(c)
4. Any employee issued a Village credit card is responsible for its protection and custody and shall immediately notify the Administrator if the credit card is lost or stolen. MCL 129.243 Sec. 3(d)
5. Any employee issued a Village credit card shall return the credit card upon the termination of their employment with the Village. MCL 129.243 Sec. 3(e)
6. The Administrator shall be responsible for creating and maintaining a system of internal accounting controls to monitor the use of the credit cards issued by the Village. MCL 129.243 Sec. 3(f)
7. Credit card invoices must be approved prior to payment. MCL 129.243 Sec. 3(g)
8. Credit card invoices must be paid within 60 days after the initial statement date. MCL 129.243 Sec. 3(h)

9. Unauthorized use of the Village credit card by an employee shall result in disciplinary measures consistent with law. MCL 129.243 Sec. 3(i)
10. The Village Council shall approve the total Village credit card limit by resolution which shall be ~~no higher than 5% of the total budget~~ a maximum, annual spending limit of ten thousand dollars (\$10,000.00) of the Village ~~Budget (as determined by State law)~~ for the current fiscal year. MCL 129.244 Sec. 4(1)
11. The Administrator will be responsible for determining credit limits for any employee issued a Village credit card.
12. The credit card shall not be used for cash advances.

Hansen requested clarification on why the amount of five percent (5%) max of the Village Budget listed in the resolution seemed too high as it equated to nearly \$100,000.00. Gordon Agreed.

Fraser stated the language was pulled directly from the Michigan Compiled Laws (MCL.)

**Motion by Seltzer, seconded by Saenz to approve the Resolution for Village Credit Card as amended to include a maximum, spending limit of ten thousand dollars (\$10,000.00) annually of the Village budget for the current fiscal year.**

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

**NAYS: None**

**Motion carried.**

#### **H. Consider Resolution for PA 152 Exemption**

##### **RESOLUTION – EXEMPTION**

#### **RESOLUTION TO ADOPT THE ANNUAL EXPEMPTION OPTION AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT.**

**WHEREAS**, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

**WHEREAS**, the Act contains three options for complying with the requirements of the Act;

**WHEREAS**, the three options are as follows;

1. Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
2. Section 4 – “80%/20% Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3. Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

**WHEREAS**, the Village of Franklin has decided to adopt the annual Exemption option as its choice of compliance under the Act;

**NOW, THEREFORE, BE IT RESOLVED** the Village Council of the Village of Franklin elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by Adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2022, through December 31, 2022.

**Motion by Saenz seconded by Seltzer, to approve the Resolution for PA 152 Exemption as presented.**

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

**NAYS: None**

**Motion carried.**

#### **I. Consider Resolution in Support of Preservation of the Pickering Farm**

##### **A RESOLUTION IN SUPPORT OF PRESERVATION OF THE PICKERING FARM**

Whereas the Pickering farm, located on the east side of Franklin Road north of Fourteen Mile, is a significant regional historic property, and

Whereas the property is under contract for sale and could be developed into a new residential subdivision, and

Whereas preservation of the historically important farmstead buildings would have a significant positive impact on the Village of Franklin as well as Bloomfield Township, and

Whereas the Pickering Farm Preservation Association wants to purchase the farmstead so it can be repurposed for contemporary uses.

Now therefore the Franklin Village Council commends the efforts of the Pickering Farm Preservation Association and supports development and implementation of a plan to preserve and constructively use the historically significant structures that comprise the Pickering Farm.

Approved by the Franklin Village Board of Trustees this 13th day of December, 2021.

**Motion by Seltzer, seconded by Saenz to approve the Resolution in Support of Preservation of the Pickering Farm as presented.**

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

**NAYS: None**

**Motion carried.**

## **XII. ADJOURNMENT**

**Motion by Lamott, seconded by Hansen to adjourn.**

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

**NAYS: None**

**Motion carried.**

There being no further business, the meeting was adjourned at 9:19 PM.

William Lamott  
Village Council President

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Heather Mydloski  
Village Clerk

---



32325 Franklin Road, Franklin, Michigan 48025

F: (248) 626-0538

(248) 626-9666

[www.franklin.mi.us](http://www.franklin.mi.us)

**VILLAGE OF FRANKLIN  
SPECIAL COUNCIL MEETING**

**THURSDAY, December 16, 2021 3:30 P.M.**

**32325 Franklin Road, Franklin, Michigan 48025**

**The Village Council did not assemble to meet at a physical place;  
the meeting was held electronically via “Zoom.us®”, in accordance with the  
Michigan Open Meetings Act, as amended by 2020 PA 228**

**I. CALL TO ORDER**

The Special Council Meeting was called to order by President, Bill Lamott at 3:33 PM via Zoom.

**II. ROLL CALL**

Present: Mike Seltzer, Scottsdale, AZ; Pam Hansen, Franklin, MI; Mark Hanke, Fort Myers, FL;  
Ed Saenz, Franklin, MI and Bill Lamott, Glen Arbor, MI.

Absent: Kathy Erlich and Brian Gordon

Also Present: Roger Fraser, Village Administrator, David Golderg, Planning Commissioner and  
Heather Mydloski, Village Clerk.

**III. PUBLIC REQUESTS AND COMMENTS**

No Public Comments.

**IV. UNFINISHED BUSINESS**

**a. Community Development Block Grant Award Allocation**

**Motion by Seltzer, seconded by Gordon to allocate \$3,500.00 to HAVEN and \$3,500.00 to  
NEXT out of the \$7,000.00 Allocation for the Community Development Block Grant (CDBG)  
Funds for the Plan Year 2022.**

**Roll Call Vote**

Mark Hanke	AYE
Mike Seltzer	AYE
Ed Saenz	AYE
Pam Hansen	AYE
Bill Lamott	AYE

**Motion Carried.**

Council discussion on Coyote sightings and a Village resident that lost their dog when a coyote pulled him through a fence. Lamott and Fraser to obtain pertinent advisory information.

**V. ADJOURNMENT**

**Lamott to adjourned the meeting.**

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

**NAYS: None**

**Motion carried.**

There being no further business, the meeting was adjourned at 3:42 PM.

William Lamott  
Village Council President

---

Heather C. Mydloski  
Village Clerk

---



32325 Franklin Road, Franklin, Michigan 48025

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**PROCLAMATION**  
**Village Council President Pro-Tem Brian Gordon**  
**In Appreciation of his Public Service to the Village of Franklin**

**WHEREAS** Brian Gordon has served as Village Trustee from July 2012 until January 2022; and,  
**WHEREAS** Brian Gordon has served as a Village Council President Pro-Tem from November 2020 until January 2022; and,

**WHEREAS** Brian Gordon was an active participant as a Village Trustee, exuding his building experience, asking purposeful questions to provoke well-rounded discussions, committed to representing the Village residents fairly; and,

**WHEREAS** Brian Gordon was an active proponent of the Village Streetscape Project and an author of the Ballot Language Initiative; and,

**WHEREAS** Brian Gordon was also an active proponent of the Village Downtown Lighting Initiative and,

**WHEREAS** Brian Gordon was a member of the Final Design Committee for the Village Streetscape Project and was instrumental in the process of acquiring the desired aesthetic of the Village residents; and,

**WHEREAS** Brian Gordon has served as the Village Council Appointed Liaison for the Legal Committee; and,

**WHEREAS** Brian Gordon has served as the Village Council Appointed Liaison to the Franklin – Bingham Farms Fire Department and was instrumental in the purchase of two (2) Fire Apparatus; and,

**WHEREAS** Brian Gordon along with his wife, Julie Gordon have resided in the Village for thirty-one (31) years; and,

**NOW THEREFORE BE IT RESOLVED**, on this 14<sup>th</sup> day of February 2022, that the Franklin Village Council hereby publicly recognizes, commends, and thanks Village Council President Pro-Tem Brian Gordon for his service to the Village.

**BE IT FURTHER RESOLVED** that a copy of this resolution and expression of civic appreciation be presented to Brian Gordon on behalf of the undersigned.

\_\_\_\_\_  
William Lamott, President

\_\_\_\_\_  
Kathrine Erlich

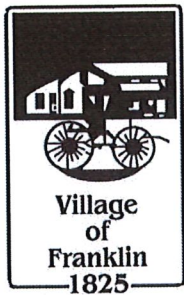
\_\_\_\_\_  
Mark Hanke

\_\_\_\_\_  
Edward Saenz

\_\_\_\_\_  
Michael Seltzer

\_\_\_\_\_  
Pamela Hansen





## APPLICATION FOR VILLAGE BOARD OR COMMISSION

Board/Commission of Interest (Please print clearly) COUNCIL TRUSTEE

Name: ALBERT LUDWIG

Address: 27217 GARDENWAY FRANKLIN, MI

Home Phone: \_\_\_\_\_ Cell: 248-761-6909

E-mail: ALBERT@TRICAPRE.COM

Length of Residence in the Village: 8 YRS Occupation: REAL ESTATE DEVELOPER & PROPERTY MGR

Reason for interest: WOULD LIKE TO BE INVOLVED MORE IN THE COMMUNITY. I FEEL LIKE I HAVE A LOT TO OFFER

Related Employment Experience (Please indicate dates)

A. I HAVE BEEN IN REAL ESTATE DEVELOPMENT SINCE

B. 1974. HALF OF MY LIFE HAS BEEN IN ZBA MEETINGS,

C. PLANNING COMMISSION MEETINGS & CITY COUNCIL MEETINGS

Education: WAYNE ST  
CONSTRUCTION INSTITUTE OF MICHIGAN

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

SEE ATTACHED RESUME

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:

NO

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

Albert Ludwig  
Signature of Applicant

2-2-2022  
Date

February 3, 2022

Mr. Roger Fraser  
Village Administrator  
Village of Franklin  
32325 Franklin Road  
Franklin, Michigan 48025

Dear Mr. Fraser:

Thank you for meeting with me the other day to discuss the Village Council opening. As I indicated during our conversation, I am interested in the position and I believe I would be an asset, without much of a learning curve, as I have attended hundreds of planning commission, city council, and ZBA meetings in many of the surrounding communities during my career as a real estate builder and developer. I also built our home on Gardenway, eight years ago, and my wife and I love living in the village.

As the property manager of many commercial properties, the managing member of several limited liability companies, and former president of several homeowner associations, I have experience with budgets, financing, and administration. My career has allowed me to interface with countless mayors, city managers, planning directors, council and commission members, and community members.

I also was involved in one particular intricate private/public development project with the City of Farmington Hills in 1999-2001. The city owned an old and dilapidated golf course on the east side of Halsted north of 11 Mile along with a former city dump on the southwest corner. The landfill had never been capped and was a liability. The city also had the option to purchase an additional 20 undeveloped acres from the school board on the northeast corner of 11 Mile and Halsted to connect the properties. Through a public bidding process, they asked for capping of the landfill, a new 18-hole golf course that would be designed to handle stormwater detention for a section of the city, a tunnel under the intersection connecting the two sides of the road, a new clubhouse with a restaurant, a driving range, and a parks and rec facility. They received eleven bids, culled the number first to eight, then to three, and ultimately, we were selected. We ended up developing and building the entire project, including eighty condominiums on the golf course. The permitting process was extremely complex since there were regulated wetlands as well as the remediation of the landfill. Twenty years later, this remains a valuable asset to the city.

I am including my resume and the standard application form along with this letter. Should you or the council members have any questions, please feel free to contact me.

Very truly yours,

**Albert J Ludwig**  
27217 Gardenway  
Franklin, Mi 48025  
248-761-6909  
[albert@tricapre.com](mailto:albert@tricapre.com)

**Albert J. Ludwig**  
27217 Gardenway Road  
Franklin, MI 48025  
(248) 761-6909  
[albert@tricapre.com](mailto:albert@tricapre.com)

## **PROFILE**

- Real estate professional and licensed builder with extensive experience in residential land development, residential and commercial construction, commercial real estate development, public/private development, and commercial property management
- 48 years of experience in the planning and development of single-family residential subdivisions and condominiums, apartment complexes, office buildings, medical buildings, retail shopping centers, industrial buildings, Brownfield remediation, golf courses and hotel properties
- Currently managing approximately 40 single and multi-tenant commercial and office properties containing over 1,000,000 square feet

## **EMPLOYMENT HISTORY**

<b>2005-Present</b>	<i>Managing Member</i> TriCap Holdings LLC Consolidated Holdings, LLC
<b>2001-2005</b>	<i>Vice President of Operations</i> Grant-Perry Development Company, LLC West Bloomfield, MI
<b>2001</b>	<i>Director of Land Development</i> Centex Homes Farmington Hills, MI
<b>1985-2001</b>	<i>Vice President</i> Selective Development Company Farmington Hills, MI
<b>1973-1985</b>	<i>Vice President of J.E.S. Management Company</i> <i>General Manager of Regal Building Company</i> Oak Park, MI

## **EDUCATION**

Wayne State University Detroit, Michigan	1969 – 1972
Construction Institute of MI Detroit, Michigan	1975-1979

## **TEAM LEADERSHIP ROLES:**

- Past President of several condominium association boards
- Farmington/Farmington Hills Community Foundation Trustee
- Farmington/Farmington Hills Grand River Corridor Improvement Committee Member
- Farmington Hills Redevelopment Committee Member
- BBYO Retreat Building Committee Member
- NFWB Past President (NFWB is a non-profit little league softball and baseball organization for over 1,500 children)



## APPLICATION FOR VILLAGE BOARD OR COMMISSION

Board/Commission of Interest (Please print clearly) Village Council

Name: David A. Goldberg

Address: 27341 Willowgreen Ct.

Home Phone: (248) 538-0293 Cell: (248) 496-5858

E-mail: goldy6@ibeglobal.net

Length of Residence in the Village: 21 yrs Occupation: Attorney & Real Estate Broker

Reason for interest: Currently chairman of planning commission and am interested in current Council Vacancy.

Related Employment Experience (Please indicate dates)

A. \_\_\_\_\_

B. See Resume Attached

C. \_\_\_\_\_

Education: See Resume Attached

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

See attached Resume. Over 12 years as Planner, half as chair

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:

No

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

[Signature]  
Signature of Applicant

1/27/22  
Date

## Heather Mydloski

---

**From:** David Goldberg <goldy6@sbcglobal.net>  
**Sent:** Wednesday, January 26, 2022 4:43 PM  
**To:** Heather Mydloski  
**Cc:** Roger Fraser  
**Subject:** Village Counsel Vacancy  
**Attachments:** David Goldberg's Resume (01-22).pdf; Untitled attachment 00003.htm

Heather

It has come to my attention that Brian Gordon has resigned from Village Council and there is an opening. I would like to be considered for the vacancy. Attached is my current resume. Please let me know if there is anything else I need to submit.

Best regards,

David

**(248) 496-5858**  
**(248) 538-0294 (fax)**

The information transmitted is intended only for the person to whom or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, is prohibited. If you received this in error, please contact the sender and then delete and destroy all copies of the material. Thank you.

**DAVID A. GOLDBERG**  
27341 Willowgreen Ct.  
Franklin, Michigan 48025  
(248) 496-5858  
[goldy6@sbcglobal.net](mailto:goldy6@sbcglobal.net)

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**EDUCATION:**     **J.D., University of Detroit School of Law**, Detroit, MI, 8/90 to 4/93.  
Graduated *cum laude*. Admitted to Michigan State Bar 11/93.

**B.A., English Major, University of Michigan**, Ann Arbor, MI, 9/84 to 12/88.  
Graduated with honors.

**EXPERIENCE:**   **Attorney and Counselor, 11/12 to Present, Law Office of David A. Goldberg, Madison Heights, MI.** Represent individuals and small businesses in various types of civil and criminal matters, including family law, real estate transactions and development, collection, contracts, landlord/tenant and probate. Handle all aspects of civil pleadings, discovery, court appearances, and resolution. Draft and negotiate real estate, construction and other contracts.

**Principal Associate Broker, 12/09 to Present, Cedarwood Realty, Madison Heights, MI.** Principal real estate broker of company assisting corporate and individual clients in the sale, purchase, management and lease of commercial, industrial and residential properties. Serve as listing broker for clients in the sale and lease of their properties, including marketing of assets, identification of prospective users, negotiation of deal terms, and closing of transactions. Serve as buyer/tenant broker for clients in the purchase and lease of properties, including market analysis, site identification, property investigation and due diligence, negotiation of deal terms, and closing of transactions.

**General Counsel and Associate Broker, 4/19 to 1/22, Alpha Real Estate Exchange, Southfield, MI.** General counsel and associate real estate broker for full service real estate brokerage company focusing on commercial and industrial investment properties.

**Legal Counsel, 6/11 to 11/12, Grand/Sakwa Properties, Farmington Hills, MI.** In-house legal counsel of private land development, construction and property management company. Drafted and negotiated retail and office leases on behalf of landlords. Managed and assisted outside legal counsel with respect to construction litigation, condominium litigation, landlord/tenant and other matters for company. Drafted and negotiated corporate formation and organizational documents. Drafted construction contracts and oversaw construction lien matters for company's residential building department. Assisted land development department in performing due diligence and entitlement activities.

**Assistant Director of Real Estate, 10/08 to 12/09, The Velmeir Companies, West Bloomfield, MI.** Assistant Director of Real Estate and Associate Broker of company that represented large national retailer and other retailers. Conducted market research, identification, investigation, acquisition, entitlement, development, and construction of commercial property on behalf of retailers. Negotiated and prepared commercial letters of intent, purchase agreements, ground leases and build-to-suit leases on behalf of seller/landlord and purchaser/tenant. Worked directly with corporate representatives of large national retailer regarding their company's real estate matters in Michigan.

**General Counsel and Land Development Coordinator, 4/99 to 6/08, The Aspen Group, Southfield, MI.** General Counsel of private land development, construction and property management company. Managed all aspects of the identification, investigation, acquisition, entitlement, development, construction and sale/leasing of single-family residential, multiple-family residential, commercial/office and mixed-use projects. Served as legal counsel handling real estate transactions, construction contracts, leasing, entitlement/permitting, and financing, as well as drafting and negotiating corporate formation and organizational documents. Acted as primary point person interacting with local municipalities, state agencies, and their private consultants. Coordinated and oversaw planners, engineers and other consultants retained during the investigation, acquisition, entitlement, development, construction and finance process. Negotiated and prepared leases with local and national retailers.

**Associate Attorney, 4/95 to 4/99, Seyburn, Kahn, Ginn, Bess, Deitch & Serlin, Southfield, MI.** Real estate and corporate attorney for general practice law firm, specializing in real estate transactions, land development, asset transactions, and financing. Clients included public and private single-family and multiple-family residential, commercial and industrial developers and builders, as well as public and private corporations. Responsibilities included drafting and negotiating real estate documents, closing real estate transactions, coordinating due diligence activities, drafting asset purchase/sale documents, and drafting and negotiating corporate formation and organizational documents.

**General Counsel, 4/93 to 4/95, The Rosin Companies, Southfield, MI.** General Counsel and assistant land development coordinator for the development and construction of single-family residential subdivisions and commercial shopping centers. Coordinated the acquisition of vacant property, performed all aspects of the entitlement and development of projects, and oversaw the sale of developed lots.

**LICENSES &  
AFFILIATIONS**

Member of the State Bar of Michigan (P48900)  
Licensed Real Estate Broker in the State of Michigan (6502360648)  
Licensed Residential Builder in the State of Michigan (2101090463)  
MDEQ Certified Storm Water Management Operator (00499)  
Chairman of the Village of Franklin Planning Commission

**REFERENCES:** Available upon request





## APPLICATION FOR VILLAGE BOARD OR COMMISSION

Board/Commission of Interest (Please print clearly) Trustee of the Village Council

Name: Linda Hiller Novak

Address: 27300 Scenic Hwy, Franklin, MI 48025

Home Phone: \_\_\_\_\_ Cell: (248) 408-7811

E-mail: lnovak@comcast.net

Length of Residence in the Village: 15+ years Occupation: Realtor

Reason for interest:  
Please see attached resume

Related Employment Experience (Please indicate dates, attach additional pages as necessary)  
Please see attached resume

Education:  
Please see attached resume

Experience or Other Relevant Information (Village Boards, Churches, Civic or Community Group, Memberships, Associations, etc. Attach resume or additional page as necessary):  
Planning Commission and Zoning Board, Village of Franklin  
Board member, ALS of Michigan

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:

No

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

*Linda Hiller Novak*

Linda Hiller Novak

Signature of Applicant

2/11/2022

Date



## Heather Mydloski

---

**From:** Linda Hiller Novak <linda@novakreteam.com>  
**Sent:** Friday, February 11, 2022 12:50 PM  
**To:** Heather Mydloski  
**Subject:** Application for Open Position  
**Attachments:** Resume for Franklin.pdf

Good afternoon Heather,

I am throwing my hat in the ring for the Village Council vacancy. Attached please find my resume/letter of interest.

Please call me with any questions or if you need further information.

Linda

Linda Hiller Novak

Associate Broker

Max Broock Realtors

[www.LindaHillerNovak.com](http://www.LindaHillerNovak.com)

Linda@NovakRETeam.com

248.408.7811

# Linda Hiller Novak

27300 Scenic Hwy.  
Franklin, MI 48025  
(248) 408-7811  
[lnovak@comcast.net](mailto:lnovak@comcast.net)

## Civic and Community Volunteer | Accomplished Realtor

---

### PERSONAL PROFILE

I have been a resident of the Village of Franklin for most of my life. I grew up here, raised my children and currently focus on Franklin for both my career and volunteer activities. I have extensive knowledge of neighborhoods, schools, businesses, municipal and building rules, regulations and codes and all things home related, especially those aspects unique to Franklin. As a result of my personal as well as business experience, I feel that I am uniquely qualified to serve on the Franklin Village Council. I hope that my experience can benefit all residents by making our Village a better place to live, work, play and invest.

### VOLUNTEER POSITIONS

- 9/2019 – Present, Member of the Franklin Zoning Board
- 7/2020 – Present, Member of the Franklin Planning Commission
- 3/2008 – Present, Member of the Board of Directors, ALS of Michigan
- 1/2014 – 1/2017, President, Board of Directors, ALS of Michigan
- Previous member Board of Directors, Birmingham, MI YMCA
- Taught pro bono seminars to senior adults on "Exploring Home Ownership Later in Life" and "How to De-Clutter your Life, Don't Let Your Possessions Own You"
- Member, Women's Council of Realtors
- Member, National Association of Realtors
- Member, Michigan Association of Realtors

### EDUCATION

#### 1974

*University of Michigan*

Bachelor of General Studies degree with distinction

Special Focus on Urban Studies, Psychology and Sociology

### EMPLOYMENT

#### 2007 - Present

*Max Broock Realtors, Birmingham, MI*

Associate Broker

#### Position

- Real Estate Sales
- Certifications: Senior Real Estate Specialist, Accredited Buyers Representative, Accredited Luxury Home Specialist

#### 2011-2018

*Co-Founder, Right Moves for Seniors*

#### 2002-2007

*Hannett, Wilson and Whitehouse Realtors, Birmingham, MI*

Associate Broker

**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**  
**DECEMBER 2021**

**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.	95	24%	1307	1099
FRANKLIN	133	33%	1688	1628
OTHER	11	3%	129	64
TRAFFIC STOPS ONLY	162	40%	2747	2152
<b>TOTAL:</b>	<b>401</b>	<b>100%</b>	<b>5871</b>	<b>4943</b>
 S.A.D. Only: S.A.D.=Special Assessment District	 <b>43</b>		 <b>445</b>	 <b>393</b>

**WRITTEN COMPLAINTS**

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>YEAR-TO DATE LAST YEAR</u>
BINGHAM FARMS	18	38%	316	195
FRANKLIN	19	40%	227	263
S.A.D./OTHER	10	22%	91	53
<b>TOTAL:</b>	<b>47</b>	<b>100%</b>	<b>634</b>	<b>511</b>

**BREAKING AND ENTERING/HOME INVASION**

**RESIDENTIAL**

<u>THIS MONTH</u>	<u>YEAR - TO - DATE</u>
0	1
<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	1
<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			
S.A.D.			

## ARRESTS

	<u>NUMBER</u>	<u>YEAR - TO - DATE</u>	<u>YEAR - TO - DATE 2020</u>
FELONIES	0	8	6
MISDEMEANORS	0	157	100

## MISDEMEANOR INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	12/1/2021	21-5480(F)	Damage to Property-Private Property
(B)=Bingham Farms	12/4/2021	21-5514(B)	DWLS OPS License Suspended/Revoked (A)
(F)=Franklin	12/4/2021	21-5522(B)	DWLS OPS License Suspended/Revoked (A)
(S)=S.A.D.	12/6/2021	21-5545(F)	Assault
(O)=Other	12/9/2021	21-5609(B)	DWLS OPS License Suspended/Revoked (A)
	12/11/2021	21-5638(B)	Vehicle Registration - Improper/Expired (A)
	12/14/2021	21-5700(B)	License/Title/Registration (A)
	12/16/2021	21-5719(S)	Assault
	12/20/2021	21-5771(B)	DWLS OPS License Suspended/Revoked (A)
	12/24/2021	21-5806(F)	DWLS OPS License Suspended/Revoked (A)
	12/28/2021	21-5833(F)	Indecent Exposure (A)(A)
	12/31/2021	21-5865(B)	DWLS OPS License Suspended/Revoked (A)

## FELONY INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	12/13/2021	21-5675(S)	Fraud (Other)
(B)=Bingham Farms	12/13/2021	21-5680(S)	Fraud (Other)
(F)=Franklin	12/16/2021	21-5715(F)	Larceny-From Yards
(S)=S.A.D.	12/24/2021	21-5805(F)	Fraud (Other)
(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.	72	68%	1157	839
FRANKLIN	34	32%	776	455
OTHER	0	0%	0	0
TOTAL:	106	100%	1933	1294

## OTHER MATTERS

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

 1/5/2022

Daniel D. Roberts, Chief of Police

**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**  
**JANUARY 2022**

**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.	118	26%	118	85
FRANKLIN	119	27%	119	114
OTHER	13	3%	13	16
TRAFFIC STOPS ONLY	196	44%	196	204
<b>TOTAL:</b>	<b>446</b>	<b>100%</b>	<b>446</b>	<b>419</b>
 S.A.D Only: S.A.D.=Special Assessment District	 <b>40</b>		 <b>40</b>	 <b>35</b>

**WRITTEN COMPLAINTS**

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>YEAR - TO - DATE LAST YEAR</u>
BINGHAM FARMS	24	49%	24	19
FRANKLIN	20	41%	20	19
S.A.D./OTHER	5	10%	5	8
<b>TOTAL:</b>	<b>49</b>	<b>100%</b>	<b>49</b>	<b>46</b>

**BREAKING AND ENTERING/HOME INVASION**

**RESIDENTIAL**

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

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

	<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 2021</u>
<b>FELONIES</b>	<b>2</b>	<b>2</b>	<b>0</b>
<b>MISDEMEANORS</b>	<b>11</b>	<b>11</b>	<b>8</b>

## MISDEMEANOR INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	1/1/2022	22-0011(B)	Operating While Intoxicated (A)
(B)=Bingham Farms	1/11/2022	22-0051(F)	DWLS OPS License Suspended/Revoked (A)
(F)=Franklin	1/16/2022	22-0241(B)	License/Title/Registration (A)
(S)=S.A.D.	1/22/2022	22-0325(F)	DWLS OPS License Suspended/Revoked (A)
(O)=Other	1/24/2022	22-0347(B)	DWLS OPS License Suspended/Revoked (A)
	1/26/2022	22-0371(F)	DWLS OPS License Suspended/Revoked (A)
	1/27/2022	22-0383(B)	DWLS OPS License Suspended/Revoked (A)
	1/28/2022	22-0394(B)	Telephone Used for Harrassment, Threats
	1/28/2022	22-0397(B)	License/Title/Registration (A)
	1/29/2022	22-0404(B)	Vehicle Registration - Improper/Expired (A)
	1/29/2022	22-0407(F)	DWLS OPS License Suspended/Revoked (A)
	1/31/2022	22-0444(B)	DWLS OPS License Suspended/Revoked (A)

## FELONY INCIDENTS

	<u>DATE</u>	<u>INCIDENT</u>	<u>COMMENTS</u>
(A)=Arrest	1/4/2022	22-0037(B)	Dangerous Drugs, Concealed Weapon (A)
(B)=Bingham Farms	1/7/2022	22-0101(F)	Fraud (Other)
(F)=Franklin	1/17/2022	22-0249(F)	Larceny - Personal Property from Vehicle - LFA
(S)=S.A.D.	1/17/2022	22-0263(B)	Vehicle Theft UDAA
(O)=Other	1/18/2022	22-0272(F)	Larceny - Personal Property from Vehicle - LFA
	1/19/2022	22-0281(S)	Fraud (Other)
	1/20/2022	22-0293(S)	Fraud (Other)
	1/24/2022	22-0346(F)	Operating While Intoxicated - 3rd Offense (A)

## TRAFFIC CITATIONS:

	<u>NUMBER</u>	<u>PERCENT</u>	<u>YEAR - TO - DATE</u>	<u>LAST YEAR-TO-DATE</u>
BINGHAM FARMS/S.A.D.	80	51%	80	66
FRANKLIN	77	49%	77	48
OTHER	0	0%	0	0
<b>TOTAL:</b>	<b>157</b>	<b>100%</b>	<b>157</b>	<b>114</b>

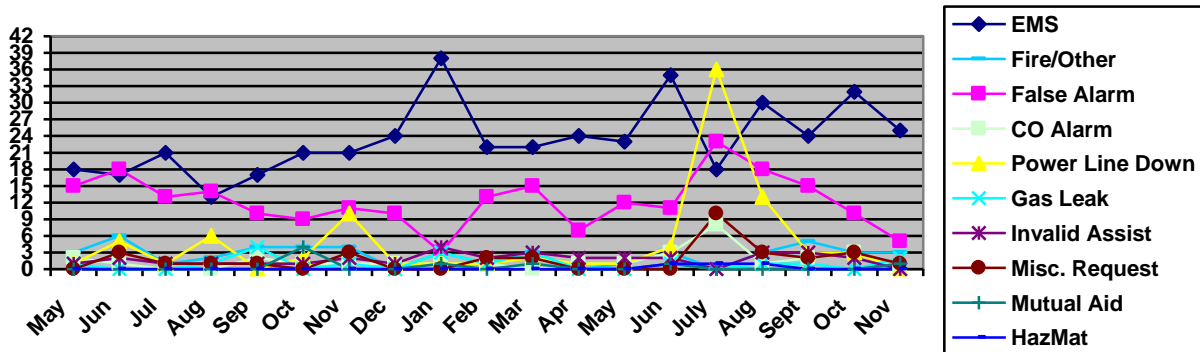
## OTHER MATTERS

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

 2/2/2022  
 Daniel D. Roberts, Chief of Police

To: The Board of Fire Commissioners  
 From: Chief of Department Tony Averbuch  
 Subject: Report for the 20 December 2021 Meeting

Past 18 Months Response Trends:



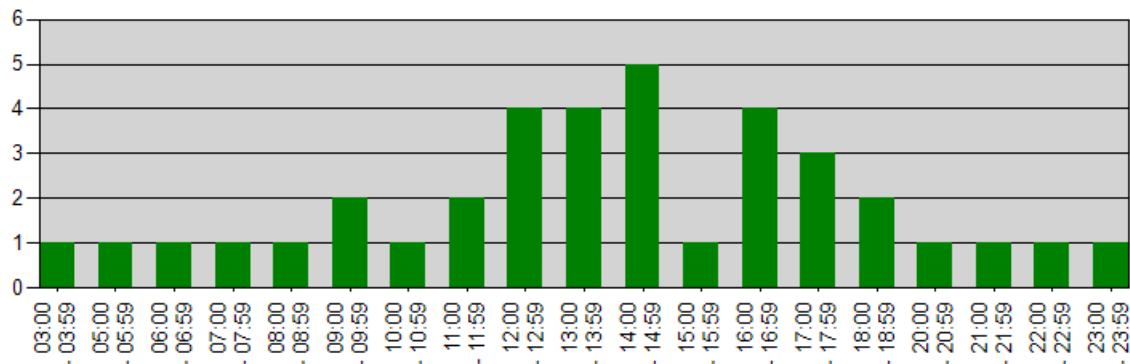
June Response Information (857):

INCIDENT TYPE	# INCIDENTS
200 - Overpressure rupture, explosion, overheat other	1
251 - Excessive heat, scorch burns with no ignition	2
321 - EMS call, excluding vehicle accident with injury	23
322 - Motor vehicle accident with injuries	2
412 - Gas leak (natural gas or LPG)	2
551 - Assist police or other governmental agency	2
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	1
714 - Central station, malicious false alarm	1
733 - Smoke detector activation due to malfunction	2
<b>Total</b>	<b>37</b>

Average response time for the month (72)

RESPONSE MODE	NUMBER of APPARATUS	AVERAGE RESPONSE TIME in MM:SS (Dispatch to Arrived)
Lights and Sirens	32	5:09
No Lights or Sirens	31	5:05
<b>Total:</b>	<b>63</b>	<b>5:07</b>

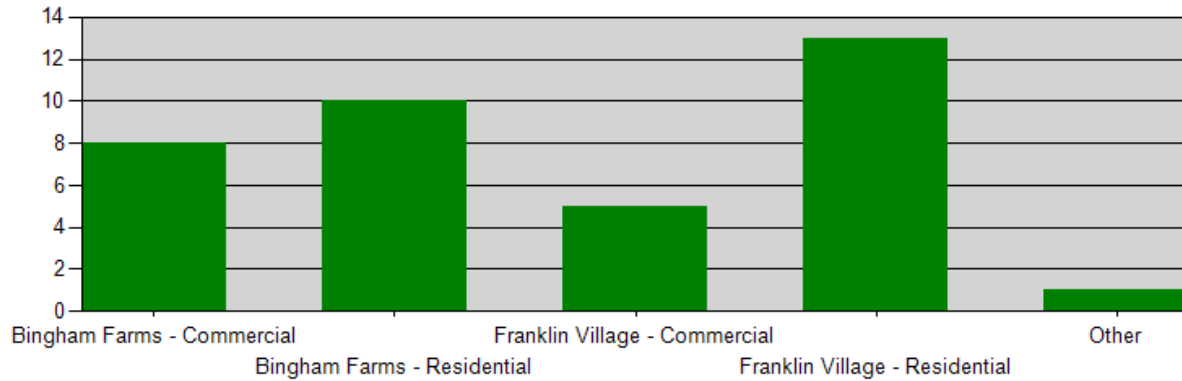
Incidents Calls by Hour (1010):



Top Ten Responders (YTD)(1512):

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

Village Zone Responses for the Previous Month (1285)



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

Incident Date	Incident #	Address	Zone	Custom Questions
<b>600 - Good intent call, other (Not Billable)</b>				
11/02/2021	2021-21566	33311 Franklin RD Franklin, MI 48025	Franklin Village - Commercial	Was this alarm caused by contractors?: <b>N/A</b>
<b>611 - Dispatched &amp; cancelled en route (Not Billable)</b>				
11/27/2021	2021-21595	23790 Ravineview CT Bingham Farms, MI 480254802	Bingham Farms - Residential	Was this alarm caused by contractors?: <b>Unknown</b>
<b>714 - Central station, malicious false alarm (Not Billable)</b>				
11/22/2021	2021-21589	30400 Telegraph RD Bingham Farms, MI 480254802	Bingham Farms - Commercial	Was this alarm caused by contractors?: <b>No</b>
<b>733 - Smoke detector activation due to malfunction (Billable)</b>				
11/09/2021	2021-21575	30515 Oakview Bingham Farms, MI 480254802	Bingham Farms - Residential	Was this alarm caused by contractors?: <b>Yes</b>
11/15/2021	2021-21581	30900 Franklin Oaks TRL Franklin, MI 48025	Franklin Village - Residential	Was this alarm caused by contractors?: <b>Yes</b>



To: The Board of Fire Commissioners  
 From: Chief of Department Tony Averbuch  
 Subject: Report for the 21 January Meeting

#### 2018 Response Review:

	2020	2019	2018
Total Incidents	495	538	591
Volunteer station time committed	1863.5 hours	2,945.2 hours	2,720.6 hours
Total Individual Incident Responses	2,040 (1,215 hours)	2,174 (1,233 hours)	2,675 (1,390 hours)
Annual Average Response Time	4.8 minutes	5.07 minutes	4.93 minutes

#### Incident Classifications:

Fires – 6  
 EMS – 250  
 Hazardous Conditions– 64  
 False Alarms/Cancelled – 143  
 Others – 32

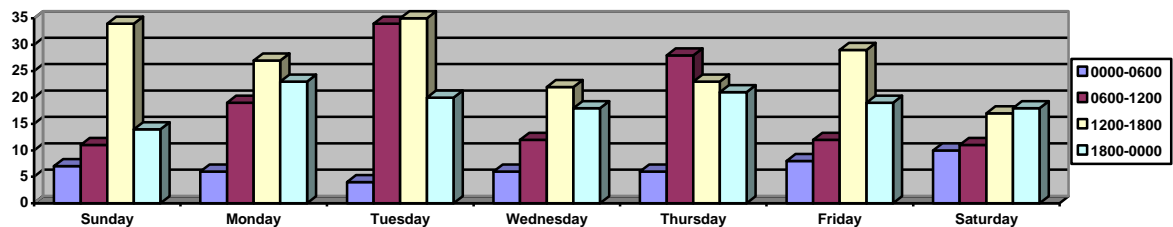
#### Apparatus Responses:

Engine 4 – 228  
 Tanker 5 - 7  
 Tanker 6 - 4  
 Ladder 1 – 17  
 Rescue 7 – 300  
 Rescue 9 – 3

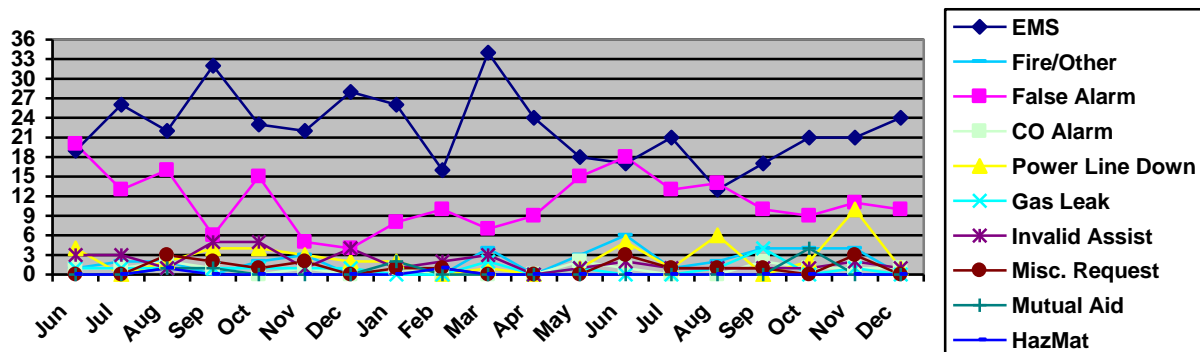
#### Top Ten Responders

Steve C. (227) Jeff S. (121)  
 Gerald J. (209) Richard R. (114)  
 Peter K. (181) John B. (88)  
 Kevin K. (164) Rebecca K. (83)  
 Peter L. (129) Tim A. (78)

#### Incidents by hour and day for 2020:



#### Past 18 Months Response Trends:



#### December Response Information:

37 incidents for the month of December 2020. Average response time for the month (time of call to time on-scene) was 5.19 minutes. Below listed are those false alarms that have occurred during the month of December:

Date	Incident.	Village	Address	Time	Billable	Comments
12/2/20	465	Franklin	32945 Franklin Ct	20:57	Yes	Malfunction
12/4/20	468	Franklin	26071 Meadow	23:27	No	Cancelled En Route
12/6/20	471	Southfield	29260 Franklin Rd	19:33	No	Wrong Dispatch Location (City)
12/17/20	483	Franklin	30650 Inkster	10:24	No	CO Detector Malfunction
12/19/20	484	Franklin	32220 Franklin Rd	03:12	Yes	Malfunction
12/19/20	485	Franklin	30026 Oakleaf Ln	13:19	No	Cancelled En Route
12/21/20	487	Bingham Farms	29340 Brooks Ln	16:56	No	Cancelled En Route
12/23/20	492	Franklin	26426 Scenic Rd	23:30	No	False Call, Other
12/28/20	495	Franklin	32220 Franklin Rd	02:30	Yes	Malfunction
12/29/20	496	Bingham Farms	32270 Telegraph	08:22	Yes	Malfunction
12/29/20	497	Bingham Farms	32600 Telegraph	14:04	Yes	Malfunction

Village of Franklin  
Proposed Budget Amendment 12/31/2021

		Current Amended Budget	Proposed Budget Amendment	Proposed Amended Budget
<b>General Fund (101)</b>				
<b>Revenues: Positive/(Negative) Change</b>				
101-000-445.000	PENALTY & INTEREST ON TAXES		3,406	
101-000-501.000	COMMUNITY DEVEL BLK GRANT		650	
101-000-539.000	GRANT PROCEEDS (American Rescue Plan Act)		167,560	
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE		637	
101-000-575.000	LIQUOR LICENSE FEES		1,050	
101-000-670.000	KREGER HOUSE RENTAL		1,100	
101-000-679.000	OTHER REIMBURSEMENTS		1,100	
<b>Total Revenues</b>		<b>1,453,339</b>	<b>175,503</b>	<b>1,628,842</b>
<b>Expenditures: (Positive)/ Negative Change</b>				
<b>Village Council</b>				
101-101-821.000	GENERAL ENGINEERING SERVICES		23,825	
101-101-900.000	PUBLIC INFORMATION		17,140	
<b>Total Village Council Department</b>		<b>87,175</b>	<b>40,965</b>	<b>128,140</b>
<b>Village Clerk</b>				
101-215-705.000	GROUP INSURANCE (Incoming Clerk Single Coverage)		2,704	
101-215-853.000	TELEPHONE/EMAIL HOSTING		2,891	
<b>Total Village Clerk Department</b>		<b>75,773</b>	<b>5,595</b>	<b>81,368</b>
<b>Treasury/General Office</b>				
101-253-728.000	COMPUTER SOFTWARE & SUPPLIES		120	
101-253-810.000	BOOKKEEPING CONTRACTED SERVICES		716	
101-253-900.000	TAX COLLECTION EXPENSES		431	
<b>Total Treasury/General Office Department</b>		<b>3,700</b>	<b>1,267</b>	<b>4,967</b>
<b>Building and Grounds Department</b>				
101-265-810.000	CONTRACTED SERVICES		19,427	
101-265-853.000	COMMUNICATION EXP.		2,423	
<b>Total Building and Grounds Department</b>		<b>62,000</b>	<b>21,850</b>	<b>83,850</b>
<b>Community Programs</b>				
101-747-902.000	WEBSITE EXPENSES		2,031	
<b>Total Community Program Department</b>		<b>33,000</b>	<b>2,031</b>	<b>35,031</b>
<b>General Insurance</b>				
101-851-911.000	LIABILITY INSURANCE & BONDS		610	
<b>Total Building and Grounds : City Hall department</b>		<b>24,400</b>	<b>610</b>	<b>25,010</b>
<b>Capital Expenditures</b>				
101-901-981.000	ADMIN.OFFICE FURNITURE & EQUIPMENT		10,000	
<b>Total Capital Expenditures Department</b>		<b>35,000</b>	<b>10,000</b>	<b>45,000</b>
<b>Transfers Out</b>				
101-000-995.003	TRANSFER TO WASTE WATER FUND		8,459	
<b>Total Transfers Out department</b>		<b>1,160,800</b>	<b>8,459</b>	<b>1,169,259</b>
<b>Total Expenditures (all departments)</b>		<b>1,846,777</b>	<b>90,777</b>	<b>1,937,554</b>
<b>Net Revenues and Expenditures</b>		<b>(393,438)</b>	<b>84,726</b>	<b>(308,712)</b>
<b>Combined General Fund:</b>				
<b>Audited Beginning Fund Balance at July 1, 2021</b>		1,594,326		1,594,326
<b>Budgeted Ending Fund Balance at June 30, 2022</b>		1,200,888		1,285,614

	Current Amended Budget	Proposed Budget Amendment	Proposed Amended Budget
<b>Major Street Fund (202)</b>			
Revenues: Positive/(Negative) Change			
Total Revenues	252,366	-	252,366
Expenditures: (Positive)/ Negative Change			
Streets Department 202-451-818.001		399,172	
ROAD & STREET CONSTRUCTION (partial portion of Asphalt Specialist invoices)			
Total Streets department	145,200	399,172	544,372
Total Expenditures (all departments)	145,200	399,172	544,372
Net Revenues and Expenditures	107,166	(399,172)	(292,006)
Audited Beginning Fund Balance at July 1, 2021	294,565		294,565
Budgeted Ending Fund Balance at June 30, 2022	\$ 401,731		\$ 2,559

Village of Franklin  
Proposed Budget Amendment 12/31/2021

		Current Amended Budget	Proposed Budget Amendment	Proposed Amended Budget
<b>Street Project Fund (402)</b>				
<b>Revenues: Positive/(Negative) Change</b>				
402-000-665.000	INTEREST INCOME		1,200	
<b>Total Revenues</b>		-	<b>1,200</b>	<b>1,200</b>
<b>Expenditures: (Positive)/ Negative Change</b>				
<b>Street Project 402</b>				
402-900-812.000	ROAD IMPROVEMENTS		478,383	
402-900-821.000	ENGINEERING SERVICES		118,289	
<b>Total Street Project 402 department</b>		-	<b>596,672</b>	<b>596,672</b>
<b>Total Expenditures (all departments)</b>		-	<b>596,672</b>	<b>596,672</b>
<b>Net Revenues and Expenditures</b>		-	<b>(595,472)</b>	<b>(595,472)</b>
<b>Audited Beginning Fund Balance at July 1, 2021</b>		597,002		597,002
<b>Budgeted Ending Fund Balance at June 30, 2022</b>		<u>\$ 597,002</u>		<u>\$ 1,530</u>
<b>Waste Water Fund (542)</b>				
542-000-485.000	TRI-ANNUAL SEPTAGE PERMITS		6,645	
542-000-541.000	STATE GRANT PROCEEDS (Michigan Enhancement Grant)		200,000	
542-000-699.001	TRANSFER IN FROM GENERAL FUND		8,459	
<b>Total Revenues</b>		<b>10,700</b>	<b>215,104</b>	<b>225,804</b>
<b>Expenditures: (Positive)/ Negative Change</b>				
Waste Water Department				
542-371-821.000	ENGINEERING SERVICES (Increase for Michigan Enhancement Grant above)		215,104	
<b>Total Waste Water Department</b>		<b>10,700</b>	<b>215,104</b>	<b>225,804</b>
<b>Total Expenditures (all departments)</b>		<b>10,700</b>	<b>215,104</b>	<b>225,804</b>
<b>Net Revenues and Expenditures</b>		-	<b>(0)</b>	<b>(0)</b>
<b>Audited Beginning Fund Balance at July 1, 2021</b>		-		-
<b>Budgeted Ending Fund Balance at June 30, 2022</b>		<u>\$ -</u>		<u>\$ (0)</u>
<b>Grand Total</b>				
Total Budgeted Revenues (of funds with proposed amendments)		1,716,405	391,807	2,108,212
Total Budgeted Revenues of funds not amended (Local Streets, Fire, Police, Rubbish, Building, Library, General Debt, Road Millage Debt, Pressure Sewer)		4,289,543		4,289,543
<b>Total Budgeted Revenues (all funds)</b>		<b>6,005,948</b>	<b>391,807</b>	<b>6,397,755</b>
Total Budgeted Expenditures (of funds with proposed amendments)		2,002,677	1,301,725	3,304,402
Total Budgeted Expenditures of funds not amended (Local Streets, Fire, Police, Rubbish, Building, Library, General Debt, Road Millage Debt, Pressure Sewer)		4,390,848		4,390,848
<b>Total Budgeted Expenditures (all funds)</b>		<b>6,393,525</b>	<b>1,301,725</b>	<b>7,695,250</b>
<b>Net Revenues and Expenditures (all funds)</b>		<b>(387,577)</b>	<b>(909,918)</b>	<b>(1,297,495)</b>
<b>Audited Beginning Fund Balance at July 1, 2021</b>		<b>9,814,470</b>		<b>9,814,470</b>
<b>Budgeted Ending Fund Balance at June 30, 2022</b>		<b>9,426,893</b>		<b>8,516,975</b>

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Total for fund 101 GENERAL	213,800.60
Total for fund 202 MAJOR STREETS	44,053.01
Total for fund 203 LOCAL STREETS	17,571.44
Total for fund 207 POLICE	155,895.28
Total for fund 226 GARBAGE & RUBBISH	34,297.63
Total for fund 249 BUILDING DEPARTMENT	33,001.08
Total for fund 401 PRESSURE SEWER	1,921.50
Total for fund 402 STREET PROJECT	3,192.50
Total for fund 542 WASTE WATER	18,512.79
TOTAL - ALL FUNDS	522,245.83



**32325 Franklin Road, Franklin, Michigan  
48025**

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

**[www.franklin.mi.us](http://www.franklin.mi.us)**

## **MAIN STREET FRANKLIN MAIN STREET OAKLAND COUNTY ACCREDITATION OVERVIEW**

Main Street Franklin will be undergoing Main Street America's Program Accreditation facilitated by Main Street Oakland County on February 9<sup>th</sup>. Main Street Oakland County (MSOC) works with Select Level member communities, like Franklin, to achieve and maintain Main Street America Accredited status. During the evaluation process, the Main Street Franklin (MSF) program will be measured against the Main Street America Standards of Performance. These standards of performance are used for designating programs as Main Street America Accredited members.

This accreditation processes ensures Main Street Franklin's commitment to utilizing Main Street Approach to create preservation-based economic development and community revitalization.

Main Street Franklin must meet the requirements of 6 accreditation categories. MSF will be assessed on criteria such as its mission and vision statements, comprehensive workplan, the program's community support, historic preservation ethics, having a paid professional manager, program data collection and reporting, and continued education opportunities,

In preparation of the meeting with Oakland County, Main Street Franklin drafted a number of organizational documents including: a strategic work pan, budget report and summary, a façade grant program, board member roster, annual schedule of board meetings, an MSF highlight outlining the accomplishments and overall success of the program. In January, the Main Street Board held a special meeting to discuss components of the accreditation and review documents.

The 2021 accreditation took place on February 9<sup>th</sup> at which point Main Street Franklin received accreditation at the highest Main Street Level making Franklin a "Select Community". Typically, the accreditation process will take place once every three years, however, due to MSF's frequently changing leadership, the organization has not undergone a complete accreditation evaluation in several years.



32325 Franklin Road, Franklin, Michigan 48025

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## **NOTICE OF PUBLIC HEARING**

**OAKLAND COUNTY PARKS and RECREATION TRAILWAYS and PARK  
IMPROVEMENT GRANT for the Construction of Irving Trail**

**VILLAGE OF FRANKLIN  
OAKLAND COUNTY  
MICHIGAN**

**NOTICE IS HEREBY GIVEN that the Village of Franklin will hold a public hearing on an application for an Oakland County Parks and Recreation (OCPR) Trailways and Park Improvement Grant. The Hearing will be held on February 14, 2022, at 7:00 pm to hear public comments on the OCPR Trailways and Park Improvement Grant for the construction of the Irving Trail. All interested citizens are requested to attend the hearing.**

**The hearing will be held during the regularly scheduled meeting of the Village Council on February 14, 2022, at 7:00 pm, at the Franklin Community Church located at 26425 Wellington Road, Franklin, Michigan 48025.**

**Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour notice. Contact Village Clerk, Heather Mydloski at 248-626-9666 for special services.**

**Heather Mydloski  
Village Clerk**

**Posted: January 24, 2022**

**Published: Observer Eccentric Newspaper, January 30, 2022**



32325 Franklin Road, Franklin, Michigan 48025

F: (248) 626-0538

T: (248) 626-9666

[www.franklin.mi.us](http://www.franklin.mi.us)

## MEMORANDUM

**TO:** Franklin Village Board of Trustees

**FROM:** Roger Fraser, Village Administrator

**SUBJECT:** Appointment of Village Clerk

**DATE:** February 14, 2022

As the Trustees all know our Village Clerk, Heather Mydloski, has submitted her resignation. She has graciously agreed to stay on for several more weeks to assist in the transition of a new Clerk.

The Village Charter was amended in November 2020, to change the office of Village Clerk from an elected position to an appointed position where the appointment of a new Clerk is made by the Village Council for an unspecified term, with the incumbent working under the direction of the Council and the Village Administrator. After the November 2020 election, I asked the Village Attorney's guidance regarding a residency requirement for an appointed Village Clerk. Mr. Staran presented a thorough analysis of the new charter language, the implications of remaining charter language on the selection of a new appointee and the State guidance regarding residency requirements in public employment. In summary, he found that both the specific language of the Charter as amended and the State regulations prohibiting local governments from imposing a residency requirement as a condition of public employment preclude a residency requirement for a new Village Clerk. I have shared Mr. Staran's opinion with Peter Gojcay for his consideration. Believing that a residency requirement is not relevant to the employment of a new village clerk, we proceeded with the recruitment process accordingly.

I am pleased to recommend to the Village Trustees the appointment of Dana Hughes as the new Village Clerk, effective February 28, 2022, subject to a satisfactory background check. Ms. Hughes has worked as Village Clerk for the City of Ecorse since January of 2014. She is certified as a municipal clerk, has a BBA in business administration from UofM Dearborn and has an interesting track record as a volunteer in the community in which she lives.



## Dana Hughes

Ecorse, MI 48229  
danaahughes7432\_p5p@indeedemail.com  
+1 313 330 8433

RECEIVED

JAN 14 2022

VILLAGE OF FRANKLIN, MI

Multi-skilled and resourceful City Clerk with excellent track record of delivering wide variety of high-quality clerical services and applying general administrative and departmental policies and procedures to local municipality. Possess strong expertise on agenda preparation, minutes preparation, freedom of information act management, record retention and election administration. Able to offer exceptional communication, planning, organizational, time management and problem-solving skills to improve efficiency of city government.

### Work Experience

---

#### **City Clerk**

City of Ecorse - Ecorse, MI  
January 2014 to Present

- Oversee the day-to-day functions of the City of Ecorse City Clerk's Office including the processing business license applications, performing bid openings and tabulations, managing the process of Freedom of Information Act requests, maintaining official city records and attending City Council meetings.
- Serve as the City's Chief Elections Officer by maintaining voter registration records, managing the issuance and verification of nomination forms, supervising the preparation, loading and sealing of election equipment, ballot delivery, training all personnel involved in election process and monitoring election precincts on election day.
- Maintain accurate up-to-date filing of City ordinances, agreements, resolutions and minutes of City Council, commissions and boards and certified official City documents as needed.
- Administer the City's records management function, including records retention and destruction; process claims, summons, complaints and subpoenas and notified claimants of City Council action.
- Supervise and coordinate the preparation and distribution of agendas and support materials for City Council and other meetings and attend meetings of the City Council and record minutes.

#### **CONSULTANT**

Self-Employed - Ecorse, MI  
January 2001 to December 2013

- Created database solutions to monitor grades and track progress of students.
- Utilized internet websites and databases searches to gather information, identify opportunities and contacts.
- Designed and produced promotional materials.

#### **BUSINESS SUPPORT SPECIALIST - Electronic Market Area Report Product**

R.L. Polk Company - Southfield, MI  
January 2000 to December 2001

- Tracked and reported on the progress of outstanding work requests.

- Analyzed processes of Production Support team.

### **PROJECT COORDINATOR - Information Technology & Transformation Teams**

R.L. Polk Company - Southfield, MI

January 1997 to December 2000

- Distributed over 3500 letters in the Year 2000 compliancy mailing campaign that led to a decreased need for repeat external communication while increasing customer satisfaction.

### **MARKETING INTERN - Product Development/Marketing & Sales**

Ford Motor Company - Dearborn, MI

January 1996 to December 1996

- Obtained customer requirements from key international markets for major marketing strategy report.

### **HUMAN RESOURCES INTERN - Human Resources Department**

AAA Michigan - Dearborn, MI

January 1994 to December 1994

- Managed the process of testing, evaluating and notifying applicants for the clerical and call center departments.

## Education

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### **Bachelor of Business Administration in Management**

University of Michigan - Dearborn, MI

## Skills

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- Management
- Human resources
- Administrative experience
- Project management
- Microsoft Excel
- Customer service






## Franklin – Bingham Farms Police Department

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### INTEROFFICE MEMORANDUM

**To:** Franklin Village Council  
**From:** Chief Dan Roberts   
**CC:** Administrator Roger Fraser  
**Date:** 2/1/2022  
**Re:** Purchase of New Axon Body Cameras for Officers

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Dear Council:

Provided in your Council packages is a document received from Axon Enterprise, Incorporated. Specifically, a quote for new body cameras for all Officers has been included in the Council packages. As you are aware, we have been discussing the purchase of body cameras for all our Officers for several months. Most recently, the police department prepared a Grant request to the U.S. Department of Justice (DoJ) asking them to assist with payment of the purchase of those cameras. Unfortunately, we recently learned that our Grant request was denied at this time.

In conversations with Administrator Fraser, we have decided to move forward with the purchase of body cameras for all our Officers. Within the recent past, we updated our in-car cameras and audio recording equipment using Axon Company equipment. That Axon equipment will be the backbone of our new body camera system, and the two systems will work together to provide the best audio and video coverage for our Officers.

We can use some accumulated State forfeiture funds to pay the first year cost of the equipment (\$11,926.20), and then the remaining years we will include those costs in our FY budget requests. Total cost of the new body cameras is \$47,704.80, and the majority of those costs are associated with cloud storage of the video data. Axon is providing other services free of charge, including Taser instructor training and body camera installation and use training.

Please call me if you have any questions or concerns. I look forward to answering any questions you may have during the February 14<sup>th</sup> Council meeting.





**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-368589-44592.726PH

Issued: 01/31/2022

Quote Expiration: 03/15/2022

EST Contract Start Date: 04/01/2022

Account Number: 119874

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-32311 Franklin Rd 32311 Franklin Rd Franklin, MI 48025-1199 USA	Franklin-Bingham Farms Police Department - MI 32311 Franklin Rd Franklin, MI 48025-1199 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Paige Hawk Phone: +1 4805359677 Email: phawk@axon.com Fax: (480) 535-9677	Daniel Roberts Phone: (248) 626-9672 Email: droberts@franklin.mi.us Fax: (575) 387-6600

Program Length	43 Months
<b>TOTAL COST</b>	\$47,704.80
<b>ESTIMATED TOTAL W/ TAX</b>	\$47,704.80

Bundle Savings	\$3,281.15
Additional Savings	\$3,875.00
<b>TOTAL SAVINGS</b>	\$7,156.15

PAYMENT PLAN	
PLAN NAME	INVOICE DATE
Year 1	Mar, 2022
Year 2	Sep, 2023
Year 3	Sep, 2024
Year 4	Sep, 2025
	AMOUNT DUE
	\$11,926.20
	\$11,926.20
	\$11,926.20
	\$11,926.20



## Quote Details

### Bundle Summary

Item	Description	QTY
AB3C	AB3 Camera Bundle	15
BWCamMBD TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2
BWCam TAP	Body Worn Camera TAP Bundle	15
AB3MBD	AB3 Multi Bay Dock Bundle	2
ProLicense	Pro License Bundle	5
DynamicBundle	Dynamic Bundle	1

### Bundle: AB3 Camera Bundle Quantity: 15 Start: 4/1/2022 End: 10/14/2025 Total: 10485 USD

Category	Item	Description	QTY
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	15
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	17
Camera Mount	74023	LG POCKET MOUNT, 6 IN, AXON RAPIDLOCK	1
Camera Mount	74022	SM POCKET MOUNT, 4 IN, AXON RAPIDLOCK	16

### Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 2 Start: 4/1/2022 End: 10/14/2025 Total: 2537 USD

Category	Item	Description	QTY
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2

### Bundle: Body Worn Camera TAP Bundle Quantity: 15 Start: 4/1/2022 End: 10/14/2025 Total: 18060 USD

Category	Item	Description	QTY
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	15
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	15

### Bundle: AB3 Multi Bay Dock Bundle Quantity: 2 Start: 4/1/2022 End: 10/14/2025 Total: 3077.8 USD

Category	Item	Description	QTY
Dock	74210	AXON BODY 3 - 8 BAY DOCK	2
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2



Bundle: Pro License Bundle    Quantity: 5    Start: 4/1/2022    End: 10/14/2025    Total: 8385 USD				
Category	Item	Description	QTY	
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	5	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	15	

Bundle: Dynamic Bundle    Quantity: 1    Start: 4/1/2022    End: 10/14/2025    Total: 5160 USD				
Category	Item	Description	QTY	
Other	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	3	
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	300	
Other	85144	AXON STARTER	1	

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



\_\_\_\_\_  
Signature

1/31/2022

\_\_\_\_\_  
Date Signed





32325 Franklin Road, Franklin, Michigan 48025

F: (248) 626-0538

T: (248) 626-9666

[www.franklin.mi.us](http://www.franklin.mi.us)

### PROCLAMATION

#### **Sergeant Mark Dyjewski of the Franklin Bingham Farms Police Department In Appreciation of his Public Service to the Village of Franklin**

**WHEREAS** Sergeant Mark Dyjewski has served in the capacity of Police Officer from August 27, 1996, until December 31, 2021; and,

**WHEREAS** Sergeant Mark Dyjewski was promoted to Sergeant in 2013 due to his knowledge, skills and abilities, and supervised several Officers on a daily basis; and,

**WHEREAS** Sergeant Mark Dyjewski has received many awards and formal recognitions for the performance of his duties during his tenure on the police department; and,

**WHEREAS** Sergeant Mark Dyjewski has served for many years as the evidence room manager, providing oversight of all the seized evidence from many different cases and investigations; and,

**WHEREAS** Sergeant Mark Dyjewski has maintained an impeccable reputation with the residents of the Village of Franklin with his pleasant and professional demeanor; and,

**WHEREAS** Sergeant Mark Dyjewski graduated from the Northwestern University School of Staff and Command; and,

**NOW THEREFORE BE IT RESOLVED**, on this 14<sup>th</sup> day of February 2022, that the Franklin Village Council hereby publicly recognizes, commends, and thanks Sergeant Mark Dyjewski for his service to the Village.

**BE IT FURTHER RESOLVED** that a copy of this resolution and expression of civic appreciation be presented to Sergeant Mark Dyjewski on behalf of the undersigned.

\_\_\_\_\_  
William Lamott, President

\_\_\_\_\_  
Kathrine Erlich

\_\_\_\_\_  
Mark Hanke

\_\_\_\_\_  
Edward Saenz

\_\_\_\_\_  
Michael Seltzer

\_\_\_\_\_  
Pamela Hansen



**FRANKLIN VILLAGE  
Board of Trustees**

**32325 Franklin Road, Franklin, Michigan 48025**

**R E S O L U T I O N**

WHEREAS the Village Trustees desire to proceed with the development of a pedestrian pathway (Irving Trail) in an existing pedestrian easement between Apple Tree Lane and Irving Road in the northwest corner of the Village for an estimated cost of \$66,000.00, and

WHEREAS the development of pedestrian trails is encouraged by the Franklin Village Master Plan, and

WHEREAS Oakland County Parks and Recreation has a Trailways Grant Program which can provide partial funding for the development of the Irving Trail, and

WHEREAS the grant program requires applicants to provide a local funding match of twenty-five percent (25%) of the requested grant amount as well as to certify compliance with all grant program requirements, including commitment to long-term maintenance of the trail and payment of any and all project cost overruns.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees hereby approves Village participation in the Oakland County Recreation Trailways Grant Program and authorizes a Trailways Grant application in the amount of \$49,500.00, and

IT IS FURTHER RESOLVED that the Village Trustees acknowledge and certify compliance with all grant program requirements, including a commitment to long-term maintenance of the trail and agree to pay any project cost overruns, and

IT IS FURTHER RESOLVED the Village will provide a twenty five percent (25%) match for the approved grant amount in cash, force account, federal or state funds, private funds or labor or materials donated directly to the project in the amount of \$16,500.00, and

IT IS RESOLVED the Village Administrator is authorized execute all grant related documents on behalf of the Village of Franklin.

Approved by the Franklin Village Board of Trustees this 14<sup>th</sup> Day of February, 2022.

# Application Guidance

Responses to questions in the online application should be brief, but informative. Maximum word counts are identified for each question, but do not need to be reached for a successful application.

## TAB 1: APPLICANT INFORMATION

### Project Title – Irving Trail

Please use a title that includes the applicant municipality name and a few words to describe the proposed project (i.e. “Ferndale Pathway Development,” or “Clawson City Park Playground Replacement.”)

### Name of City, Village or Township - Village of Franklin

Select applicant city, village or township from the drop-down menu.

### Primary Grant Administrator Contact Information – Roger W. Fraser, Village Administrator

This should be the person responsible for administering the grant and should be someone directly familiar with the project and able to answer questions about the project.

### Project Partners

Please describe any partners that are contributing directly or indirectly to the project, i.e. financial support, volunteer labor/services, donors of materials/supplies, etc. Please do not list project “supporters” in this section, but rather submit letters of support from these organizations in the “Uploads” section of the online application.

### Grant Type - Development Grant Program (construction)

Select the type of grant for which you are applying – Pre-Development Grant Program (design, engineering, planning, etc.) or Development Grant Program (construction).

## TAB 2: FINANCIAL INFORMATION

### Match Sources – General Funds

Please list all match sources in this section. Match can be identified as “pledged, awarded, budgeted, or pending.” Please list each source separately by adding a new row for each match source. Pending funding should include any other grants that have been applied for but not awarded at the time of submission. Applicant match sources may include:

1. **General Funds or Local Restricted Funds:** Local cash or budgeted funding from the applicant’s general fund or restricted recreation funds.
2. **Force Account Labor:** The applicant’s paid employees who will work directly on the construction of the project. This value cannot include administration or supervision costs, but may include design engineering and other professional services.
3. **Federal or State Funds:** Federal or State grant funds that have been awarded (or are pending award) for funding within the OCPR grant project period.
4. **Private or Philanthropy:** Funding that has been awarded through private donations or philanthropic organizations.
5. **Cash Donations:** Cash generated from donations, fund-raising, or other similar means.

6. **Donated Labor/Materials:** Labor or materials directly related to the construction of the project from sources other than the applicant's own paid labor. Donated labor will be valued at minimum wage, unless the person is professionally skilled in the work being performed on the project. When a professional is volunteering professional services, the wage rate this individual is normally paid for performing this service may be charged to the project. Value of donated materials must be documented. Value of donated land will not be counted as match.

### Grant Match and Project Costs – 25% Match Proposed

Please list the total project cost, the amount requested from OCP, and the local match being provided. Indicate the status of each match source using the drop-down menu to select “pledged, awarded, budgeted, or pending.”

#### Trailways Grant Program

- Development Grants - 25% match required. Grants range from \$5,000 - \$200,000 (for example, for a \$200,000 project, a minimum of \$50,000 must be provided by the applicant).

### Project Budget - \$66,000 total - \$49.5k grant and \$16.5 k match

Using the form in the online application, please provide a project budget. To add additional scope items, click the plus sign to add additional rows. Please round to the nearest dollar. Grantees are responsible for all cost overruns or any additional costs needed to complete the project that are not identified in the submitted project budget. See Eligibility section for a list of ineligible expenses.

## TAB 3: PROJECT DETAILS

### Project Description

This section contains five individual questions to provide detail on the project.

1. Describe the physical location of the proposed project and ownership of the property. Describe any nearby features or amenities that may impact the project or benefit from the project. (250 word max)

The Irving trail is proposed in existing undeveloped platted public right of way of Irving Road of Franklin Village Subdivision. The road was abandoned by the Village but the Village of Franklin retained easement rights. The proposed trail will extend from the end of the pavement on Apple Tree Lane, east of Colony Hill Drive, to the cul-de-sac at the end of Irving Road to the southeast.

There is an unimproved “goat path” already established. Residents currently use this area as a cut thru to access the adjacent subdivisions.

2. Describe the project design and why it was chosen. (250 word max)

This project was chosen because the unimproved path is already established. Residents currently use this area as a cut thru to access the adjacent subdivisions and have been requesting this trail for quite a while.

Trail will be a 10 foot wide non-motorized gravel trail constructed of 10 inches of gravel. This area has dense trees and organics soils are presumed to exist. Tree removal, grading, geogrid will be needed.

Provide a relevant history/background information (including any environmental concerns that have been identified on the project property and how you plan to address them). (250 word max) Trees, organic soils, and surface drainage are the only environment concerns. The trail will be located such that it will

minimize impacts to the trees. Organic soils below trail will need to be removed. Geogrid will be placed as needed to provide stability for the trail. Surface drainage will be maintained. Culverts will be installed to prevent standing water.

3. Describe the community need for the project – describe how you are proposing to meet an existing identified need and not duplicating services. Describe anticipated community impact and usage. (250 word max)

Village roads lack sidewalks so residents travel on interior local roads. Constructing sidewalks on main roads as well as completing gaps is a goal of the Village. The trail connects subdivisions located within the square mile between 13 and 14 Mile Roads and Inkster and Franklin Roads. Currently, the west half is not connect to the east half. This trail will provide connectivity for the entire square mile for over 300 homes.

#### **Project Identification in Planning Documents (100 word max)**

Indicate where and how this project is addressed in relevant community planning documents, which may include: 5 Year Parks and Recreation Master Plan, Capital Improvement Plan, Park Master Plan, Capital Improvement Plan, Community Master Plan, Complete Streets Plan, Trailway Master Plan, Pathway Plan, etc. Please include a link or directions to where the documents can be found online. If not available online, please include relevant pages of the document as an upload in the uploads section of this application.

Village of Franklin Master plan Goal 10 p 1-10 Objectives: 1. Create a network of safe routes for pedestrians and cyclists to move around the Village.

Non – motorized Transportation P9-7 & 8 “ ... some of these cul-de-sacs might be connected to one another to provide better access within the Village for all types of local users; connecting cul-de-sacs to each other or to major roads with non-motorized trails could be effective ....”

P 10-5 Implementation task - Construct pathways throughout the Village and safe pedestrian crossings along major roads in the Village.

[https://www.franklin.mi.us/document\\_center/Government/Planning%20Commission/MasterPlan.pdf](https://www.franklin.mi.us/document_center/Government/Planning%20Commission/MasterPlan.pdf)

#### **Public Engagement/Support (250 word max)**

Applicants must hold at least one public meeting (advertised in a manner that would satisfy the Michigan Open Meetings Act) to receive public input about the project. This can be a regularly scheduled board/commission meeting or a separate stakeholder or public input meeting. Support for the project will need to be demonstrated in the application. Include a summary of all relevant public engagement regarding the proposed project.

Residents have been working the Village Council members to encourage the construction of trails that will close gaps and provide connections to existing trails. The trail was discussed at least three council meetings October 11, 2021, November 08, 2022 and December 12, The agendas are published prior to the meetings so all residents are encouraged to attend and public comment.

#### **Sustainability (250 word max)**

Projects that consider sustainability in their design and construction will receive more points than those that do not. Sustainable design/construction creates products and services that have considered the environmental, social, and economic impacts from the initial phase throughout the design life. Examples of sustainable design principles include, but are not limited to, low-impact materials, energy efficiency, reuse and recycling, durability, water conservation, etc.

Sustainability was considered by maintaining current drainage patterns of the surface water and not creating

pockets of standing water. Trees will have to be removed; however, due care will be used to minimize impact and removal of trees.

### Long-Term Maintenance (100 word max)

Development projects funded by OCPR must be maintained and open to the public for a minimum of 15 years from OCPR approval of final report. Describe how the project will be maintained long-term, including any equipment or staffing needs and how they will be addressed.

The trail will require minimal maintenance. Minimal grading and tree trimming maybe required on occasion. The trail will be maintained by current Village staff.

### ADA Compliance/Universal Accessibility(250 word max)

Projects must, at a minimum, meet accessibility requirements of the [ADA – 2010 ADA Design Standards](#). Projects not covered under the ADA should follow the [US Access Board Outdoor Developed Areas Accessibility Guidelines](#). Indicate whether you consulted with anyone in the disability community for review of the design of the project or of specific scope items that relate to accessibility. Upload a letter or meeting minutes which specifies their recommendations, if any, on how the project can meet or exceed ADA requirements. Letters from consultants or equipment representatives will not be considered as input from an advocate of the disability community. Additional points will be awarded for projects that incorporate Universal Design principles. Describe how the proposed project will be ADA compliant and list any project components that incorporate principles of Universal Design. Include any relevant and applicable design drawings, specifications, etc. in the “Uploads” section of this application. ([The National Disability Authority has an excellent summary of the 7 Principles of Universal Design](#)).

The trail will be designed to be ADA compliant including but not limited to surface, cross slope, and running slope. The trail width is proposed at 10 feet wide so adequate passing space will be available. Protruding objects shall be removed to a height of 10 feet. The design will comply with all ADA requires set forth in 2010 ADA Design Standards and the US Access Board Outdoor Developed Areas Accessibility Guidelines.

### Project Dates

Costs incurred for a project prior to the date the grant agreement is executed will not be eligible for reimbursement. The grant period for pre-development projects is one year from the date the grant agreement is executed. The grant period for development projects is three years from the date the grant agreement is executed. Grant monies not used during the grant period (including any extensions granted) will be forfeited and allocated funds will be returned to the OCPR’s grant fund. Grant period extensions due to extenuating circumstances may be requested, in writing, by grantees prior to the end of an identified grant period. Extensions will be granted at the discretion of OCPR grant management staff (OCPR Planning).

### Construction in July of 2022

### Site Control

Select the type of site control the applicant has over the site where the project is to be completed. Site control may be fee-simple, less-than-fee-simple, lease, easement, or other control. – The Village of Franklin is the easement holder for this path property.

Select whether or not the park or facility has any required entrance fees – annual, daily, non-resident, etc. – No fees- The trail is available for use by all

### Ease of Access

Select the ways in which people can access the site – automobile only, bicycle on-street, dedicated bike lane,

---

sidewalk, nearby bus stop (within ¼ mile). – The non-motorized trail will be accessible for cyclists and pedestrians

**Certified Resolution – forth coming. Draft Resolution for February 14, 2022 attached.**

A certified copy of a resolution from the applicant's governing body (city council, village council, township board) must be uploaded in the "Uploads" section of the online grant application (see Appendix A: Sample Resolution). This resolution shall state and include the following: (1) approval of the Community's participation in the Program, (2) authorization of the application for the Program, (3) designation of the person authorized to sign on the Community's behalf, and (4) certification of the Community's compliance with the Program's requirements, including commitment to long-term maintenance and to all project cost overruns.

**Final Report & Reimbursement - Understood**

The OCPR Trailways and Park Improvements Grant Programs are reimbursement grants. If awarded a grant, the community will have an opportunity to request reimbursement on a quarterly basis. A final report will need to be submitted and approved by OCPR grant management staff prior to the release of the final 20% of grant funds.

**Uploads Required:**

- Project Location Map: The applicant must submit a map with the project location and public parking location. The applicant can submit multiple maps combined into a single PDF or up to 3 JPEG. 0 - Attached
- Project Site Plan/Map: The applicant must submit a map or site plan that shows the detailed locations of the project scope items to be funded by the grant, i.e., proposed playground location, proposed trail route, etc. This map or site plan does not need to be a professional site plan. - Attached

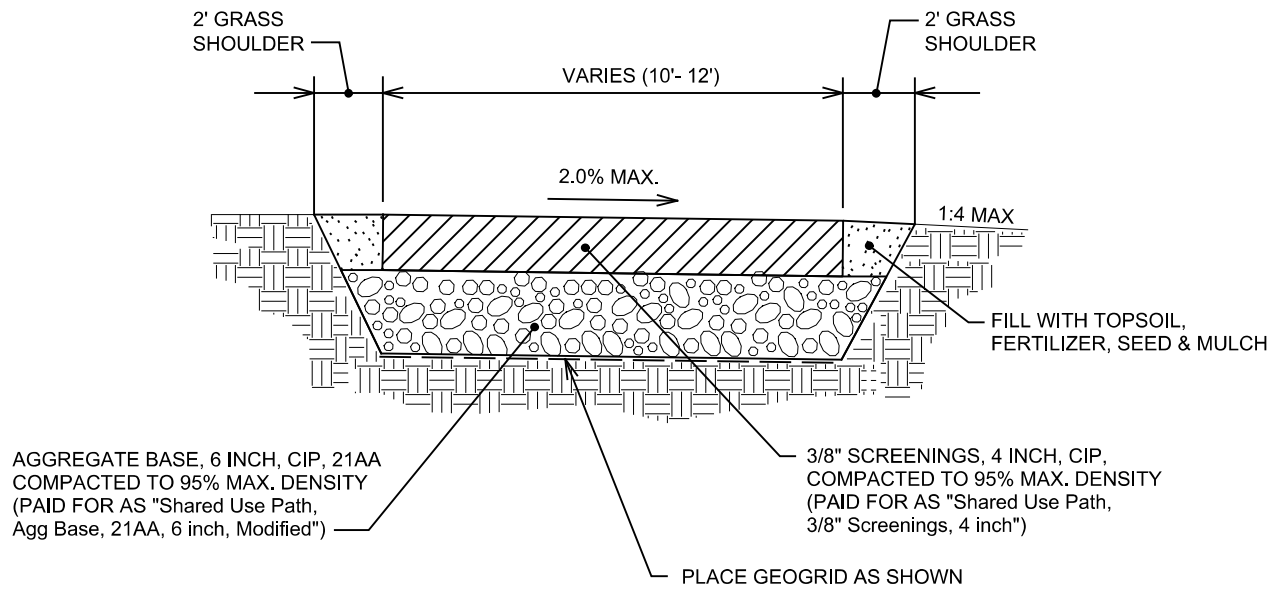
**Certified Resolution - – forth coming. Draft Resolution for February 14, 2022 attached.**

- A certified copy of a resolution from the applicant's governing body (city council, village council

**Optional:**

- Letters of Support (submit as one combined PDF or up to 3 JPEG) - Attached
- Design drawings/specifications (submit as one combined PDF or up to 3 JPEG) Attached
- Photographs with captions that indicate the relevant content of the photo (submit as one combined PDF or up to 3 JPEG)
- Other





### TYPICAL CROSS SECTION SHARED USE PATH

NOT TO SCALE



JOB NO. 20210295	 <b>HUBBELL, ROTH &amp; CLARK, INC</b> CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE 11/08/2021		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: <a href="http://www.hrcengr.com">http:// www.hrcengr.com</a>		<div style="font-size: 2em;">2</div> OF 2





32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

January 10, 2022

Oakland County Parks and Recreation Commission  
2800 Watkins Lake Road  
Waterford, Michigan 48328

Subject: OCPD Grant Program - Trailways Grant Program

Dear Commissioners,

The Village of Franklin is enthused for the submittal to the Oakland County Parks and Recreation Commission (OCPD) Grant Program - Trailways Grant Program for the development of the Apple Tree/ Irving trail. Residents have been requesting construction of this trail for a long time. This trail will provide increased connectivity as it will be built between two existing paths.

Please accept this letter as a demonstration of support until the formal resolution is passed by Village Council. Our first council meeting of 2022 is February 14, 2022. The resolution is on the agenda and the signed resolution will be submitted as soon as possible after Council approval.

This grant will provide for development of a highly requested and anticipated trail. We appreciate your efforts and the opportunity to submit for this funding.

Sincerely,

Roger W. Fraser  
Village Administrator  
Village of Franklin  
32325 Franklin Road  
Franklin, Michigan 48025  
rfraser@franklin.mi.us



**FRANKLIN VILLAGE  
Board of Trustees**

**32325 Franklin Road, Franklin, Michigan 48025**

**R E S O L U T I O N**

WHEREAS the Village Trustees desire to proceed with the development of a pedestrian pathway (Irving Trail) in an existing pedestrian easement between Apple Tree Lane and Irving Road in the northwest corner of the Village for an estimated cost of \$66,000.00, and

WHEREAS the development of pedestrian trails is encouraged by the Franklin Village Master Plan, and

WHEREAS Oakland County Parks and Recreation has a Trailways Grant Program which can provide partial funding for the development of the Irving Trail, and

WHEREAS the grant program requires applicants to provide a local funding match of twenty-five percent (25%) of the requested grant amount as well as to certify compliance with all grant program requirements, including commitment to long-term maintenance of the trail and payment of any and all project cost overruns.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees hereby approves Village participation in the Oakland County Recreation Trailways Grant Program and authorizes a Trailways Grant application in the amount of \$ 49,500.00, and

IT IS FURTHER RESOLVED that the Village Trustees acknowledge and certify compliance with all grant program requirements, including a commitment to long-term maintenance of the trail and agree to pay any project cost overruns, and

IT IS FURTHER RESOLVED the Village will provide a twenty five percent (25%) match for the approved grant amount in cash, force account, federal or state funds, private funds or labor or materials donated directly to the project in the amount of \$16,500.00, and

IT IS RESOLVED the Village Administrator is authorized execute all grant related documents on behalf of the Village of Franklin.

Approved by the Franklin Village Board of Trustees this 14<sup>th</sup> Day of February, 2022.



# Irving Trail aerial



**Proposed Irving Trail**  
 Parking and access on  
 Irving Rd, Colony Hill, and  
 Apple Tree Lane

- 2 Foot Contours
- 5 Foot Contours
- FEMA Base Flood Elevations
- FEMA Cross Sections
- 100 yr - FEMA Floodplain
- 100 yr (detailed) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



**David Coulter**  
 Oakland County Executive

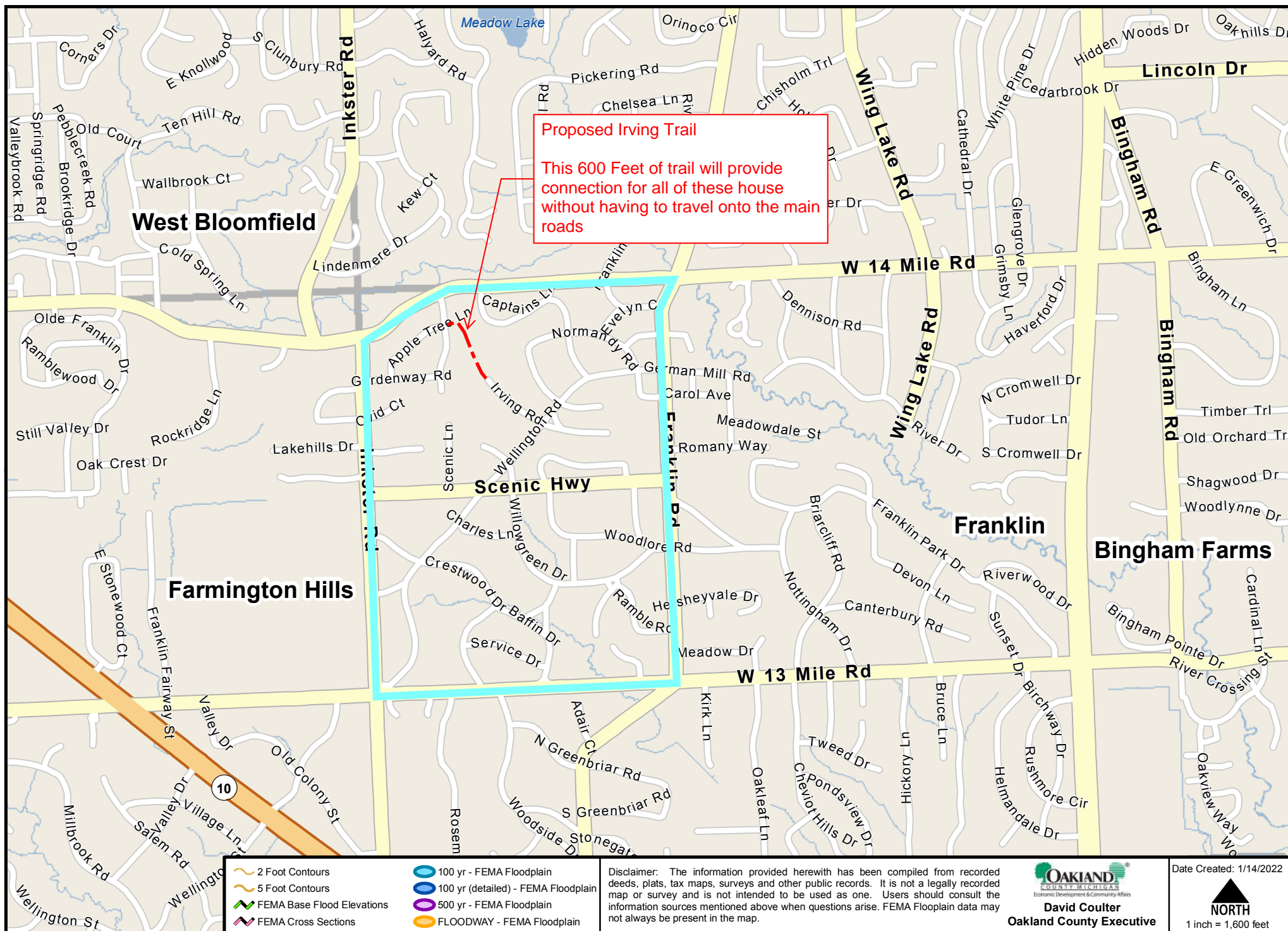
Date Created: 1/14/2022



1 inch = 200 feet



## Irving Trail Location Map











32325 Franklin Road, Franklin, Michigan 48025

FAX: (248) 626-0538

(248) 626-9666

January 10, 2022

Oakland County Parks and Recreation Commission  
2800 Watkins Lake Road  
Waterford, Michigan 48328

Subject: OCPD Grant Program - Trailways Grant Program

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This grant will provide for development of a highly requested and anticipated trail. We appreciate your efforts and the opportunity to submit for this funding.

Sincerely,

Roger W. Fraser  
Village Administrator  
Village of Franklin  
32325 Franklin Road  
Franklin, Michigan 48025  
rfraser@franklin.mi.us

**VILLAGE OF FRANKLIN  
Oakland County, Michigan**

**AUDITED FINANCIAL REPORT**

**For the Fiscal Year Ended  
June 30, 2021**

VILLAGE OF FRANKLIN  
For the Year Ended June 30, 2021  
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## FINANCIAL SECTION

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Independent Auditor's Report

December 21, 2021

To the Members of the Village Council  
Village of Franklin, Michigan

***Report on the Financial Statements***

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Franklin, Michigan, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Franklin, Michigan, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the defined benefit pension plan trend information, and the budgetary comparison information, as identified in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Franklin, Michigan's basic financial statements as a whole. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling information directly to underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Respectfully,

A handwritten signature in black ink, appearing to read "PSLZ PLLC", is written above the printed name.

PSLZ PLLC  
Certified Public Accountants

## **Management's Discussion and Analysis**

### **Overview of the Financial Statements**

The Village's annual report consists of management's discussion and analysis, government-wide financial statements, fund financial statements, notes to the financial statements, required supplemental information, and other supplemental information.

The government-wide financial statements are designed to provide a broad overview of the Village's finances. The government-wide financial statements are presented on a full accrual basis, with an emphasis on measuring all economic resources and not just current financial resources, as measured in the individual fund statements. Two government-wide statements are provided.

The statement of net position, presents information on all of the Village's assets and liabilities with the difference shown as net position. Increases or decreases of net position from period to period provide useful information on the direction of the Village's financial position over time.

The statement of activities provides information on how the government-wide net position changed during the fiscal year. This statement provides information on income, expenses, and other increases or decreases in net position.

Following the government-wide statements, individual fund financial statements are provided for the Village's major funds with one column provided for nonmajor funds. These statements are grouped into governmental funds, which account for the cost of providing governmental-type services such as public safety and public works; business-type funds, which account for functions that are intended to recover all or a significant portion of their costs through user fees and charges, and fiduciary funds, which account for assets held for outside parties.

Reconciliation between the individual fund statements and the government-wide financial statements is provided following the individual fund statements. The differences between the statement of net position and the fund-based balance sheet are primarily related to inclusion of capital assets and long-term liabilities in the government-wide statement of net position, which are not included in the fund-based balance sheet. The differences between the statement of activities and the statement of revenues, expenditures, and changes in fund balances primarily relate to the timing of reporting capital outlays and debt principal payments in the fund statements and a difference in the timing of the recognition of certain revenues and expenditures such as debt principal payments, and accrued employee leave time.

## **Government-wide Financial Analysis**

Net position may serve over time as a useful indicator of a government's financial position. In the case of the Village of Franklin, assets exceeded liabilities by \$10,907,691 at the close of the most recent fiscal year.

The following table shows in a condensed format, the net position of the Village's governmental activities as of June 30, 2021:

Village of Franklin's Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Current and other assets	\$ 4,216,038	\$ 5,712,107	\$ 768,338	\$ 835,446	\$ 4,984,376	\$ 6,547,553
Capital Assets	16,243,733	15,057,361	6,650,926	6,882,046	22,894,659	21,939,407
Total Assets	20,459,771	20,769,468	7,419,264	7,717,492	27,879,035	28,486,960
Deferred Outflows	574,972	428,020	-	-	574,972	428,020
Current liabilities	584,551	288,368	51,281	53,795	635,832	342,163
Long Term Debt Outstanding	15,162,417	16,120,818	1,185,000	1,370,000	16,347,417	17,490,818
Total Liabilities	15,746,968	16,409,186	1,236,281	1,423,795	16,983,249	17,832,981
Deferred Inflows	563,067	288,018	-	-	563,067	288,018
Net Position:						
Net Investment in capital assets	5,845,735	5,551,370	5,465,926	5,512,046	11,311,661	11,063,416
Restricted	1,440,159	3,761,342	503,207	513,713	1,943,366	4,275,055
Unrestricted (Deficit)	(2,561,186)	(4,812,428)	213,850	267,938	(2,347,336)	(4,544,490)
Total Net Position	\$ 4,724,708	\$ 4,500,284	\$ 6,182,983	\$ 6,293,697	\$ 10,907,691	\$ 10,793,981

A portion of the Village's net position reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The Village of Franklin used these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. An additional portion of the Village's net position, \$1,943,366, represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position* (\$2,347,336) includes \$3,793,827 of net pension liability and other post employment benefit liabilities.

The following table shows the changes of the net position during the year ended June 30, 2021:

Village of Franklin - Change in Net Position

	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Revenues:						
Program Revenues:						
Charges for Services	\$ 1,175,276	\$ 999,967	\$ 1,043,760	\$ 1,152,832	\$ 2,219,036	\$ 2,152,799
Operating Grants & Contrib.	455,094	432,014	-	-	455,094	432,014
Capital Grants & Contrib.	60,892	53,597	-	112,559	60,892	166,156
General Revenues:						
Property Taxes	2,973,416	2,998,002	-	-	2,973,416	2,998,002
State Revenue Sharing	230,994	358,779	-	-	230,994	358,779
Investment Earnings	18,899	88,109	4,659	10,095	23,558	98,204
Franchise Fees	106,457	108,501	-	-	106,457	108,501
Total Revenues	5,021,028	5,038,969	1,048,419	1,275,486	6,069,447	6,314,455
Expenses:						
General Government	675,626	557,356	-	-	675,626	557,356
Public Safety	2,325,387	2,034,890	-	-	2,325,387	2,034,890
Public Works	1,218,662	1,116,443	-	-	1,218,662	1,116,443
Community Development	29,660	18,269	-	-	29,660	18,269
Recreation and Cultural	220,564	216,548	-	-	220,564	216,548
Sewer	-	-	1,159,133	1,197,323	1,159,133	1,197,323
Interest on Long-Term Debt	326,705	346,580	-	-	326,705	346,580
Total Expenses	4,796,604	4,290,086	1,159,133	1,197,323	5,955,737	5,487,409
Change in Net Position	\$ 224,424	\$ 748,883	\$ (110,714)	\$ 78,163	\$ 113,710	\$ 827,046

The Village had an increase of \$224,424 in net position in its governmental activities for the fiscal year ended June 30, 2021, compared to a \$748,883 increase for the fiscal year ended June 30, 2020.

### **Business-type Activities**

The Village's business-type activities consist of the Pressure Sewer Fund. The sewer system is administered by the Oakland County Water Resources Commission.

### **Governmental Funds**

Of the Village's governmental funds, the General, Major and Local Streets, Building Department Fund, 2017 Debt Fund, and Road Construction Fund account for all significant expenditures.

General Fund expenditures exceeded revenues in fiscal year 2021 by \$68,071, as compared to revenues exceeded expenditures in fiscal year 2020 by \$207,503.

### **General Fund Budgetary Highlights**

The General Fund original budgeted revenues and expenditures for fiscal year 2021 were unchanged for the final budgeted amounts. The General Fund expenditures came in \$27,722 over budget at fiscal year end.

### **Capital Assets**

During fiscal year 2021, capital assets reflect the primarily the 2017 road improvement project (\$1,845,092), which commenced in fiscal year 2017 and continued into the current fiscal year.

### **Long-term Debt**

At the end of the current fiscal year, the Village had total general obligation bond debt outstanding of \$10,995,000. The Village's total bonded debt decreased by \$710,000 during the current fiscal year as a result of annual debt payments made.

### **Economic Factors**

New home development in the Village principally has been limited to the new homes built on lots after demolishing existing homes. Residential additions and improvements have also added to the tax base. Home sales activity has uncapped the values of properties which also has had a small positive impact on tax revenues. Oakland County has projected that assessed property values on existing homes in Franklin Village will continue their ascent, and taxable values on those homes will also increase. In November 2016, the electorate approved a millage to fund a \$15 million Village road improvement project. The completion of the road project and streetscape will bring all local roads to a good to very good rating. This investment in infrastructure will further support the positive growth in property values.



### **Contacting the Village's Financial Management**

This audit of the revenues and expenditures of the Village is designed to depict the financial health of the Village and demonstrate the uses of Village resources. The audit also provides financial information to the Village's investors and creditors. If you have any questions about this report contact the Village Office at the Village of Franklin, 32325 Franklin Road, Franklin, Michigan 48025.

## BASIC FINANCIAL STATEMENTS

**VILLAGE OF FRANKLIN**  
**Statement of Net Position**  
**June 30, 2021**

	<b><u>Governmental Activities</u></b>	<b><u>Business-type Activities</u></b>	<b><u>Total</u></b>
<b><u>ASSETS</u></b>			
Cash and Cash Equivalents	\$ 3,983,574	\$ 1,587	\$ 3,985,161
Receivables (net of allowance for uncollectibles)	73,595	-	73,595
Due from Other Governmental Units	126,510	766,751	893,261
Due from Other Funds	15,005	-	15,005
Prepaid Expenses	17,354	-	17,354
Capital Assets (net of accumulated depreciation)	16,243,733	6,650,926	22,894,659
Total Assets	<u>20,459,771</u>	<u>7,419,264</u>	<u>27,879,035</u>
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>			
Deferred outflows related to pensions	<u>574,972</u>	<u>-</u>	<u>574,972</u>
<b><u>LIABILITIES</u></b>			
Accounts Payable	281,531	46,157	327,688
Accrued Liabilities	147,040	-	147,040
Due to Other Funds	-	5,124	5,124
Deposits Payable	155,980	-	155,980
Noncurrent Liabilities:			
Net Pension Liability	3,900,162	-	3,900,162
Other Post Employment Benefit Liability	153,283	-	153,283
Compensated Absences	113,972	-	113,972
Due within one year	755,000	185,000	940,000
Due in more than one year	10,240,000	1,000,000	11,240,000
Total Liabilities	<u>15,746,968</u>	<u>1,236,281</u>	<u>16,983,249</u>
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>			
Deferred inflows related to pensions	315,354	-	315,354
Unamortized bond premium	247,713	-	247,713
	<u>563,067</u>	<u>-</u>	<u>563,067</u>
<b><u>NET POSITION</u></b>			
Net Investment in Capital Assets	5,845,735	5,465,926	11,311,661
Restricted	1,440,159	503,207	1,943,366
Unrestricted (Deficit)	(2,561,186)	213,850	(2,347,336)
Total Net Position	<u>\$ 4,724,708</u>	<u>\$ 6,182,983</u>	<u>\$ 10,907,691</u>

**VILLAGE OF FRANKLIN**  
**Statement of Activities**  
**For the Year Ended June 30, 2021**

		Program Revenues		
		Charges for	Operating	Capital
	Expenses	Services	Grants and	Grants and
			Contributions	Contributions
<b><u>Functions/Programs</u></b>				
<b>Primary Government:</b>				
Governmental Activities:				
General Government	\$ 675,626	\$ 26,851	\$ 1,556	\$ 25,928
Public Safety	2,325,387	1,144,504	19,102	34,964
Public Works	1,218,662	3,921	434,436	-
Community Development	29,660	-	-	-
Recreation and Cultural	220,564	-	-	-
Interest on Long-Term Debt	326,705	-	-	-
Total Governmental Activities	<u>4,796,604</u>	<u>1,175,276</u>	<u>455,094</u>	<u>60,892</u>
Business-type Activities:				
Pressure Sewer	<u>1,159,133</u>	<u>1,043,760</u>	<u>-</u>	<u>-</u>
Total Primary Government	\$ <u>5,955,737</u>	\$ <u>2,219,036</u>	\$ <u>455,094</u>	\$ <u>60,892</u>

General Revenues:  
Property Taxes  
State Shared Revenue  
Cable Franchise Fees  
Unrestricted Investment Earnings  
Total General Revenues

Change in Net Position  
Net Position - Beginning

Net Position - Ending

Governmental Activities	Business-type Activities	Total
----------------------------	-----------------------------	-------

2,973,416	-	2,973,416
230,994	-	230,994
106,457	-	106,457
18,899	4,659	23,558
<u>3,329,766</u>	<u>4,659</u>	<u>3,334,425</u>
224,424	(110,714)	113,710
<u>4,500,284</u>	<u>6,293,697</u>	<u>10,793,981</u>
\$ <u>4,724,708</u>	\$ <u>6,182,983</u>	\$ <u>10,907,691</u>

**VILLAGE OF FRANKLIN**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2021**

	<u>General</u>	<u>Police</u>	<u>Major Street</u>	<u>Local Street</u>
<b><u>ASSETS</u></b>				
Cash and Cash Equivalents	\$ 1,509,107	\$ 118,642	\$ 284,550	\$ 272,362
Receivables (net of allowance for uncollectibles)	63,997	3,330	-	-
Due from State	57,678	-	41,907	26,925
Due from Other Funds	18,244	-	192,209	-
Prepaid Expenditures	17,354	-	-	-
Total Assets	\$ <u>1,666,380</u>	\$ <u>121,972</u>	\$ <u>518,666</u>	\$ <u>299,287</u>
<b><u>LIABILITIES AND FUND BALANCE</u></b>				
Liabilities:				
Accounts Payable	\$ 61,486	\$ 68,050	\$ 122,623	\$ 12,179
Accrued and Other Liabilities	10,568	32,750	100,000	-
Due to Other Funds	-	-	1,478	-
Deposits Payable	-	-	-	-
Total Liabilities	<u>72,054</u>	<u>100,800</u>	<u>224,101</u>	<u>12,179</u>
Fund Balances:				
Nonspendable-Prepays	17,354	-	-	-
Restricted for:				
Police Equipment	-	21,172	-	-
Streets	-	-	294,565	287,108
Debt	-	-	-	-
Building Department	-	-	-	-
Rubbish Collection	-	-	-	-
Fire	-	-	-	-
Library	-	-	-	-
Street Capital Projects	-	-	-	-
Unassigned	1,576,972	-	-	-
Total Fund Balance	<u>1,594,326</u>	<u>21,172</u>	<u>294,565</u>	<u>287,108</u>
Total Liabilities and Fund Balance	\$ <u>1,666,380</u>	\$ <u>121,972</u>	\$ <u>518,666</u>	\$ <u>299,287</u>

Amounts reported for governmental activities in the statement of net position  
are different because:

Capital Assets used in governmental activities are not financial resources  
and, therefore, are not reported in the funds.

Deferred amount on bonds

Deferred amounts related to pensions

Net Pension Liabilities are not reported in the funds

Other Post Employment Benefit Liability

Long-term liabilities, including bonds payable, are not due and payable  
in the current period and therefore are not reported in the funds.

Net Position of Governmental Activities

<u>Building Department</u>	<u>2017 Bonds Debt Service</u>	<u>Road Construction</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ 756,456	\$ 118,615	\$ 794,626	\$ 129,216	\$ 3,983,574
3,418	-	-	2,850	73,595
-	-	-	-	126,510
-	7,605	-	590	218,648
-	-	-	-	17,354
<u>\$ 759,874</u>	<u>\$ 126,220</u>	<u>\$ 794,626</u>	<u>\$ 132,656</u>	<u>\$ 4,419,681</u>

\$ 8,388	\$ -	\$ 5,415	\$ 3,390	\$ 281,531
3,722	-	-	-	147,040
-	-	192,209	9,956	203,643
155,980	-	-	-	155,980
<u>168,090</u>	<u>-</u>	<u>197,624</u>	<u>13,346</u>	<u>788,194</u>

-	-	-	-	17,354
-	-	-	-	21,172
-	-	-	-	581,673
-	126,220	-	-	126,220
591,784	-	-	-	591,784
-	-	-	71,927	71,927
-	-	-	46,793	46,793
-	-	-	590	590
-	-	597,002	-	597,002
-	-	-	-	1,576,972
<u>591,784</u>	<u>126,220</u>	<u>597,002</u>	<u>119,310</u>	<u>3,631,487</u>
<u>\$ 759,874</u>	<u>\$ 126,220</u>	<u>\$ 794,626</u>	<u>\$ 132,656</u>	

16,243,733  
(247,713)  
259,618  
(3,900,162)  
(153,283)

(11,108,972)

\$ 4,724,708

**VILLAGE OF FRANKLIN**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**Governmental Funds**  
**For the Year Ended June 30, 2021**

	<u>General</u>	<u>Police</u>	<u>Major Street</u>	<u>Local Street</u>
<b><u>Revenues</u></b>				
Property Taxes	\$ 1,115,620	\$ -	\$ -	\$ -
Licenses and Permits	1,427	-	-	-
Intergovernmental:				
Federal, State and Local	231,678	19,102	255,941	178,495
Grants	25,928	-	-	-
Charges for Services	12,625	524,724	-	-
Fines and Forfeitures	-	59,208	-	-
Special Assessments	-	340,210	-	-
Interest	4,948	159	7,698	-
Other	119,786	8,158	965	-
Total Revenues	<u>1,512,012</u>	<u>951,561</u>	<u>264,604</u>	<u>178,495</u>
<b><u>Expenditures</u></b>				
Current:				
General Government	540,578	-	-	-
Public Safety	-	1,830,846	-	-
Public Works	-	-	122,554	131,594
Community Development	29,660	-	-	-
Recreation and Cultural	-	-	-	-
Other Functions	103,081	-	-	-
Debt Service:				
Principal	-	-	-	-
Interest and Other Charges	-	-	-	-
Capital Outlay	8,447	47,267	491,146	465,840
Total Expenditures	<u>681,766</u>	<u>1,878,113</u>	<u>613,700</u>	<u>597,434</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>830,246</u>	<u>(926,552)</u>	<u>(349,096)</u>	<u>(418,939)</u>
<b><u>Other Financing Sources (Uses)</u></b>				
Transfers In	-	893,738	-	-
Transfers Out	<u>(898,317)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>(898,317)</u>	<u>893,738</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	(68,071)	(32,814)	(349,096)	(418,939)
Fund Balance - Beginning	<u>1,662,397</u>	<u>53,986</u>	<u>643,661</u>	<u>706,047</u>
Fund Balance - Ending	<u>\$ 1,594,326</u>	<u>\$ 21,172</u>	<u>\$ 294,565</u>	<u>\$ 287,108</u>



<u>Building Department</u>	<u>2017 Bonds Debt Service</u>	<u>Road Construction</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ -	\$ 1,059,125	\$ -	\$ 798,671	\$ 2,973,416
194,933	-	-	2,540	198,900
-	664	-	498	686,378
-	-	-	-	25,928
51,795	-	-	36	589,180
-	-	-	-	59,208
-	-	-	-	340,210
-	2,085	3,983	26	18,899
-	-	-	-	128,909
<u>246,728</u>	<u>1,061,874</u>	<u>3,983</u>	<u>801,771</u>	<u>5,021,028</u>
-	-	-	-	540,578
144,710	-	-	415,289	2,390,845
-	-	-	200,264	454,412
-	-	-	-	29,660
-	-	-	220,564	220,564
-	-	-	-	103,081
-	710,000	-	-	710,000
-	349,225	-	-	349,225
-	-	1,002,215	-	2,014,915
<u>144,710</u>	<u>1,059,225</u>	<u>1,002,215</u>	<u>836,117</u>	<u>6,813,280</u>
<u>102,018</u>	<u>2,649</u>	<u>(998,232)</u>	<u>(34,346)</u>	<u>(1,792,252)</u>
-	26	-	4,553	898,317
-	-	-	-	(898,317)
-	26	-	4,553	-
102,018	2,675	(998,232)	(29,793)	(1,792,252)
<u>489,766</u>	<u>123,545</u>	<u>1,595,234</u>	<u>149,103</u>	<u>5,423,739</u>
\$ <u><u>591,784</u></u>	\$ <u><u>126,220</u></u>	\$ <u><u>597,002</u></u>	\$ <u><u>119,310</u></u>	\$ <u><u>3,631,487</u></u>

**VILLAGE OF FRANKLIN**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**of Governmental Funds to the Statement of Activities**  
**For the Year Ended June 30, 2021**

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - total governmental funds	\$ (1,792,252)
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Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation in the current period.

Capital Outlay	2,014,915
Capital Outlay under threshold	(22,467)
Depreciation Expense	(806,076)

Change in Net Pension Liability	(101,857)
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Change in Other Post Employment Benefit Liability	227,268
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The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. Also, governmental funds report the effect of issuance costs, premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

Principal Repayments	710,000
Bond Refunding Amortization	22,520
Increase in Compensated Absences	<u>(27,627)</u>

Change in net position in governmental activities	\$ <u><u>224,424</u></u>
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**VILLAGE OF FRANKLIN**  
**Statement of Net Position**  
**Proprietary Fund**  
**June 30, 2021**

	<b><u>Enterprise Fund</u></b>
	<b><u>Pressure</u></b>
	<b><u>Sewer Fund</u></b>
 <b><u>ASSETS</u></b>	
Current Assets:	
Cash and Cash Equivalents	\$ 1,587
Due from Other Governments	766,751
Total Current Assets	<u>768,338</u>
Capital Assets	11,630,384
Less: Accumulated Depreciation	<u>(4,979,458)</u>
Net Capital Assets	<u>6,650,926</u>
Total Assets	\$ <u><u>7,419,264</u></u>
 <b><u>LIABILITIES AND NET POSITION</u></b>	
Current Liabilities:	
Accounts Payable	\$ 46,157
Due to Other Funds	5,124
Current Portion of Long-term Debt	<u>185,000</u>
Total Current Liabilities	<u>236,281</u>
Long-Term Liabilities:	
General Obligation Bonds Payable	<u>1,000,000</u>
Total Liabilities	<u>1,236,281</u>
Net Position:	
Net Investment in Capital Assets	5,465,926
Restricted for Improvements	503,207
Unrestricted	<u>213,850</u>
Total Net Position	<u>6,182,983</u>
Total Liabilities and Net Position	\$ <u><u>7,419,264</u></u>

**VILLAGE OF FRANKLIN**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Fund**  
**For the Year Ended June 30, 2021**

	<b><u>Enterprise Fund</u></b>
	<b><u>Pressure</u></b>
	<b><u>Sewer Fund</u></b>
<b><u>Operating Revenues:</u></b>	
Sewage Disposal Charges	\$ 840,596
Miscellaneous	250
Total Operating Revenues	<u>840,846</u>
<b><u>Operating Expenses:</u></b>	
Sewage Treatment	242,737
Inspections	6,743
General and Administrative	74,771
System Control	79,121
System Maintenance and Engineering	4,406
Pump Station Maintenance	486,697
Depreciation and Amortization	231,120
Professional Fees	1,183
Total Operating Expenses	<u>1,126,778</u>
Operating Income (Loss)	<u>(285,932)</u>
<b><u>Nonoperating Revenues (Expenses):</u></b>	
Interest Earned	4,659
Reserve for Improvements	202,914
Interest Expense	<u>(32,355)</u>
Total Non-Operating Revenues (Expenses)	<u>175,218</u>
Net Income (Loss)	(110,714)
Net Position, Beginning	<u>6,293,697</u>
Net Position, Ending	<u>\$ 6,182,983</u>

**VILLAGE OF FRANKLIN**  
**Statement of Cash Flows**  
**Proprietary Fund**  
**For the Year Ended June 30, 2021**

	<b><u>Enterprise Fund</u></b>
	<b><u>Pressure</u></b>
	<b><u>Sewer Fund</u></b>
<b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>	
Receipts from customers and users	\$ 913,234
Payments to Suppliers	(903,296)
Net Cash Provided by Operating Activities	<u>9,938</u>
<b><u>CASH FLOWS FROM CAPITAL AND RELATED</u></b>	
<b><u>FINANCING ACTIVITIES</u></b>	
Principal Paid on debt	(185,000)
Interest Paid on debt	(32,355)
Reserve for Improvements	202,914
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(14,441)</u>
<b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>	
Interest Earned	4,659
Net Cash Provided (Used) by Investing Activities	<u>4,659</u>
Net Increase (Decrease) in Cash and Cash Equivalents	156
Cash and Cash Equivalents, Beginning	<u>1,431</u>
Cash and Cash Equivalents, Ending	\$ <u><u>1,587</u></u>
<b><u>Reconciliation of Operating Income to Net Cash</u></b>	
<b><u>Provided (Used) by Operating Activities:</u></b>	
Operating Income (Loss)	\$ (285,932)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:	
Depreciation Expense	231,120
(Increase) Decrease in Due from Other Governments	67,264
Increase (Decrease) in Due to Other Funds	5,124
Increase (Decrease) in Accounts Payable	(7,638)
Net Cash Provided by Operating Activities	\$ <u><u>9,938</u></u>

**VILLAGE OF FRANKLIN**  
**Statement of Fiduciary Net Position**  
**Fiduciary Funds**  
**June 30, 2021**

	Other Postemployment Benefits Trust Fund	Custodial Fund	Total
<b>ASSETS:</b>			
Cash and Cash Equivalents	\$ -	\$ 9,881	\$ 9,881
Investments held with MERS	766,765	-	766,765
Total Assets	766,765	9,881	776,646
<b>LIABILITIES:</b>			
Due to Other Funds	-	9,881	9,881
<b>NET POSITION :</b>			
Restricted for postemployment benefits other than pensions	\$ 766,765	\$ -	\$ 766,765

**VILLAGE OF FRANKLIN**  
**Statement of Changes in Fiduciary Net Position**  
**Fiduciary Funds**  
**For the Year Ended June 30, 2021**

	Other Postemployment Benefits Trust Fund	Custodial Fund	Total
<b>Additions:</b>			
Net Investment income:			
Net increase in fair value of investments	\$ 174,153	\$ -	\$ 174,153
Total Additions	174,153	-	174,153
<b>Deductions:</b>			
Administrative Expenses	1,240	-	1,240
Net Increase in Fiduciary Net Position	172,913	-	172,913
Net Position - Beginning of year	593,852	-	593,852
Net Position - End of year	\$ 766,765	\$ -	\$ 766,765



VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Village of Franklin, Michigan, is governed by a seven member elected Village Council, that consists of a Village President and six Council members. Services are provided to approximately 3,150 residents in the areas of police, fire, refuse removal, street maintenance, and sewer.

As required by generally accepted accounting principles, these financial statements present the Village of Franklin. The Village does not have any component units to report, entities for which the government is considered to be financially accountable.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of changes in net position) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation -  
Continued

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the Village.

Governmental Funds

The Village reports the following major governmental funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Police Fund is a special revenue fund used to account for police contract revenues and police expenditures.

The Major Street and Local Street Funds are special revenue funds used to account for the repair, maintenance, and construction of the Village's streets as identified by the State of Michigan Department of Transportation.

The Building Department Fund is a special revenue fund used to account for permit and inspection fees and the related expenditures.

The Debt Service Fund accounts for the accumulation of financial resources for the payment of principal and interest on the Village's general obligation debt. The Village annually levies a voter approved millage for repayment of the bonds.

The Road Construction Fund is used to account for the bond proceeds from the 2017 and 2018 road bonds and the related construction expenditures.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation – Continued

In addition, the Village reports on the following fund types:

The special revenue funds account for revenue sources that are legally restricted to expenditures for specific purposes (not including expendable trusts or major capital projects).

Proprietary Funds

Proprietary funds are accounted for on the flow of economic resources measurement focus and use the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. Proprietary funds include the enterprise fund types.

Enterprise Funds are used to account for those operations that are financed and operated in a manner similar to private business or where the Village Council has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability. The Village has one enterprise fund, which is the Pressure Sewer Fund.

Fiduciary Funds

Fiduciary Funds account for assets held by the government in a trustee capacity or as custodian on behalf of others.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes. When both restricted and unrestricted resources are available for use, it is the Village's policy to use restricted resources first, then unrestricted resources as needed.

*Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity

1. Deposits and Investments

The Village's cash and cash equivalents are considered to be cash on hand, demand deposits and short term investments with original maturities of three months or less from the date of acquisition. State statutes authorize the Village to invest in obligations of the U.S. Treasury, commercial paper of certain investment grades, and deposits of Michigan commercial banks. Investments for the Village are recorded at fair value.

2. Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e. the current portion of interfund loans) or "advances to/from other funds" (i.e. non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources. All trade and property tax receivables are shown net of allowance for uncollectible accounts, which are recorded at \$4,620 at June 30, 2021.

3. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of capitalized value of the assets constructed. Property, plant and equipment of the primary government, as well as the component units, is depreciated using the straight-line method over the following estimated useful lives:

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity – Continued

3. Capital Assets – Continued

<u>Assets</u>	<u>Years</u>
Land Improvements	10-20
Buildings and Improvements	10-50
Sewer System	50
Street and Road Improvements	25
Storm Drains	40
Machinery & Equipment	5-20
Vehicles	5

4. Deferred Outflows and Inflows of Resources

The deferred outflows of resources which are recorded in the Statement of Net Position represent consumption of net position that applies to future periods and so will not be recognized as an outflow of resources or expensed until that future period. The deferred charge on refunding bonds reported in the Statement of Net Position results from a difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The Village also has a deferred amount related to the net pension liability. The deferred inflows of resources reflect the unamortized bond premium on the recently issued road bonds to be amortized over the life of the bonds.

5. Compensated Absences

In accordance with contracts negotiated with the various employee groups of the Village and the Village's internal policy, individual employees have vested rights upon termination of employment to receive payment for unused vacation and sick leave under formulas and conditions specified in the contracts. All sick and vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. The long-term portion of compensated absences related to the governmental funds is a liability recorded in the Statement of Net Position.

6. Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

D. Assets, Liabilities and Net Position or Equity – Continued

6. Long-term Obligations – Continued

Long-term debt is recognized as a liability of a governmental fund when due. For other long-term obligations, only that portion expected to be financed from expendable available financial resources is reported as a fund liability of a governmental fund. The remaining portion of such obligations is reported in the Statement of Net Position. Long-term liabilities expected to be financed from proprietary funds are reported as liabilities in those funds.

7. Fund Equity

In the fund financial statements, governmental funds report the following components of fund balance:

Nonspendable – Amounts that are not in spendable form or are legally or contractually required to be maintained intact.

Restricted – Amounts that are legally restricted by outside parties, constitutional provisions, or enabling legislation for use for a specific purpose.

Committed – Amounts that have been formally set aside by the Village Council for use for a specific purpose. Commitments are made and can be rescinded only via resolution of the Village Council.

Assigned – Intent to spend resources on specific purposes expressed by the Village Council.

Unassigned – This is the residual classification for the general fund. This classification represents fund balance that has not been restricted, committed, or assigned to specific purposes within the general fund.

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Budgetary Information

The Village is legally subject to the budgetary control requirements of the State of Michigan P.A. 621 of 1978 (Uniform Budgeting Act). The following is a summary of the requirements of this act:

- a. Budgets must be adopted for the General and Special Revenue Funds.
- b. Budgets must be balanced.
- c. Budgets must be amended as necessary.
- d. Public hearings must be held prior to adoption.
- e. Expenditures cannot exceed budget appropriations.
- f. Expenditures must be authorized by a budget appropriation prior to being incurred.



VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

II. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY – Continued

A. Budgetary Information – Continued

The Village follows these procedures in establishing the budgetary data reflected in these financial statements:

1. The Village Charter requires not less than one regular council meeting per month. By the first meeting in April, a proposed operating budget must be submitted to the Village Council for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and means of financing them for the upcoming year.
2. A public hearing and adoption of the budget is required on or before June 30.
3. On or before June 15, the tax rate must be set and the budget is legally enacted through passage of a budget resolution (general appropriation act).
4. Formal budgetary integration is employed as a management control device for the General and Special Revenue Funds. Budgets for these funds are prepared and adopted on a basis consistent with generally accepted accounting principles (GAAP). The General Fund and Special Revenue Fund budgets are adopted at the activity level.
5. Budget appropriations lapse at year end.
6. The Village Council may authorize supplemental appropriations (budget amendments) during the year.

B. Compliance with P.A. 621 of 1978

1. Deficit Fund Balance

None of the Village's funds have a deficit fund balance as of June 30, 2021.

2. Excess of Expenditures Over Appropriations in Budgetary Funds

The budgets for the General and Special Revenue Funds are adopted at the activity level. The expenditures in excess of budget appropriations as of June 30, 2021 are as follows:

	Final Budget	Actual	Excess Over Appropriation
General Fund:			
Village Council	\$ 140,671	\$ 164,186	\$ 23,515
Administration	201,040	205,157	4,117
Planning and Zoning	28,630	29,660	1,030
Cable Board	40,000	46,045	6,045
Major Street Fund	144,600	613,700	469,100
Local Street Fund	165,800	597,434	431,634
Building Dept. Fund	129,689	144,710	15,021

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

III. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

Under State law, the Village is permitted to invest in deposits with Michigan commercial banks, savings and loans and credit unions, obligations of the U.S. Treasury, and corporate bonds and commercial paper with certain investment grades.

The following information, as required by the Governmental Accounting Standards Board Statement number 40 is presented, regarding the Village's deposits and investments:

Custodial Credit Risk is the risk that in the event of a bank failure, the Village's deposits may not be recovered. Neither State law nor the Village's investment policy requires consideration of custodial credit risk. As of June 30, 2021, the Village's book balance of its deposits was \$3,995,042. The bank balance was \$3,953,192 of which \$3,653,184 was uninsured.

A reconciliation of cash on the financial statements is as follows:

Cash and Cash Equivalents per:	
Statement of Net Position	\$ 3,985,161
Statement of Fiduciary Net Position	<u>9,881</u>
Total	<u>\$ 3,995,042</u>

Credit Risk. State law limits investments in commercial paper, corporate bonds, and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The Village has no investment policy that would further limit its investment choices.

Interest Rate Risk. The Village does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The Village's deposits and investments consisted of checking, savings, and certificates of deposit.

Concentration of Credit Risk. The Village's investment policy places no limit on the amount the Village may invest in any one issuer.

Investments in Entities that Calculate Net Asset Value per Share. The Village has funds held in the MERS Retiree Health Funding Vehicle (RHFV) for its OPEB obligations. The MERS RHFV is a fully diversified portfolio combining stocks and bonds with alternative asset classes, which is managed and monitored by MERS investment managers. As of June 30, 2021 the fair value of the Village's funds in MERS RHFV is \$766,765.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

III. DETAILED NOTES ON ALL FUNDS – Continued

B. Capital Assets

Capital asset activity for the year ended June 30, 2021 was as follows:

<u>Governmental Activities:</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital Assets, not depreciated:				
Land	\$ 211,717	\$ -	\$ -	\$ 211,717
Capital Assets, being depreciated:				
Roads	18,172,328	1,945,093	-	20,117,421
Storm Drainage	611,166	-	-	611,166
Buildings and Improvements	1,662,616	-	-	1,662,616
Land Improvements	74,990	-	-	74,990
Machinery & Equipment	93,318	-	-	93,318
Furniture & Fixtures	116,292	-	-	116,292
Vehicles	124,050	47,355	13,304	158,101
	<u>20,854,760</u>	<u>1,992,448</u>	<u>13,304</u>	<u>22,833,904</u>
Less: Accumulated Depreciation:				
Roads	(4,872,756)	(726,061)	-	(5,598,817)
Storm Drainage	(299,915)	(15,722)	-	(315,637)
Buildings & Improvements	(517,532)	(37,661)	-	(555,193)
Land Improvements	(55,568)	(2,403)	-	(57,971)
Machinery & Equipment	(86,852)	(1,687)	-	(88,539)
Furniture & Fixtures	(105,865)	(3,008)	-	(108,873)
Vehicles	(70,628)	(19,534)	(13,304)	(76,858)
	<u>(6,009,116)</u>	<u>(806,076)</u>	<u>(13,304)</u>	<u>(6,801,888)</u>
Governmental Activities				
Capital Assets, net	\$ <u>15,057,361</u>	\$ <u>1,186,372</u>	\$ <u>-</u>	\$ <u>16,243,733</u>

Depreciation expense was charged on the Statement of Activities as follows:

Governmental Activities:

General Government	\$ 20,619
Public Safety	43,674
Public Works	741,783
Total Governmental Activities	\$ <u>806,076</u>

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

III. DETAILED NOTES ON ALL FUNDS – Continued

B. Capital Assets – Continued

<u>Business-type Activities:</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Capital Assets, being depreciated:				
Sewer System	\$ 11,630,384	\$ -	\$ -	\$ 11,630,384
Less: Accumulated Depreciation	<u>(4,748,338)</u>	<u>(231,120)</u>	<u>-</u>	<u>(4,979,458)</u>
Business-type Activities				
Capital Assets, net	<u>\$ 6,882,046</u>	<u>\$ (231,120)</u>	<u>\$ -</u>	<u>\$ 6,650,926</u>

C. Interfund Receivables, Payables and Transfers

The composition of interfund receivables, payables and transfers as of June 30, 2021, is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General Fund	Major Street Fund	\$ 1,478
General Fund	Wastewater Mgt Fund	2,507
General Fund	Pressure Sewer Fund	5,124
General Fund	Custodial Fund	9,135
Major Street Fund	Road Construction Fund	192,209
2017 Bonds Debt Fund	2011 Bonds Debt Fund	7,449
Library Fund	Custodial Fund	590
2017 Bonds Debt Fund	Custodial Fund	156
		<u>\$ 218,648</u>

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>
Police Fund	General Fund	\$ 893,738
Waste Water Mgt Fund	General Fund	4,579
2017 Bond Debt Service	2011 Bond Debt Service	26
		<u>\$ 898,343</u>

General Fund transfer to Police Fund and to Waste Water Management Fund represent operating transfers.  
Debt Service Fund transfer represents closeout of 2011 Bond debt service fund.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

III. DETAILED NOTES ON ALL FUNDS – Continued

D. Long-Term Debt

The following is a summary of long-term debt transactions of the Village for the year ended June 30, 2021:

	Balance July 1, 2020	Add: Additional Debt Incurred	Less: Retirements and Payments on Debt	Balance June 30, 2021	Due Within One Year
Governmental Activities:					
General Obligation Bonds	\$ 11,705,000	\$ -	\$ 710,000	\$ 10,995,000	\$ 755,000
Compensated Absences	86,345	27,627	-	113,972	73,069
Total Governmental Activities	<u>\$ 11,791,345</u>	<u>\$ 27,627</u>	<u>\$ 710,000</u>	<u>\$ 11,108,972</u>	<u>\$ 828,069</u>
Business-type Activities:					
2017 Sewer Bonds	\$ 1,370,000	\$ -	\$ 185,000	\$ 1,185,000	\$ 185,000
Total Business-type Activities	<u>\$ 1,370,000</u>	<u>\$ -</u>	<u>\$ 185,000</u>	<u>\$ 1,185,000</u>	<u>\$ 185,000</u>

The following is a summary of general obligation debt outstanding (excluding compensated absences) of the Village as of June 30, 2021:

	Number of Issues	Interest Rate	Maturing Through	Principal Outstanding
Governmental Activities:				
G.O. Bonds	2	2.00-3.00%	2032	<u>\$ 10,995,000</u>
Business-type Activities:				
G.O. Bonds	1	1.70-3.60%	2027	<u>\$ 1,185,000</u>

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

III. DETAILED NOTES ON ALL FUNDS – Continued

D. Long-Term Debt – Continued

The annual debt service requirements to maturity for general obligation debt outstanding as of June 30, 2021 are as follows:

<u>Year Ended</u>	<u>Governmental Activities</u>		<u>Business-type Activities</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2022	\$ 755,000	\$ 325,725	\$ 185,000	\$ 28,840
2023	795,000	302,700	190,000	24,955
2024	840,000	278,400	195,000	20,680
2025	885,000	252,750	200,000	16,000
2026	935,000	225,675	205,000	11,000
2027-2031	5,500,000	667,275	210,000	5,670
2032	1,285,000	28,950	-	-
	<u>\$ 10,995,000</u>	<u>\$ 2,081,475</u>	<u>\$ 1,185,000</u>	<u>\$ 107,145</u>

E. Property Taxes

Property tax assessments are determined (Tax Day) as of each December 31. Taxes are levied on July 1 of the following year. These taxes are due on August 31 with the final collection date of February 28 before they are added to the county delinquent tax roll. The Village bills and collects its own property taxes which are recognized in the current year as revenue in accordance with guidelines of the State of Michigan.

The Village is permitted by State law to levy taxes up to \$20 per \$1,000 of equalized valuation for general governmental services. The following is a summary of the tax rates levied on the 2020 tax roll:

<u>Purpose</u>	<u>Rate</u>
Operating	2.5758
Library	.6038
Fire	1.1394
Rubbish	.5109
Road Debt	2.8932



VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION

A. Defined Benefit Pension Plan

Plan Description

The Village contributes to the Municipal Employees' Retirement System of Michigan (MERS), which is an agent multiple-employer defined benefit pension plan that covers all full time employees of the Village. MERS was established by the Michigan Legislature in 1945 and is administered by a nine member Retirement Board. MERS issues a publicly available financial report that includes financial statements and required supplementary information for the system. That report may be obtained at *mersofmich.com*.

Benefits Provided

The Plan provides retirement, disability, and death benefits to plan members and their beneficiaries, as established by Public Act 427 of 1984, as amended. The Plan covers all full-time employees of the Village including union and non-union employees. Employees hired before May 1, 2010 who retire are entitled to benefits calculated as 2.5 percent of the employee's three-year final average compensation times the employee's years of service with a maximum of 80 percent of final average compensation. Normal retirement age is 60. Deferred retirement benefits vest after 10 years of credited service but are not paid until the date retirement would have occurred if the member had remained an employee.

Benefit terms, within the guidelines established by MERS, are generally established and amended by authority of the Village Council, generally after negotiations of these terms with the affected unions. Police employee benefit terms may be subject to binding arbitration in certain circumstances.

Employees Covered by Benefit Terms

At the December 31, 2020 measurement date, the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	13
Inactive plan members entitled to but not yet receiving benefits	7
Active Plan Members	<u>12</u>
Total Employees covered by MERS	<u>32</u>

Contributions

The State of Michigan Constitution, Article 9, Section 24, requires that financial benefits arising on account of employee services rendered in each year be funded during that year. Accordingly, MERS retains an independent actuary to determine the annual contribution. The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by the MERS retirement board. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by plan members during the year, with an additional amount to finance any unfunded accrued liability. The employer may establish contribution rates to be paid by its covered employees.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

A. Defined Benefit Pension Plan - Continued

For the year ended June 30, 2021, the average active employee contribution rate was 4 percent of gross wages for police employees, 5 percent of gross wages for police employees hired after May 1, 2010, and 2 percent of gross wages for general employees. The Village's contribution rate was a monthly flat rate of \$24,607 for police employees hired before May 1, 2010, and 4.28% of annual covered payroll for police employees hired after May 1, 2010.

Net Pension Liability

The net pension liability reported at June 30, 2021 was determined using a measure of the total pension liability and the plan net position as of December 31, 2020. The December 31, 2020 total pension liability was determined by an actuarial valuation performed as of that date.

Changes in the net pension liability during the measurement year were as follows:

<u>Changes in Net Pension Liability</u>	<u>Increase (Decrease)</u>		
	<u>Total Pension Liability</u>	<u>Plan Net Position</u>	<u>Net Pension Liability</u>
Balance at December 31, 2019	\$ <u>8,314,874</u>	\$ <u>4,365,952</u>	\$ <u>3,948,922</u>
Service Cost	80,565	-	80,565
Interest	616,051	-	616,051
Contributions-Employer	-	302,990	(302,990)
Contributions-Employee	-	37,524	(37,524)
Net Investment Income	-	542,078	(542,078)
Differences between expected and actual experience	(90,302)	-	(90,302)
Change in Assumptions	277,497	-	277,497
Benefit Payments, including refunds	(498,427)	(498,427)	-
Administrative Expenses	-	(8,664)	8,664
Net Changes	<u>385,384</u>	<u>375,501</u>	<u>9,883</u>
Balance at December 31, 2020	\$ <u><u>8,700,258</u></u>	\$ <u><u>4,741,453</u></u>	\$ <u><u>3,958,805</u></u>

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

A. Defined Benefit Pension Plan - Continued

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2021, the Village reported deferred outflows of resources related to pensions from the following sources:

Source	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	\$ 145,624	\$ -
Difference between expected and actual experience	-	15,885
Change in actuarial assumptions	361,126	-
Employer contributions to the plan subsequent to the measurement date	160,884	-
Total	<u>\$ 667,634</u>	<u>\$ 15,885</u>

Amounts reported as deferred outflows of resources related to pensions will be recognized in pension expense as follows. These amounts are exclusive of the employer contributions to the plan made subsequent to the measurement date (\$160,884), which will impact the net pension liability in fiscal year 2022, rather than pension expense.

Years Ending June 30	Amount
2022	\$ 201,022
2023	111,978
2024	134,546
2025	43,319

Actuarial Assumptions

The total pension liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.50%
Salary increases	3.00%
Investment rate of return	7.35%

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

A. Defined Benefit Pension Plan - Continued

Mortality rates were based on the RP-2014 Healthy Annuitant Mortality Table of a 50 percent male and 50 percent female blend with rates multiplied by 105%, the RP-2014 Employee Mortality Tables, and the RP-2014 Juvenile Mortality Tables.

The actuarial assumptions used in the December 31, 2020 valuation were based on the results of a 5 year experience study from 2013 through 2018, which was completed in 2020.

Discount Rate

The discount rate used to measure the total pension liability was 7.60 percent. The projection of cash flows used to determine the discount rate assumes that employee contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate.

Projected Cash Flows

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Based on those assumptions, the pension plan's fiduciary net position was not projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a model in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return as of December 31, 2020, the measurement date, for each major asset class are summarized in the following table:

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

A. Defined Benefit Pension Plan - Continued

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Global Equity	60%	5.25%
Global Fixed Income	20%	1.25%
Private Investments	20%	7.25%

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Village, calculated using the discount rate of 7.60 percent, as well as what the Village's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (6.60%)	Current Discount Rate (7.60%)	1% Increase (8.60%)
Net Pension Liability	\$ <u>5,016,016</u>	\$ <u>3,958,805</u>	\$ <u>3,080,235</u>

Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in the separately issued financial report. For the purposes of measuring the net pension liability, deferred outflows of resources, and deferred inflows of resources related to pension and pension expense, information about the plan's fiduciary net position and addition to/deduction from fiduciary net position have been determined on the same basis as they are reported by the plan. The plan uses the economic resources measurement focus and the full accrual basis of accounting. Investments are stated at fair value. Contribution revenue is recorded as contributions are due pursuant to legal requirements. Benefit payments and refunds of employee contributions are recognized as expense when due and payable in accordance with the benefit terms.

B. Defined Contribution Pension Plan

The Village provides pension benefits to its administrator and police chief through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. As established by negotiation with the Village Administrator, the Village contributes 6% of employee's gross earnings and the employee contributes 2% of earnings. As established by negotiation with the Village Police Chief, the Village contributes 6% of employee's gross earnings and employee contributes 2% of earnings. During the current fiscal year the Village's contributions amounted to \$25,614.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

C. Other Postemployment Benefits

Plan Description

The Village provides health care benefits to police retirees in accordance with their respective labor contracts. The Village includes these retirees and their dependents in its insured health care plan. Expenditures for post employment health care benefits are recognized as the insurance premiums become due. The Village has established a trust with the Michigan Employees' Retirement System (MERS) Retiree Health Funding Vehicle to fund future premiums.

Benefits Provided

The Village provides healthcare, including prescription drug benefits for retirees and their spouses. Benefits are provided by a third-party insurer.

Employees Covered by Benefit Terms

At the June 30, 2021 valuation date, the following employees were covered by the benefit terms:

Inactive plan members or beneficiaries currently receiving benefits	4
Inactive plan members entitled to but not yet receiving benefits	-
Active Plan Members	<u>10</u>
Total	<u>14</u>

Contributions

Active service members are not required to make contributions to the plan. The Village has no obligation to make contributions in advance but are being financed on a "pay-as-you-go" basis. At the fund level, the expense is recognized by the Village as the payments to the employees are made.

Summary of Significant Accounting Policies

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB (if applicable), and OPEB expenses, have been determined on the same basis as they are reported for the Village. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.



VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

C. Other Postemployment Benefits - Continued

Changes in Net OPEB Liability

The components of the change in the net OPEB liability are summarized as follows:

<u>Changes in Net OPEB Liability</u>	<u>Increase (Decrease)</u>		
	<u>Total OPEB Liability</u>	<u>Plan Net Position</u>	<u>Net OPEB Liability</u>
Balance at July 1, 2020	\$ 974,403	\$ 593,852	\$ 380,551
Service Cost	78,317	-	78,317
Interest on total OPEB liability	71,247	-	71,247
Employer Contributions	-	70,987	(70,987)
Net Investment Income	-	174,153	(174,153)
Effect of Economic/Demographic Losses	(132,932)	-	(132,932)
Administrative Fees	-	(1,240)	1,240
Benefit Payments	(70,987)	(70,987)	-
Net Changes	(54,355)	172,913	(227,268)
Balance at June 30, 2021	\$ 920,048	\$ 766,765	\$ 153,283

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of June 30, 2021. The following actuarial assumptions were applied:

Actuarial Cost Method	Entry-age normal
Salary Increases	4.0%
Investment Rate of Return	7.0%
Retirement Age	Police eligible at age 50 with 25 years of service, until age 65 for retiree and spouse.
Mortality	Pub-2010 Public Retirement Plans Mortality Tables
Health care trend rates	4.9% initially grading to 4.3%

Discount Rate

The discount rate used to measure the total OPEB liability was 7.00% based on the expected return of assets expected to be available to pay plan benefits.

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

C. Other Postemployment Benefits - Continued

Investment Rate of Return

The long-term expected rate of return on OPEB plan investments was determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Best estimates of arithmetic real rates of return as of the June 30, 2021 measurement date for each major asset class included in the OPEB plan's target asset allocation are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Global Equity	60%	2.97%
Global Fixed Income	20%	0.48%
Private Investments	20%	1.40%

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Village, calculated using the discount rate of 7.00 percent, as well as what the Village's net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net OPEB Liability	\$ <u>209,977</u>	\$ <u>153,283</u>	\$ <u>103,189</u>

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the net OPEB liability of the Village, as well as what the Village's net OPEB liability would be if it were calculated using healthcare trends rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rate	1% Increase
Net OPEB Liability	\$ <u>119,225</u>	\$ <u>153,283</u>	\$ <u>193,300</u>

VILLAGE OF FRANKLIN  
Notes to Financial Statements  
June 30, 2021

IV. OTHER INFORMATION - Continued

D. Risk Management

The Village of Franklin is a member of the Michigan Municipal Liability and Property Pool for its general liability insurance coverage and a member of the Michigan Municipal Workers Compensation Fund for its workers compensation coverage. The Village pays annual premiums to the pools. The pools are self-sustaining through member premiums, and each carries reinsurance through commercial companies for claims in excess of the pool loss reserve fund.

In the event that a single loss should exceed the amount of protection afforded by the pool loss reserve fund, reinsurance, or other insurance carried by the pools, or in the event that a series of losses should deplete or exhaust the loss reserve fund and reinsurance, the payment of valid losses shall be the obligation of the individual member or members of the respective pool against whom the claim was made. No such event has occurred with the Village of Franklin and the pools to which it belongs in any of the past three fiscal years.

E. Upcoming Accounting Pronouncements

Leases

In June 2017, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 87, *Leases*, which requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. This Statement is based on the principle that leases are financings of the right to use an underlying asset. The Village is currently evaluating the impact of this standard on its financial statements. The Statement is effective beginning with the Village's fiscal year ending June 30, 2021, but was extended to June 30, 2022 with the issuance of GASB Statement No. 95, *Postponement of the Effective Date of Certain Authoritative Guidance*.

REQUIRED SUPPLEMENTARY INFORMATION

**VILLAGE OF FRANKLIN**  
**Required Supplemental Information**  
**Schedule of Changes in the Net Pension Liability and Related Ratios**  
**Last Ten Fiscal Years (schedule is built prospectively upon implementation of GASB 68)**

	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability:							
Service Cost	\$ 80,565	\$ 81,790	\$ 78,058	\$ 76,762	\$ 70,949	\$ 66,552	\$ 64,225
Interest	616,051	608,002	578,481	576,103	564,687	541,871	522,516
Change in Assumptions	277,497	306,009	-	-	-	296,513	-
Expected and actual experience diff.	(90,302)	8,416	190,533	(186,431)	(88,219)	(17,164)	-
Benefit payments, including refunds	(498,427)	(496,941)	(462,913)	(411,800)	(403,453)	(395,580)	(310,968)
Net Change in Total Pension Liability	385,384	507,276	384,159	54,634	143,964	492,192	275,773
Total Pension Liability, Beginning of year	8,314,874	7,807,598	7,423,439	7,368,805	7,224,841	6,732,649	6,456,876
Total Pension Liability, End of year	<u>\$ 8,700,258</u>	<u>\$ 8,314,874</u>	<u>\$ 7,807,598</u>	<u>\$ 7,423,439</u>	<u>\$ 7,368,805</u>	<u>\$ 7,224,841</u>	<u>\$ 6,732,649</u>
Plan Fiduciary Net Position:							
Contributions - Employer	\$ 302,990	\$ 303,171	\$ 258,057	\$ 234,135	\$ 214,117	\$ 201,796	\$ 190,253
Contributions - Employee	37,524	35,908	31,594	28,804	27,121	26,211	26,472
Net Investment Income	542,078	535,168	(165,535)	519,394	417,990	(57,859)	241,195
Administrative Expenses	(8,664)	(9,211)	(8,313)	(8,232)	(8,256)	(8,556)	(8,851)
Benefit payments, including refunds	(498,427)	(496,941)	(462,913)	(411,800)	(403,453)	(395,580)	(310,968)
Net Change in Plan Fiduciary Net Position	375,501	368,095	(347,110)	362,301	247,519	(233,988)	138,101
Plan Fiduciary Net Position, Beg. of year	4,365,952	3,997,857	4,344,967	3,982,666	3,735,147	3,969,135	3,831,034
Plan Fiduciary Net Position, End of year	<u>\$ 4,741,453</u>	<u>\$ 4,365,952</u>	<u>\$ 3,997,857</u>	<u>\$ 4,344,967</u>	<u>\$ 3,982,666</u>	<u>\$ 3,735,147</u>	<u>\$ 3,969,135</u>
Village's Net Pension Liability - Ending	<u>\$ 3,958,805</u>	<u>\$ 3,948,922</u>	<u>\$ 3,809,741</u>	<u>\$ 3,078,472</u>	<u>\$ 3,386,139</u>	<u>\$ 3,489,694</u>	<u>\$ 2,763,514</u>
Plan Fiduciary Net Position as a Percent of Total Pension Liability	54.5%	52.5%	51.2%	58.5%	54.0%	51.7%	59.0%
Covered Employee Payroll	\$ 774,574	\$ 797,665	\$ 737,921	\$ 683,173	\$ 627,738	\$ 588,864	\$ 568,238
Village's Net Pension Liability as a Percent of Covered Employee Payroll	511.1%	495.1%	516.3%	450.6%	539.4%	592.6%	486.3%

**VILLAGE OF FRANKLIN**  
**Required Supplemental Information**  
**Schedule of Village Pension Contributions**  
**Last Ten Fiscal Years**

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Actuarially determined contribution	\$ 321,768	\$ 283,822	\$ 249,372	\$ 232,452	\$ 221,903	\$ 197,436	\$ 195,998	\$ 184,688	\$ 177,037	\$ 160,122
Contributions in relation to the actuarially determined contribution	359,807	311,482	277,032	232,452	221,903	197,436	195,998	184,688	177,037	160,122
Contribution Excess (Deficiency)	\$ 38,039	\$ 27,660	\$ 27,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Employee Payroll	\$ 774,574	\$ 797,665	\$ 737,921	\$ 683,173	\$ 627,738	\$ 588,864	\$ 568,238	\$ 723,049	\$ 655,300	\$ 745,923
Contributions as a Percentage of Covered Employee Payroll	46.5%	39.0%	37.5%	34.0%	35.3%	33.5%	34.5%	25.5%	27.0%	21.5%

Actuarial valuation information relative to the determination of contributions:

Actuarially determined contribution rates are calculated as of December 31 each year, which is 18 months prior to the beginning of the fiscal year in which the contributions are required.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method Entry-age normal

Amortization Method Level percentage of pay, open

Remaining Amortization Period 15 years

Asset Valuation Method 5 year smoothed market

Inflation 2.50%

Salary Increases 3.00% including inflation

Investment Rate of Return 7.35%

Retirement Age Experience based tables of rates that are specific to the type of eligibility condition

Mortality 50% Male - 50% Female blend of the RP-2014 Healthy Annuitant Mortality Tables, with rates multiplied by 105%; RP-2014 Employee Mortality Tables; and RP-2014 Juvenile Mortality Tables.



**VILLAGE OF FRANKLIN**  
**Required Supplemental Information**  
**Schedule of Changes in the Net OPEB Liability and Related Ratios**  
**Last Ten Fiscal Years (schedule is built prospectively upon implementation of GASB 75)**

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Total OPEB Liability:				
Service Cost	\$ 78,317	\$ 78,317	\$ 77,541	\$ 73,547
Interest	71,247	20,912	20,037	19,074
Effect of Economic/Demo Losses	(132,932)	-	-	-
Benefit Payments	<u>(70,987)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Total Pension Liability	(54,355)	99,229	97,578	92,621
Total OPEB Liability, Beginning of year	<u>974,403</u>	<u>875,174</u>	<u>777,596</u>	<u>684,975</u>
Total OPEB Liability, End of year	<u>\$ 920,048</u>	<u>\$ 974,403</u>	<u>\$ 875,174</u>	<u>\$ 777,596</u>
Plan Fiduciary Net Position:				
Contributions - Employer	\$ 70,987	\$ -	\$ -	\$ 5,898
Net Investment Income	174,153	16,840	16,657	38,954
Administrative Fees	(1,240)	(1,181)	(1,181)	-
Benefit payments, including refunds	<u>(70,987)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Plan Fiduciary Net Position	172,913	15,659	15,476	44,852
Plan Fiduciary Net Position, Beginning of year	<u>593,852</u>	<u>578,193</u>	<u>562,717</u>	<u>517,865</u>
Plan Fiduciary Net Position, End of year	<u>\$ 766,765</u>	<u>\$ 593,852</u>	<u>\$ 578,193</u>	<u>\$ 562,717</u>
Village's Net OPEB Liability - Ending	<u>\$ 153,283</u>	<u>\$ 380,551</u>	<u>\$ 296,981</u>	<u>\$ 214,879</u>
Plan Fiduciary Net Position as a Percent of Total OPEB Liability	83.3%	60.9%	66.1%	72.4%
Covered Employee Payroll	n/a	n/a	n/a	n/a
Village's Net OPEB Liability as a Percent of Covered Employee Payroll	n/a	n/a	n/a	n/a

**VILLAGE OF FRANKLIN**  
**Required Supplemental Information**  
**Schedule of Village OPEB Contributions**  
**Last Ten Fiscal Years**

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Actuarially determined contribution	\$ 43,498	\$ 43,498	\$ 43,498	\$ 43,498	\$ 73,547	\$ 72,671	\$ 64,892	\$ 64,892	\$ 56,372	\$ 94,558
Contributions in relation to the actuarially determined contribution	-	8,222	-	5,898	73,686	72,671	60,972	60,673	57,485	38,175
Contribution Excess (Deficiency)	<u>\$ (43,498)</u>	<u>\$ (35,276)</u>	<u>\$ (43,498)</u>	<u>\$ (37,600)</u>	<u>\$ 139</u>	<u>\$ -</u>	<u>\$ (3,920)</u>	<u>\$ (4,219)</u>	<u>\$ 1,113</u>	<u>\$ (56,383)</u>
Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Contributions as a Percentage of Covered Employee Payroll	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Actuarial valuation information relative to the determination of contributions:  
Valuation Date Actuarially determined contribution rates are calculated as of June 30 each year.

Methods and assumptions used to determine contribution rates:  
Actuarial Cost Method Entry-age normal  
Inflation 2.5%  
Salary Increases 4.0%  
Investment Rate of Return 7.0%  
Healthcare cost trend rates 8.0 percent, gradually decreasing to 4.0% in .25% increments

Retirement Age Police eligible at age 50 with 25 years of service, until age 65 for retiree and spouse.  
Mortality RP-2014 Employee Mortality Tables

**VILLAGE OF FRANKLIN**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Year Ended June 30, 2021**

	<b>Budgeted Amounts</b>			<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	<b>Final Budget</b>
<b><u>Revenues:</u></b>				
Property Taxes	\$ 1,108,000	\$ 1,108,000	\$ 1,115,620	\$ 7,620
Licenses and Permits	4,000	4,000	1,427	(2,573)
Intergovernmental - Federal/CDBG	7,000	7,000	-	(7,000)
Intergovernmental - State	255,162	255,162	231,678	(23,484)
Grants	43,000	65,042	25,928	(39,114)
Charges for Services	12,950	12,950	12,625	(325)
Interest Earnings	5,000	5,000	4,948	(52)
Franchise Fees	115,000	133,594	106,457	(27,137)
Other Revenues	10,000	10,000	13,329	3,329
Total Revenues	<u>1,560,112</u>	<u>1,600,748</u>	<u>1,512,012</u>	<u>(88,736)</u>
<b><u>Expenditures:</u></b>				
General Government:				
Village Council	36,675	140,671	164,186	(23,515)
Administration	224,111	201,040	205,157	(4,117)
Clerk	91,097	94,630	95,430	(800)
Treasury	6,100	2,904	3,344	(440)
Village Hall	61,500	73,176	72,461	715
	<u>419,483</u>	<u>512,421</u>	<u>540,578</u>	<u>(28,157)</u>
Community and Economic Development:				
Planning and Zoning	<u>26,970</u>	<u>28,630</u>	<u>29,660</u>	<u>(1,030)</u>
Other Functions:				
Historic District Commission	4,000	1,539	1,166	373
Community Development Block Grant	7,000	7,000	650	6,350
Main Street	20,000	20,000	20,000	-
NEXT Contribution	10,000	10,000	10,000	-
Cable Board	40,000	40,000	46,045	(6,045)
Website	3,100	3,100	2,313	787
Insurance	22,300	22,907	22,907	-
	<u>106,400</u>	<u>104,546</u>	<u>103,081</u>	<u>1,465</u>
Capital Outlay	<u>17,100</u>	<u>8,447</u>	<u>8,447</u>	<u>-</u>
Total Expenditures	<u>569,953</u>	<u>654,044</u>	<u>681,766</u>	<u>(27,722)</u>
Excess of Revenues Over Expenditures	<u>990,159</u>	<u>946,704</u>	<u>830,246</u>	<u>(116,458)</u>
Other Financing Sources(Uses):				
Transfers Out	<u>(1,078,158)</u>	<u>(1,034,703)</u>	<u>(898,317)</u>	<u>136,386</u>
	<u>(1,078,158)</u>	<u>(1,034,703)</u>	<u>(898,317)</u>	<u>136,386</u>
Net Change in Fund Balance	(87,999)	(87,999)	(68,071)	19,928
Fund Balance - July 1	<u>1,662,397</u>	<u>1,662,397</u>	<u>1,662,397</u>	<u>-</u>
Fund Balance - June 30	\$ <u><u>1,574,398</u></u>	\$ <u><u>1,574,398</u></u>	\$ <u><u>1,594,326</u></u>	\$ <u><u>19,928</u></u>

**VILLAGE OF FRANKLIN**  
**Police Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Year Ended June 30, 2021**

	<b>Budgeted Amounts</b>			<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	<b>Final Budget</b>
<b><u>Revenues:</u></b>				
State Grants & Training	\$ -	\$ -	\$ 19,102	\$ 19,102
Charges for Services	550,393	550,393	524,724	(25,669)
Fines	-	-	24,244	24,244
Drug Forfeitures	-	-	34,964	34,964
Special Assessments	340,032	340,032	340,210	178
Interest	-	-	159	159
Other	-	-	8,158	8,158
Total Revenues	<u>890,425</u>	<u>890,425</u>	<u>951,561</u>	<u>61,136</u>
<b><u>Expenditures:</u></b>				
Police Officers	1,652,795	1,652,795	1,616,753	36,042
Supplies & Contractual Services	44,928	44,928	23,872	21,056
Drug Forfeitures	-	-	14,981	(14,981)
Communications	76,629	76,629	68,504	8,125
Insurance	74,900	74,900	62,482	12,418
Vehicles and Equipment	50,120	50,120	20,821	29,299
Maintenance and Utilities	21,279	23,463	23,433	30
Capital Outlay	47,932	47,932	47,267	665
Total Expenditures	<u>1,968,583</u>	<u>1,970,767</u>	<u>1,878,113</u>	<u>92,654</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(1,078,158)</u>	<u>(1,080,342)</u>	<u>(926,552)</u>	<u>153,790</u>
<b><u>Other Financing Sources:</u></b>				
Transfers In	<u>1,078,158</u>	<u>1,078,158</u>	<u>893,738</u>	<u>(184,420)</u>
	<u>1,078,158</u>	<u>1,078,158</u>	<u>893,738</u>	<u>(184,420)</u>
Net Change in Fund Balance	-	(2,184)	(32,814)	(30,630)
Fund Balance, July 1	<u>53,986</u>	<u>53,986</u>	<u>53,986</u>	<u>-</u>
Fund Balance, June 30	\$ <u>53,986</u>	\$ <u>51,802</u>	\$ <u>21,172</u>	\$ <u>(30,630)</u>

**VILLAGE OF FRANKLIN**  
**Major Street Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Year Ended June 30, 2021**

	<b>Budgeted Amounts</b>			<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	<b>Final Budget</b>
<b><u>Revenues:</u></b>				
Intergovernmental-State	\$ 150,000	\$ 150,000	\$ 255,941	\$ 105,941
Interest	5,000	5,000	7,698	2,698
Other	1,000	1,000	965	(35)
Total Revenues	<u>156,000</u>	<u>156,000</u>	<u>264,604</u>	<u>108,604</u>
<b><u>Expenditures:</u></b>				
Road Maintenance	86,500	86,500	70,866	15,634
Road Construction	5,000	5,000	491,146	(486,146)
Traffic Services	1,500	1,500	8,029	(6,529)
Winter Maintenance	50,000	50,000	41,576	8,424
Administration	1,600	1,600	2,083	(483)
Total Expenditures	<u>144,600</u>	<u>144,600</u>	<u>613,700</u>	<u>(469,100)</u>
Excess (Deficiency) of Revenues Over Expenditures	11,400	11,400	(349,096)	(360,496)
Fund Balance, July 1	<u>643,661</u>	<u>643,661</u>	<u>643,661</u>	<u>-</u>
Fund Balance, June 30	\$ <u>655,061</u>	\$ <u>655,061</u>	\$ <u>294,565</u>	\$ <u>(360,496)</u>

**VILLAGE OF FRANKLIN**  
**Local Street Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Year Ended June 30, 2021**

	<b>Budgeted Amounts</b>			<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	<b>Final Budget</b>
<b><u>Revenues:</u></b>				
Intergovernmental-State	\$ 125,000	\$ 125,000	\$ 164,436	\$ 39,436
Metro Authority	5,000	5,000	14,059	9,059
Total Revenues	<u>130,000</u>	<u>130,000</u>	<u>178,495</u>	<u>48,495</u>
<b><u>Expenditures:</u></b>				
Road Maintenance	81,000	81,000	58,046	22,954
Road Construction	40,000	40,000	465,840	(425,840)
Traffic Services	3,200	3,200	29,889	(26,689)
Winter Maintenance	40,000	40,000	41,576	(1,576)
Administration	1,600	1,600	2,083	(483)
Total Expenditures	<u>165,800</u>	<u>165,800</u>	<u>597,434</u>	<u>(431,634)</u>
Excess (Deficiency) of Revenues Over Expenditures	(35,800)	(35,800)	(418,939)	(383,139)
Fund Balance, July 1	<u>706,047</u>	<u>706,047</u>	<u>706,047</u>	<u>-</u>
Fund Balance, June 30	\$ <u><u>670,247</u></u>	\$ <u><u>670,247</u></u>	\$ <u><u>287,108</u></u>	\$ <u><u>(383,139)</u></u>



**VILLAGE OF FRANKLIN**  
**Building Department Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual**  
**For the Year Ended June 30, 2021**

	<b>Budgeted Amounts</b>			<b>Variance with</b>
	<b>Original</b>	<b>Final</b>	<b>Actual</b>	<b>Final Budget</b>
<b><u>Revenues:</u></b>				
Licenses and Permits	\$ 122,000	\$ 122,000	\$ 194,933	\$ 72,933
Charges for Services	3,500	3,500	51,795	48,295
Total Revenues	<u>125,500</u>	<u>125,500</u>	<u>246,728</u>	<u>121,228</u>
<b><u>Expenditures:</u></b>				
Safety Inspections	<u>129,689</u>	<u>129,689</u>	<u>144,710</u>	<u>(15,021)</u>
Excess (Deficiency) of Revenues Over Expenditures	(4,189)	(4,189)	102,018	106,207
Fund Balance, July 1	<u>489,766</u>	<u>489,766</u>	<u>489,766</u>	<u>-</u>
Fund Balance, June 30	\$ <u><u>485,577</u></u>	\$ <u><u>485,577</u></u>	\$ <u><u>591,784</u></u>	\$ <u><u>106,207</u></u>

## OTHER SUPPLEMENTARY INFORMATION

**VILLAGE OF FRANKLIN**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2021**

					Debt Service Fund		
	Garbage and Rubbish Collection	Fire	Library	Waste Water Management	2011 Bonds Debt Service	Total	
<b><u>ASSETS</u></b>							
Cash	\$ 72,197	\$ 49,570	\$ -	\$ -	\$ 7,449	\$	129,216
Accounts Receivable	-	-	-	2,850	-		2,850
Due from Other Funds	-	-	590	-	-		590
Total Assets	\$ <u>72,197</u>	\$ <u>49,570</u>	\$ <u>590</u>	\$ <u>2,850</u>	\$ <u>7,449</u>	\$	<u>132,656</u>
<b><u>LIABILITIES AND FUND BALANCE</u></b>							
Liabilities:							
Accounts Payable	\$ 270	\$ 2,777	\$ -	\$ 343	\$ -	\$	3,390
Accrued and Other Liabilities	-	-	-	-	-		-
Due to Other Funds	-	-	-	2,507	7,449		9,956
Deposits	-	-	-	-	-		-
Total Liabilities	<u>270</u>	<u>2,777</u>	<u>-</u>	<u>2,850</u>	<u>7,449</u>		<u>13,346</u>
Fund Balance:							
Restricted for Building Dept.	-	-	-	-	-		-
Restricted for Rubbish Collection	71,927	-	-	-	-		71,927
Restricted for Fire	-	46,793	-	-	-		46,793
Restricted for Library	-	-	590	-	-		590
Total Fund Balance	<u>71,927</u>	<u>46,793</u>	<u>590</u>	<u>-</u>	<u>-</u>		<u>119,310</u>
Total Liabilities and Fund Balance	\$ <u>72,197</u>	\$ <u>49,570</u>	\$ <u>590</u>	\$ <u>2,850</u>	\$ <u>7,449</u>	\$	<u>132,656</u>

**VILLAGE OF FRANKLIN**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2021**

	<b>Garbage and Rubbish Collection</b>	<b>Fire</b>	<b>Library</b>	<b>Waste Water Management</b>	<b>Debt Service Fund 2011 Bonds Debt Service</b>	<b>Total</b>
<b>Revenues:</b>						
Property Tax Revenue	\$ 162,951	\$ 415,289	\$ 220,431	\$ -	\$ -	\$ 798,671
Intergovernmental-State	120	247	131	-	-	498
Licenses and Permits	-	-	-	2,540	-	2,540
Charges for Services	36	-	-	-	-	36
Interest	-	-	-	-	26	26
Total Revenues	<u>163,107</u>	<u>415,536</u>	<u>220,562</u>	<u>2,540</u>	<u>26</u>	<u>801,771</u>
<b>Expenditures:</b>						
Public Safety	-	415,289	-	-	-	415,289
Public Works:						
Sanitation	189,628	-	-	-	-	189,628
Septic Inspection	-	-	-	10,636	-	10,636
Culture and Recreation	-	-	220,564	-	-	220,564
Total Expenditures	<u>189,628</u>	<u>415,289</u>	<u>220,564</u>	<u>10,636</u>	<u>-</u>	<u>836,117</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(26,521)</u>	<u>247</u>	<u>(2)</u>	<u>(8,096)</u>	<u>26</u>	<u>(34,346)</u>
Other Financing Sources (Uses):						
Transfers In	-	-	-	4,579	-	4,579
Transfers Out	-	-	-	-	(26)	(26)
Total Other Financing Sources(Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,579</u>	<u>(26)</u>	<u>4,553</u>
Net Change in Fund Balance	(26,521)	247	(2)	(3,517)	-	(29,793)
Fund Balance - July 1	<u>98,448</u>	<u>46,546</u>	<u>592</u>	<u>3,517</u>	<u>-</u>	<u>149,103</u>
Fund Balance - June 30	<u>\$ 71,927</u>	<u>\$ 46,793</u>	<u>\$ 590</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 119,310</u>

Street Scape Project Review  
as of 12/31/2021

2017 - 2021 Cash Flow

	402 - Streetscape Fund	202 - Major Street Fund	203 - Local Street Fund	Total	
Bond Proceeds	13,847,587.07				
Interest Earned	51,181.73				
Capital Outlay - Cash Paid	(13,085,479.12)	(955,472.19)	(635,338.82)	(14,676,290.13)	
Transfer to Local Streets	(210,271.38)			14,910,376.82	Total Capital expenses below
Overpayment received from Major Streets FY 2021	192,209.00			234,086.69	
<b>Cash Balance 12/31/2021</b>	<b>795,227.30</b>			<b>234,086.69</b>	FY 2022 expenses owed to general checking
Repayment to Major Streets	(192,209.00) *			0.00	
FY 2022 expenses owed to general checking	(234,086.69) *				
Cash Remaining	368,931.61				

Total Expenses per general ledger

	402 - Streetscape Fund	202 - Major Street Fund	203 - Local Street Fund	Total
2017	239,169.00	52,261.00	172,731.00	464,161.00
2018	7,573,074.91			7,573,074.91
2019	3,662,723.07			3,662,723.07
2020	613,712.59			613,712.59
2021	1,002,215.29	504,038.87	462,607.82	1,968,861.98
through 12/31/2021	228,671.19	399,172.08		627,843.27
	13,319,566.05	955,471.95	635,338.82	14,910,376.82

Total Expenses by Vendor

	402 - Streetscape Fund	202 - Major Street Fund	203 - Local Street Fund	Total
Asphalt Specialists	1,083,255.31	809,294.32	316,173.00	2,208,722.63
Cadillac Asphalt	10,367,783.64			10,367,783.64
Hubbell, Roth, and Clark	1,414,412.67	69,464.63	175,402.45	1,659,279.75
Land Design	2,077.50		67,636.09	69,713.59
Nowak & Fraus	275,630.75	76,713.00	56,060.00	408,403.75
Peter Basso			20,067.28	20,067.28
DTE	140.00			140.00
Vigilante Security	9,649.93			9,649.93
WRC	1,123.75			1,123.75
Bonding Costs	165,492.50			165,492.50
	13,319,566.05	955,471.95	635,338.82	14,910,376.82

\* Repayment made on 2/1/2022

**R E S O L U T I O N**  
**Village of Franklin Board of Trustees**  
**FY 2021-22 BUDGET AMENDMENT**

WHEREAS, regulations of the Michigan Department of Treasury require local units of government to make periodic amendments to the adopted annual budget to align revenues and expenditures with actual experiences that may exceed budgeted amounts, and

WHEREAS, the Village staff has been working with a financial consultant to upgrade our budgeting processes and assure compliance with Treasury guidelines, and

WHEREAS, a detailed report of recommended budget adjustments is attached hereto, and summarized as follows:

- General Fund Revenues (101-000) increase . . . . . 175,503  
Revised G.F. Total Revenue. . . . . 1,628,842
  
- Village Council Expenditures (101-101) increase . . . . . 40,965
- Village Clerk Expenditures (101-215) increase . . . . . 5,595
- Treasury/General Office Exp. (101-253) increase . . . . . 1,267
- Building and Grounds Exp. (101-265) increase . . . . . 21,850
- Community Programs Exp. (101-747) increase . . . . . 2,031
- General Insurance Exp. (101-851) increase . . . . . 610
- Transfer to Wastewater Fund (101-000) increase . . . . . 8,459
  - Total Increase in G.F. Exp. . . . . 90,777
- Decrease in Use of General Fund Balance . . . . . (84,726)
- Revised Ending General Fund Balance 6/30/2022. . . . . 1,285,614
  
- Major Street Fund Revenues (202) increase. . . . . 252,366
- Major Street Fund (202-451) Expenditure increase . . . . . 399,172
  - Revised Ending Major Street Fund Balance . . . . . 2,559
  
- Street Project Fund (402-000) Revenue Increase. . . . . 1,200
- Street Project Fund (402-900-812) Expenditure Inc. . . . . 478,383
- Street Project Fund (402-900-821) Expenditure Inc. . . . . 118,289
- Total Increase in Street Fund Expenditures . . . . . 596,672
- Revised ending Street Fund Balance. . . . . 1,530
  
- Wastewater Fund (542-000) Revenues . . . . . 225,804
- Wastewater Fund (542-371) Storm Sewer Expense . . . . . 225,804
  - Revised ending Wastewater Fund Balance . . . . . 0

NOW THEREFORE, it is resolved that the amendments proposed for the Village of Franklin FY 2021-22 operating budget as summarized above and more fully described in the attached budget document are hereby approved as proposed.

Approved this 14<sup>th</sup> day of February, 2022





Village of Franklin  
32325 Franklin Road  
Franklin, MI 48025

248-626-9666 Office

## CIVIC EVENTS PERMIT

NAME OF EVENT:

ORGANIZATION:

APPLICANT:

CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_ Email: \_\_\_\_\_

DATE(S) OF EVENT \_\_\_\_\_

TIME OF EVENT \_\_\_\_\_

DETAILED DESCRIPTION OF EVENT & LOCATION (Please fill below. Attach separate sheet if needed):

WHERE WILL PARTICIPANTS PARK?

Are You Requiring Any Street Closure?

Please Attach a Map Showing Proposed Street Closure

Will a tent larger than 120 sq. ft. be used during this event?  
Permit attached?

If yes, Building Permit Required Building

Temporary Sign Needed?

Are You Requiring a Banner Over Franklin Road?  
(Banner Policy Attached)

Sign application attached?

Have You Held This Event Here Before?

Expected Number of Participants \_\_\_\_\_

Does Your Organization Have any Affiliation with the Village of Franklin?

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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## **VILLAGE OF FRANKLIN**

### **Road Banner Policy**

Installation of any ropes, wires, signs or banners over or across a public road or other public place in the Village of Franklin shall require permission from the Village Council and shall comply with the following:

#### **TYPE**

Road banners may be permitted only for non-commercial, non-political, non-profit, community or civic events that will be open to the general public. Banners relating to private events or private business, or containing commercial advertising or political or religious messages are not permissible.

#### **APPLICATION**

Persons or groups requesting the installation of banners must complete a Civic Events Permit. The completed Civic Events Permit must be filed with the Village Clerk. With submission of the Permit, the applicant must provide a commercial general liability insurance certificate to the Village Clerk evincing the coverages required by this policy.

#### **DISTRIBUTION**

When a completed application is filed with the Village Clerk, the Clerk shall refer it to the Building Official, the Police Department and the Fire Department for review before presenting it to the Village Council for approval.

#### **CALENDAR**

The Village Clerk shall keep a calendar of requested and scheduled installations and removals and their locations.

#### **RECOMMENDATION**

After receiving the application and reviewing the specifications, location and request dates, the Building Official shall recommend whether to approve, approve with conditions, or deny the applicant's request, subject to final decision by the Village Council.

#### **INSTALLATION/REMOVAL**

After approval of the application, the banner shall be provided to the Fire Department who will install and remove the banner at the approved location(s) during weekday regular business hours. Applicants must provide a sufficient number of two-inch steel screw type of carabiners and nylon rope for the installation of the banner.

#### **INSURANCE**

The applicant shall provide and carry commercial general liability insurance, including premises and completed operations, through companies licensed and admitted to do business in Michigan. This insurance shall provide protection from all claims of damage or injury, including death, to persons and

property which may arise out of, result from or be caused by applicant's banner installation, with occurrence and aggregate limits of not less than \$1,000,000.

The Village of Franklin and the Franklin-Bingham Fire Department, the owner of 32654 Franklin Road, and their officials, officers, employees, agents and volunteers shall be named as additional insureds and this coverage shall be endorsed on the certificate and policy. The following statement must be inserted into the description portion of the insurance certificate.

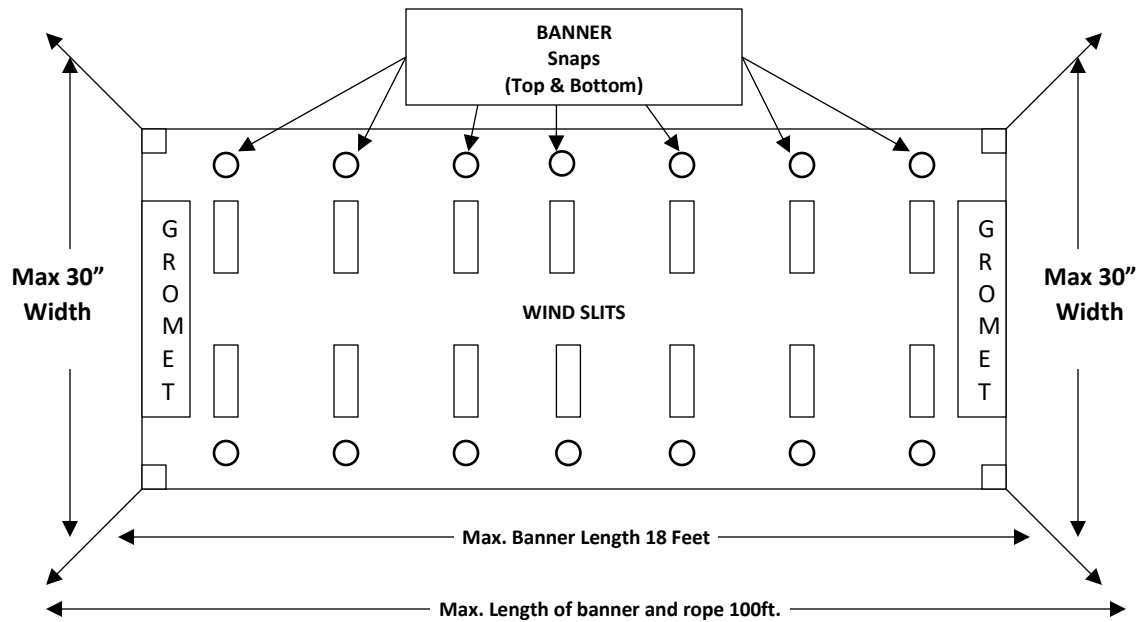
**The Village of Franklin and the Franklin-Bingham Fire Department, Golfdale LLC (3878 Long Meadow Lake, Lake Orion MI 48359) and their officials, officers, employees, agents, and volunteers are additional insureds. This coverage is primary to the Village and the Fire Department and not contributing or pro rata with any other insurance or similar protections which is or may be available to or carried by the Village or Fire Department.**

The certificate shall state (30) thirty-days advance written notice shall be provided to the Village Clerk in the event of cancellation, renewal, or material change in the coverage.

The insurance shall be in effect during the installation of the banner, while the banner is hanging and during the removal of the banner and shall include the poles to which the banner is attached.

**HOLD HARMLESS**

To the fullest extent permitted by law, the applicant agrees to hold harmless, indemnify and defend the Village and the Fire Department, and their officials, officers, employees, agents and volunteers against all lawsuits, demands, claims, judgments, cost of repair or replacement of any damaged poles or electrical equipment, costs, losses, attorney fees and expenses resulting therefrom.



**MINIMUM SPECIFICATIONS FOR BANNER INSTALLATION:**

1. Combined length of banner and rope shall be a maximum of 100 ft.
2. The four (4) corners shall be reinforced and have grommets on each corner.
3. The banner shall have four (4) ropes of equal length.
4. The banner shall have snaps a minimum of two (2) ft. apart.
5. The banner shall have a minimum of ten (10) wind "u" slits in two (2) rows, with a minimum of five (5) slits in each row, for a eighteen (18') ft. banner.
6. Banners are to be a width which will meet minimum clearance for public highways. It is suggested that banners be no wider than thirty (30") inches to meet the roadway clearance of eighteen (18') ft.
7. Banner must be made with a durable, weather-resistant, non-paper fabric. Contact the Building Official before ordering banners to ascertain whether material is suitable.

August 06, 2021

Village of Franklin  
32325 Franklin Road  
Franklin, Michigan 48025

Attention: Village President and Council Trustees  
Roger Fraser, Village Administrator

Re: Proposal for Professional Design Engineering Services  
Storm Sewer Maintenance Services Contract (RFP)

HRC Job No. 20210745.86

Dear Ladies and Gentlemen:

Thank you for the opportunity to allow Hubbell, Roth & Clark, Inc. (HRC) to submit this proposal for professional design engineering services. We understand that the Village wishes to embark on an annual Storm Sewer Maintenance Program as it pertains to the Village's storm water assets (i.e., sewer pipes, drainage structures, outfalls, etc.). In accordance with recent discussions between HRC and the Village, as Consulting Engineers for the Village, HRC has prepared the proposal as per the following guidelines:

- 1) Develop a Request for Proposal (RFP) for a Storm Sewer Maintenance Services Contract and solicit bids from prospective contracting firms, complete with maps, details and technical specifications, to perform annual Village-wide storm sewer maintenance services, including sewer televising, cleaning, and grouting, lining, and/or replacement, as required, for a program duration of three (3) years with optional one (1) year extensions, and
- 2) The first year's work – 2021 – would entail the preparation of maps, details and specifications for a proposed Storm Sewer Maintenance Program within the downtown area which would include sewer televising, cleaning, and grouting, lining, and/or replacement, as required, for all assets within the Franklin Road storm sewer system (between 14 Mile and Scenic Hwy), the Carol Street drain (from Carol Street dead end in the FCA field to the Franklin Branch of the River Rouge outfall east of Bowden).

### **Background:**

In accordance with the Village President's email request in April 2021, HRC provided a map of the Village's storm structures, outfalls and pipe for the entire Village as well as a zoomed in map of downtown Franklin Road and the surrounding area. (See maps attached). Mr. Lamott had communicated with the State Representative Kyra Bolden's staff about potential funding to inspect, clean and repair Village-owned storm sewers that were not rehabilitated as part of the recent Franklin Road Streetscape project. That project's consultants, Nowak & Fraus, Inc. sent HRC their plans from the streetscape project early this year; however, the plans were not clear as far as which of the structures and pipe were rehabilitated and/or cleaned as part of their project. We do know that additional storm structures were added along the downtown area to accommodate the new streetscape. Nowak & Fraus, Inc. stated they would give us a breakdown later when the record drawings are complete.

Delhi Township  
2101 Aurelius Rd.  
Suite 2A  
Holt, MI 48842  
517-694-7760

Detroit  
535 Griswold St.  
Buhl Building, Ste 1650  
Detroit, MI 48226  
313-965-3330

Grand Rapids  
1925 Breton Road SE  
Suite 100  
Grand Rapids, MI 49506  
616-454-4286

Howell  
105 W. Grand River  
Howell, MI 48843  
517-552-9199

Jackson  
401 S. Mechanic St.  
Suite B  
Jackson, MI 49201  
517-292-1295

Kalamazoo  
834 King Highway  
Suite 107  
Kalamazoo, MI 49001  
269-665-2005

Lansing  
215 S. Washington SQ  
Suite D  
Lansing, MI 48933  
517-292-1488

Further, as similarly stated in our proposal for the implementation of drainage studies for four (4) areas that experienced significant flooding during the June and July rain events, the Village has great concerns with the flooding occurrences that have occurred this summer, in particular, along Franklin Road, where several sections were impassable during the recent flooding occurrence.

### **Development of Contractor RFP's:**

Based on the aforementioned, we are of the understanding that the Village would like to have a bid package prepared to investigate, evaluate and clean the storm sewer pipes and outfalls and to administer an improvement project for rehabilitation of the storm water assets, as required.

From our GIS records, the total number of known manholes and catch basins in the Village are 94 and 34, respectively, with 30 and 13 of them, respectively, being in the vicinity of downtown Franklin and the Carol Street Drain. Further, the total length of known storm sewer pipes in the Village is approximately 10,800 lft. with 3,300 lft. being in the vicinity of downtown Franklin and the Carol Street Drain. Finally, there are 86 total outfalls in the Village, with only 1 in the downtown area (at the end of the Carol Street Drain); however, a cost to inspect these will not be included herein as these inspections are done as part of the MS4 Program.

With this, HRC will prepare the sewer inspection (televising, cleaning) and rehabilitation (grouting, lining, replacement) contract provisions, the associated bid specifications, GIS maps, insurance and bond requirements, and bid the **Village-wide** project. The Sewer Maintenance Services Contract will be set up with the following expectations:

1. The Village, with HRC's assistance, will take bids and award a three (3) year Contract to a sewer maintenance contractor so the work could commence in Fall, 2021, if required.
2. The new 3-year Contract would be bid and awarded with the flexibility and understanding of the contractor that the Contract may be extended an additional one (1) to two (2) year period.
3. The first year's work – 2021 – would include work for all storm water assets within the downtown area, which includes the Franklin Road storm sewer system (between 14 Mile and Scenic Hwy) and the Carol Street drain (from Carol Street dead end in the FCA field to the Franklin Branch of the River Rouge outfall east of Bowden).
4. The Village will need to establish a budget that will be allocated each year, including contingency and engineering costs. A list of sewers to be investigated and structures to be rehabilitated (based on HRC inspection of them) would be compiled each January (or at another time as per the Village Administrator) and given to the contractor to match the budget for that fiscal year.
5. HRC will perform inspection of the storm manholes and catch basins using Manhole Assessment Certification Program (MACP) ratings. The selected contractor would be responsible for rehabilitation of storm structures, as per HRC's direction.
6. The contractor will be expected to provide a log and video (on flash drive, external hard drive, or cloud-based delivery) of all sewers before and after any type of rehabilitation upon project completion and before final payment is made.
7. The Village and HRC will require the contractor to provide unit prices for pipe sizes ranging from 12" to 36" in diameter with the understanding that the majority of the sewers are 12", 15" and 36" (Carol Street Drain) for each year of the proposed Program.

### **Scope of Design Engineering Services and Fees:**

Based on the above expectations for the Sewer Maintenance Services Contract, we offer the proposed contractor RFP preparation costs and timeline as indicated below. As part of the process, we would also develop a contractor prequalification specification, evaluate all submittals, and provide written recommendations on contractor selection. The tasks, time frames, and estimates of cost to develop the contractor RFPs are as follows:

1. Prepare the Request for Proposals and Prequalification Requirements, Statement of Qualifications, Sewer Lining Contract Provisions, Bid Specifications, Maps (GIS), Insurance and Bond Requirements: HRC would complete this task utilizing our standard specifications format and requirements as a basis within two (2) months at a cost not to exceed **\$8,500**. Included under this task is the following:
  - a. Notify/coordinate this project with Utility Agencies to assist in avoiding future conflicts.
  - b. Access asset inventory/database and record drawings in GIS system and identify the sewer sections to be included in the program.
  - c. Prepare preliminary Construction Documents and Cost Estimates and provide them to the Village for review.
  - d. Conduct Design Coordination Meetings at the beginning of the project and at 50% Construction Document Completion Stages, if required.
  - e. Assist Village staff with the planned public engagement effort, including flyer creation and distribution.
  - f. Prepare permit applications for EGGLE Wetland/JPA, Oakland County Soil Erosion Control, and RCOC ROW permits (as required).
  - g. HRC will prepare and provide the bid package (final maps, details, specifications, Engineer's estimate, and other bid documents, as required) and assist with advertising for bidding.
2. Evaluate the Proposals and Qualifications of the Applicants: HRC and the Village's Administrator will assist in the bidding process, review the submittals, check references, and make recommendation for award to the Village Council. HRC would complete this task within two (2) to three (3) weeks of the submittals at a cost not to exceed **\$3,200**. Should pre-award interviews or facility visits be necessary, this cost would be additional.
3. Village Council Meetings and Preparation of Contract Documents: After HRC and the Village's Administrator have evaluated all Applicants and made their recommendation, HRC will assist the Village in documenting the process. In addition, HRC would attend the Village Council Meeting for the award and prepare the Contract Documents. This task would be done at a cost not to exceed **\$1,500** and be completed within one (1) to two (2) weeks of the Council meeting discussed above.

In addition to the above services for preparation of the RFPs, HRC will provide the following detailed tasks during the design and project planning stages.

1. HRC's GIS Department will assign a unique identification number to each structure and pipe drawn in the GIS which will serve as the link to the remaining attributes and any future inspection data collected by the Village. It is important that all pipes and structures be assigned an ID prior to any inspection or CCTV work being completed. This task would be included in the cost for preparation of the RFP's, as described above.
2. HRC will perform storm manhole and catch basin inspections of the storm sewer system for the entire



Village using Manhole Assessment Certification Program (MACP) ratings. The selected contractor will be responsible for rehabilitation of storm structures, as per HRC's recommendations. As far as the estimated cost for this task, as mentioned earlier, until we receive more detail from Nowak & Fraus, our office's estimated cost would be approximately **\$11,500** for inspection of the approximate 130 known structures.

### **Design Engineering Fees:**

Based on the services described herein, we estimate the total design engineering fees to be as follows:

Task 1 – Prepare the Request for Proposals (RFP) Bid Package	\$ 8,500
Task 2 – Evaluate the Proposals and Qualifications of the Applicants	\$ 3,200
Task 3 – Village Council Meetings and Preparation of Contract Documents	\$ 1,500
Task 4 – Storm Manhole and Catch Basin Inspection	\$ 11,500
<b>Total Not-to-Exceed Fee</b>	<b>\$ 24,700</b>

### **Estimated Construction Costs:**

Estimated construction costs to clean, inspect, televise, and rehabilitate the storm system for the entire Village, including the downtown area and Carol Street Drain, would be as follows. Note that a 10% contingency is included in the costs below.

#### *Village-Wide Summary (includes Downtown/Carol Drain):*

Cleaning of Village-owned Storm Manholes and Catch Basins	\$ 93,060
Televising and Cleaning of Village-owned Storm Sewer Pipes	\$ 102,578
<b>Total Estimated Construction Cost – Village-Wide Cleaning</b>	<b>\$ 195,638</b>

#### *Downtown Area/Carol Street Drain Summary:*

Cleaning of Village-owned Storm Manholes and Catch Basins	\$ 36,850
Televising and Cleaning of Village-owned Storm Sewer Pipes	\$ 58,388
<b>Total Estimated Construction Cost – Downtown/Carol Drain Cleaning</b>	<b>\$ 95,238</b>

Further, the estimated construction cost would be approximately \$250,000 to \$300,000 (assuming approximately half of the pipes need lining or replacement) for rehabilitation of the structures (grouting, pointing) and pipes (lining or replacement). These costs will be refined once the structure and pipe inspections are complete.

### **Clarifications:**

1. Construction Engineering services are not included in this proposal and will be outlined after the bid opening. HRC will provide an additional proposal to include construction engineering, construction administration, materials testing (if needed), progress meetings, record drawing preparation, and full-time construction observation.
2. Grading easement acquisition services are not included in this proposal but can be provided on a time and material basis if needed.

**Summary:**

In summary, we estimate the overall design engineering budget to develop the Request for Proposal (RFP) for a Storm Sewer Maintenance Services Contract, with the first year's work being the storm system in the downtown area and Carol Street Drain, to be a cost not to exceed **\$24,700**. This does not include construction engineering costs which HRC will provide after bidding upon the Village's request. This also does not include an evaluation of current sewer conditions or establishing priority lists for the actual work to be performed. HRC may also will provide a cost estimate for that as requested.

We believe this is the most cost-effective way to proceed with annual sewer maintenance work. At this time, we are requesting your authorization to proceed in this manner. We anticipate that the preparation of the Sewer Maintenance Services Contractor RFP's and all the associated documents mentioned herein as well as the bid and recommendation for award of a contractor can be completed prior to the end of summer, 2021 so that the sewer investigations could begin in Fall, 2021, if necessary. We are available to discuss this matter in more detail should you so desire.

Very truly yours,

Accepted By:

HUBBELL, ROTH & CLARK, INC.

Village of Franklin



James F. Burton, P.E.  
Vice President

Signature: \_\_\_\_\_



Edward Zmich  
Project Manager

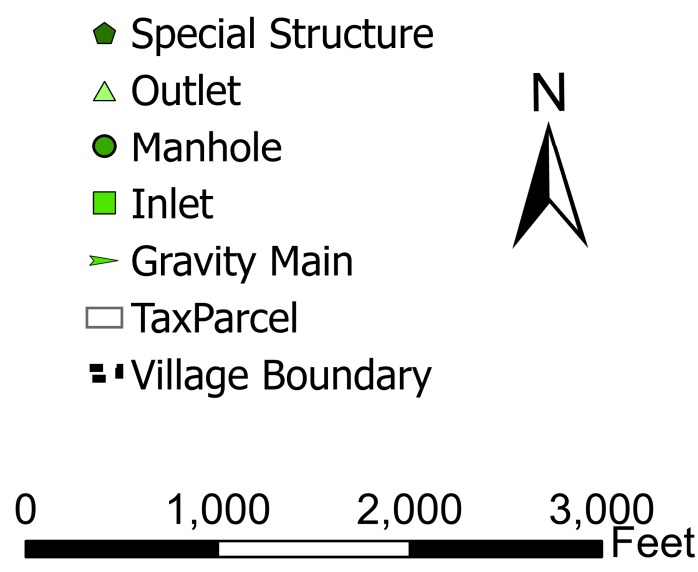
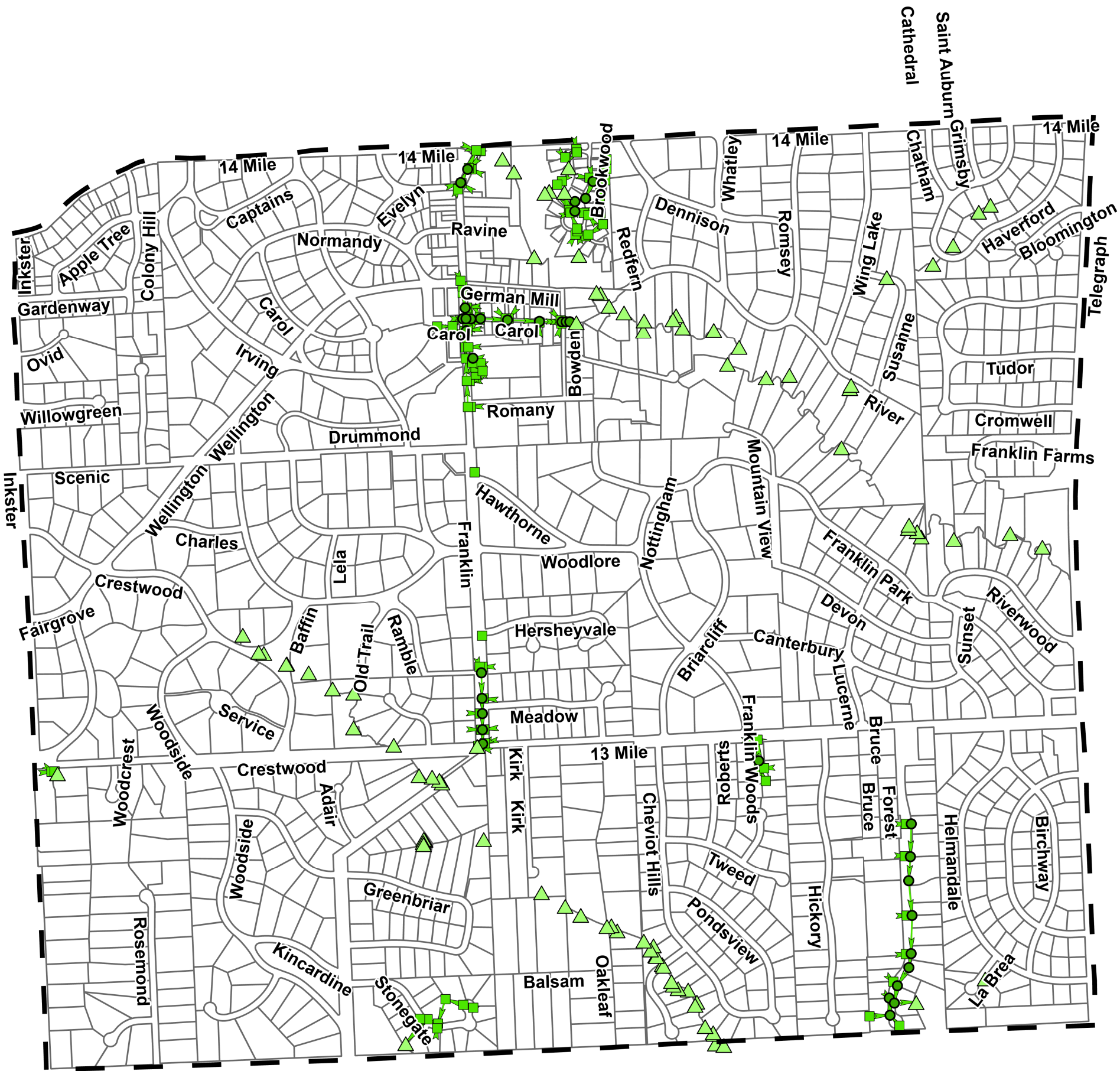
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Title: \_\_\_\_\_

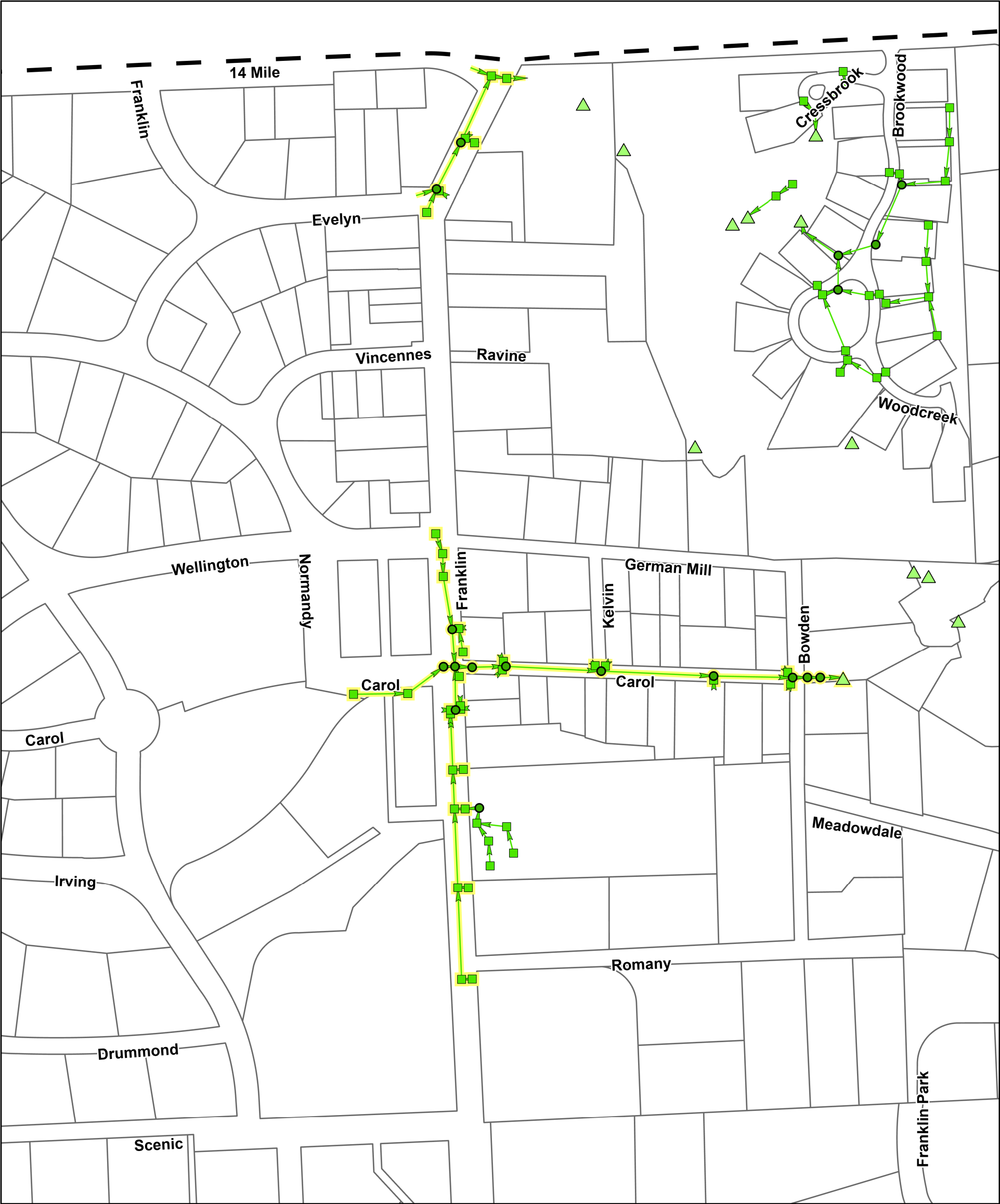
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Dated: \_\_\_\_\_

pc: Village of Franklin; Heather Mydloski  
HRC; Business Office, File



# Village of Franklin Storm Water System



# Village of Franklin Franklin Road Storm Water System

- ◆ Special Structure
- ▲ Outlet
- Manhole
- Inlet
- Gravity Main
- TaxParcel
- Village Boundary
- Included in Summary Table

0 250 500 750 Feet



**HRC**  
HUBBELL, ROTH & CLARK, INC  
CONSULTING ENGINEERS SINCE 1915



December 10, 2021

Village of Franklin  
32325 Franklin Rd.  
Franklin, MI 48025

Attn: Mr. Roger Fraser, Village Administrator

Re: Recommendation for Award and Bid Tabulation  
Carol Street Drain Investigation

HRC Job No. 20211074.09

Dear Mr. Fraser:

We have reviewed the bids received on Thursday, December 9, 2021 for the Carol Street Drain Investigation project and have found them to be in order. There were two (2) bids received. The low bidder was Pipetek Infrastructure Services of Livonia, Michigan with a Bid of **\$21,555.00**. The Engineer's Estimate for the project was \$39,985.00.

The project consists of televising, cleaning and assessment of the Carol Street drain, beginning at the inlet on the east end of Irving Road, through the Franklin Community Association (FCA) field, and across Franklin Rd to the outlet at Carol Street and Bowden Ln, where it discharges into the Franklin Branch of the Rouge. The Carol Street Drain consists of 30" and 36" diameter reinforced concrete pipe, while the project also includes televising, cleaning and assessment of the lateral sewers that discharge into the Carol Street Drain and range from 8" to 24".

In order to streamline the bidding process, five (5) qualified contractors were invited to bid on the project in lieu of a public bid. All invited contractors have performed successfully on previous projects for this office.

On the basis of the above, this office recommends award of the Carol Street Drain Investigation project to Pipetek Infrastructure Services of Livonia, Michigan, with a total estimated cost of **\$21,555.00**, subject to the submission of the necessary bonds and insurance. We recommend that an additional 10% contingency (**\$2,155.50**) be added to the low bid amount. Further, the total construction engineering/administration budget would be a not-to-exceed maximum of **\$3,500.00**. This cost includes part-time construction observation by HRC. If full-time observation is required, we will submit a revised budget upon request. Further, HRC will review the sewer videos for completeness and clear views; however, analysis and recommendations for future improvements are not included in the budget at this time.

Based on the above, the total budget for the Carol Street Drain Investigation, including costs for contingencies and construction engineering, is a not-to-exceed maximum of **\$27,210.50**. If you have any questions or comments or require any additional information, please do not hesitate to call.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Edward Zmich  
Project Engineer

EDZ/mas  
Attachment: Bid Tabulation

pc: Village of Franklin; Heather Mydloski  
HRC; J. Burton, M. Stark, B. Defrain, File

BID TABULATION  
CAROL STREET DRAIN SEWER INVESTIGATION  
VILLAGE OF FRANKLIN  
OAKLAND COUNTY, MICHIGAN

Hubbell, Roth & Clark, Inc.  
555 Hulet Drive  
P.O. Box 824  
Bloomfield Hills, MI 48083-0824

Pipetek Infrastructure Services  
12119 Levan Rd  
Livonia, MI 48150  
(734) 921-3054

Inland Waters Pollution Control  
4086 Michigan Ave  
Detroit, MI 48210  
(313) 899-3014

Item	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1. Mobilization (Max 5%)	1 LS	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
2. Televis and Clean, 8" Storm Sewer	400 Lft	\$ 4.00	\$ 1,600.00	\$ 2.50	\$ 1,000.00	\$ 4.50	\$ 1,800.00
3. Heavy Cleaning, 8" Storm Sewer (if needed)	50 Lft	\$ 1.50	\$ 75.00	\$ 0.50	\$ 25.00	\$ 4.50	\$ 225.00
4. Televis and Clean, 12" Storm Sewer	230 Lft	\$ 6.00	\$ 1,380.00	\$ 3.00	\$ 690.00	\$ 4.50	\$ 1,035.00
5. Heavy Cleaning, 12" Storm Sewer(if needed)	50 Lft	\$ 2.00	\$ 100.00	\$ 0.50	\$ 25.00	\$ 4.50	\$ 225.00
6. Televis and Clean, 24" Storm Sewer	200 Lft	\$ 10.00	\$ 2,000.00	\$ 3.25	\$ 650.00	\$ 7.50	\$ 1,500.00
7. Heavy Cleaning, 24" Storm Sewer (if needed)	50 Lft	\$ 3.00	\$ 150.00	\$ 0.50	\$ 25.00	\$ 7.50	\$ 375.00
8. Televis and Clean, 30" Storm Sewer	915 Lft	\$ 12.00	\$ 10,980.00	\$ 5.00	\$ 4,575.00	\$ 7.50	\$ 6,862.50
9. Heavy Cleaning, 30" Storm Sewer (if needed)	100 Lft	\$ 4.00	\$ 400.00	\$ 0.75	\$ 75.00	\$ 7.50	\$ 750.00
10. Televis and Clean, 36" Storm Sewer	860 Lft	\$ 15.00	\$ 12,900.00	\$ 6.50	\$ 5,590.00	\$ 7.50	\$ 6,450.00
11. Heavy Cleaning, 36" Storm Sewer (if needed)	100 Lft	\$ 5.00	\$ 500.00	\$ 1.00	\$ 100.00	\$ 7.50	\$ 750.00
12. Maintaining Traffic	1 LS	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
13. Restoration	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
43. Observation Crew Days	Days @ \$760	5	\$ 3,800.00	5	\$ 3,800.00	14	\$ 10,640.00
<b>Total</b>		\$	<b>39,985.00</b>	\$	<b>21,555.00</b>	\$	<b>42,612.50</b>

ENGINEER:  
Hubbell, Roth & Clark, Inc.  
555 Hulet Drive  
P.O. Box 824  
Bloomfield Hills, MI 48083-0824



**AGREEMENT**  
**BETWEEN**  
**VILLAGE OF FRANKLIN**  
**AND**  
**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

**Effective January 1, 2022 through December 31, 2024**

VILLAGE OF FRANKLIN  
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PREAMBLE

Agreement between the Village of Franklin, a Michigan Municipal Corporation (herein "Employer" or "Village"), and the Command Officers Association of Michigan (herein "Union").

ARTICLE I  
AGREEMENT SCOPE

1.1: Employees Covered. The Village of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for all sergeants and lieutenants. Command officers shall refer to Article III for an outline of their duties and responsibilities, in addition to what is outlined in G.O. 14-003. As used in this Agreement, the term "command officer" shall refer to an employee who holds the rank of sergeant or lieutenant.

1.2: Persons not covered. This Agreement does not apply to any person employed by Employer as a police officer, part-time police officer, part-time employee, and volunteer or to any other person not covered by Paragraph 1.

ARTICLE II  
UNION STATUS

2.1: Checkoff. During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the periodic dues required by the Constitution and Bylaws of the Union from the pay of each employee who executes an authorization for payroll deduction form. The amounts to be deducted shall be certified to the Union by the Employer.

ARTICLE III  
DUTIES AND RESPONSIBILITIES

3.1: Major duties and responsibilities of sergeants and lieutenants are as follows. This list is not all inclusive.

- A. Provide for the periodic review of shift operations by reviewing tape recorded transmissions and

discussions with citizens with whom shift personnel come in contact.

- B. Supervise road patrol activities to ensure their efficiency, and shall personally respond to an incident, intervene in patrol activity, or relieve personnel as required.
- C. Conduct daily briefings with shift personnel.
- D. Assist in the regular evaluation of individual officer performance and review of shift effectiveness. The Lieutenant will assist in the regular evaluation of Sergeant performance and effectiveness.
- E. Assure dissemination of and compliance with Departmental orders, policies, and procedures by all shift personnel.
- F. Effectively supervise the response of shift personnel to criminal complaints, calls for service, and assure that all police reports and associated documents are properly prepared and submitted.
- G. Motivate subordinates by taking a personal and active interest in their sphere of operations. Identify and recommend training opportunities for subordinates. Schedule training in consultation with the Chief of Police.
- H. Initiate frequent personal discussions with subordinates in order to assist them with their operative needs or concerns.
- I. Bear responsibility for the proper conduct of his/her immediate subordinates and discipline as required (after appropriate inquiry is conducted of alleged improper conduct).
- J. Maintain harmony within the department by assuring cooperative efforts among subordinate personnel.
- K. Perform unspecified tasks as delegated to them by the Chief of Police. The Lieutenant position will

serve as Acting Chief at times when the Chief is unavailable. The Lieutenant will be asked to conduct formal briefings to Council, community groups, and others in the absence of the Chief of Police.

- L. Notify the Chief of Police in a timely fashion, of any major investigative activity which is occurring in the jurisdiction.
- M. Assist in managing the Reserve Officer corps by helping with training, scheduling and other administrative actions as directed by the Chief of Police.
- N. Assist in managing the maintenance of the police department building, the patrol vehicles, department owned firearms, and other property.

#### ARTICLE IV REPRESENTATION

4.1: Stewards. The bargaining unit shall be entitled to two unit officers who shall function as steward, each of whom must be a non-probationary employee. The names of employees selected as steward shall be forwarded to the Employer in writing.

4.2: Union Business. Stewards will be permitted reasonable time off to function in the grievance procedure when required, and to investigate grievances in their area of representation. Before taking such time off, the steward must obtain permission from his/her supervisor to leave his/her duty station for such activity. Pay for such time shall be at the employees' regular rate of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) steward per shift shall receive pay for such activity during any workday. Duty station is defined as the geographical boundaries of Franklin Village and the Village of Bingham Farms, as to Bingham Farms, only for so long as Franklin Village continues to provide police services to Bingham Farms.

4.3: Union Bulletin Board. The Employer will make a bulletin board area available for use of the employees and the Union for the

purposes of posting notices of Union activities and other official announcements. Said bulletin board shall not be used for any personal employee use.

ARTICLE V  
SENIORITY

5.1: Probationary Period. Any employee hired or promoted after the effective date of this Agreement will be on probation until they have worked for a period of one (1) year in a position covered by this Agreement. During this probationary period, a newly hired employee may be terminated while a newly promoted employee may be demoted to their prior rank with the Village. An employee demoted to Police Officer shall be allowed to return to the Police Officer unit in accordance with that unit's agreement. The Employee will have no rights under the grievance procedure with respect to such termination. Upon successful completion of the probationary period, said employee's seniority will be made retroactive to date of hire. Time lost from work shall be discounted from the applicable one-year period. Time served in a part-time status does not count towards the employee's seniority or have any impact on the "one year" probationary period to be served as a full-time command officer.

5.2: Seniority.

- A. Acquisition of seniority by probationary employees is governed by Section 1 of this Article.
- B. Non-probationary employees will accrue seniority:
  - 1. While actively at work.
  - 2. While on holiday or vacation.
  - 3. For that part of any leave for military service preceding any voluntary extension of such service, so long as they comply with the conditions of such leave and has a statutory right to re-employment.
  - 4. Subject to Section 3 of this Article, for the duration of any leave for illness or



disability, so long as they comply with the conditions of such leave.

5. Subject to Section 3 of this Article, while on layoff.

C. Non-probationary employees will not accrue seniority:

1. On leave of absence other than one specified in Section 2, paragraph 2.2 of this Article.

2. This section does not apply to official assignments to task forces that are approved by the employer.

5.3: Loss of seniority. Non-probationary employees shall lose seniority and be terminated by:

A. Resignation;

B. Retirement;

C. Discharge unless voluntarily adjusted by the Employer or vacated by a valid Arbitration Award either accepted by the Employer or judicially confirmed;

D. Layoff for a period of two (2) continuous years or length of seniority whichever is less;

E. Absence from work more than (2) consecutive assigned workdays without notifying the Employer in advance and without providing a reasonable and valid excuse;

F. Failure to report for work on schedule from a vacation, leave of absence, layoff or disciplinary suspension without notifying the Employer in advance and without providing a reasonable and valid excuse.

G. Absence for one (1) consecutive year or length of seniority, whichever is less, for 1) an illness or

2) an off-duty related disability from the actual date of illness or injury;

H. Subject to law, voluntary extension of military record.

5.4: Layoff and Recall.

- A. Any layoff of any employee will be in reverse seniority order within job classification, subject to the ability of each senior employee to satisfactorily perform the remaining available work. The Employer will recall laid off employees by order of seniority to the ability of the employee to do the work available.
- B. Seniority employees will be given two (2) weeks' notice in advance of layoff.
- C. Bargaining unit layoffs will occur in the following order:
  - 1. Part-time and temporary employees
  - 2. Probationary employees
  - 3. Seniority employees
- D. Recall notices shall be by certified mail, return receipt requested to the employee's last known address as indicated in the employee's personnel file. It shall be the responsibility of the employee to keep his address current.
- E. The employee shall notify the Village within five (5) days from proof of delivery of their intent to accept the recall. Failure on part of the employee to timely notify the Village shall be deemed a resignation. Proof of inability to serve due to the employee's failure to comply with Section D, above, shall constitute proof of service or delivery and shall commence the running of the five (5) day period.

ARTICLE VI  
DISCIPLINE AND DISCHARGE

- 6.1:
- A. Exclusive of probationary employees whose terms of employment are covered by Article IV, Section 1, the Employer will discharge or discipline an employee for just cause and in the event of discipline or discharge the Employer will state the reason for discipline or discharge to the employee in writing and transmit a copy of such statement to the steward within 48 hours thereafter. The employer may, in its sole discretion, determine that discipline of less than the two (2) week suspension or termination is warranted in a particular case. However, it is understood that any such employer determination shall have no precedent setting effect to any other disciplinary matter.
  - B. A probationary period will be determined by the Employer if an officer or Command Staff is found in violation of policies, rules or procedures. A second or subsequent violation which may occur during that probationary period from the first violation will result in a much more severe punishment, as determined by the Employer.
  - C. Discipline shall be applied in a progressive manner beginning with verbal counseling. Discipline can/may escalate in severity depending on circumstances.
  - D. Any unit employee against whom a felony warrant is issued shall be suspended without pay during the pendency of any and all actions arising out of said warrant. At the conclusion of the Village's internal investigation the employee could be terminated from employment.

6.2: Disciplinary Investigation. Seniority employees will not be questioned concerning an investigation of disciplinary action until the arrival of a steward in the event they request the opportunity to have a union representative present during such questioning.

ARTICLE VII  
WORK OR BUSINESS INTERRUPTION

7.1: Strike, etc. Neither the Union nor any employee will instigate, encourage or engage in any strike, work stoppage, work interruption or other activity which would violate Act 336 of the Public Acts of 1947 as amended. Further, the Employer will not engage in any lockout during the period of the agreement.

7.2: Union Obligation and Liability. In the event of any violation of Section 1, above, the Union will immediately, on Employers request:

- A. Declare by whatever means Employer may reasonably request that such action is unauthorized and in violation of this Agreement.
- B. Order each employee to return to work or otherwise cease such violation.
- C. Take such steps as are available to it under its Constitution and Bylaws to enforce compliance with Section 1, above.

If the Union complies with these obligations, it will not be liable for any violation of Section 1, above, which it did not authorize.

7.3: Employee Liability. Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge, as it in its sole discretion may decide, any employee who violates section 1, above, and neither the Union nor employee will question that right. However, the issue of fact whether a particular employee violated such paragraph will be subject to the grievance procedure.

ARTICLE VIII  
GRIEVANCE PROCEDURE

8.1: A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

8.2: If any grievance arises during the term of this Agreement, such grievance shall be submitted to the following grievance procedure.

Step One. Any employee may present the grievance orally to his/her supervisor. The employee's steward shall be in attendance if the employee so requests, but shall be notified prior to any resolution taking effect under this step. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step 2.

Step Two. If the grievance is not resolved in Step 1, the employee or the Union on his/her behalf, may reduce the grievance to writing on the mutually accepted grievance form and present the grievance to the Chief of Police, or his/her designated representative, for a written answer. The written grievance shall be filed within ten (10) working days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Chief of Police, or his designated representative, shall give the employee an answer in writing not later than ten (10) working days after receipt of the written grievance.

Step Three. If grievance is not disposed of or resolved in Step Two, it shall be forwarded to the Village Administrator and/or Village President or his/her designated representative within ten (10) days of reply in Step Two. The Village Administrator and/or Village President or his designated representative shall meet with a Union representative (steward) within ten (10) days of receipt of grievance to discuss same and shall answer the grievance in writing within ten (10) days of the meeting.

8.3: Arbitration. In the event the grievance is not disposed of or resolved, to the satisfaction of the Union, in Step Three, the parties shall meet within five (5) days after receipt by the Union of the Employer's step three answer in an attempt to mutually select an arbitrator. In the event of no mutual selection the Union may thereafter request arbitration by written notice to the

American Arbitration Association, with a copy of notice to the Employer. A request for arbitration shall be made within fifteen (15) days of receiving the answer to the grievance in step three.

8.4: Pre-Arbitration Meeting. Upon request of either party, a meeting shall be held prior to the commencement of any arbitration proceeding in a final attempt to resolve the pending issue. The Village Administrator and/or Village President and a Command Officers Association of Michigan Business Agent shall be in attendance at such meeting.

8.5: Arbitrator's Function and Authority. It shall be the function of the Arbitrator, and they shall be empowered, except as his/her powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. They shall have no power to:

- A. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
- B. Establish salary scales or change any salary;
- C. Substitute his/her discretion or judgment for the Employer's judgment or discretion with respect to any matter this Agreement consigns or reserves to the Employers discretion or judgment;
- D. Interpret and set policy, practice or rule, except as necessary in interpreting or applying this Agreement;
- E. Formulate or add any new policy or rule;
- F. Establish or change any classification.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability, but shall limit the hearing to the issue of arbitrability solely upon mutual agreement of the parties. In the event that a case is appealed to an arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of this authority as set forth above. It shall be final and binding on the Union, its members, the Employer or employees involved.

The fees and expenses of the arbitrator shall be shared equally by the Village and the Union. All other expenses shall be borne by the party incurring them.

8.6: Claims for back pay. All grievances must be filed in writing within ten (10) days from the time the alleged violation occurred or became known. The Village shall not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed, exclusive of overtime payment grievances which shall be limited to the bi-monthly payroll period involved.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
- B. No decision in any one case shall require a retroactive wage adjustment in any other case.

8.7: At the time of the arbitration hearing, both the Village and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expense of the witnesses that they may call. Upon request of either the Village or the Union, or the arbitrator, a transcript of the hearing shall be made and furnished to the arbitrator with the Village and the Union having the opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the Village and the Union a reasonable opportunity to furnish briefs. The arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

8.8: Any agreement reached between Employer and the Union representative(s) is binding on all employees affected and cannot be changed by any individual. Further, no employee or group of employees will have the right to initiate an arbitration proceeding.



8.9: All grievances must be filed in writing within ten (10) days from the time the alleged violation occurred or became known to the grievant, or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Union within the time limit in that step, shall be deemed abandoned. If the Village does not answer a grievance within the time limits prescribed in this Article the grievance will be considered automatically referred to the next step of the grievance procedure. Time limits may be mutually extended by the Village and the Union in writing.

#### ARTICLE IX MANAGEMENT RIGHTS

The Employer on its own behalf and on behalf of its electors hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by municipalities, except such as are specifically relinquished herein, reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and lay off employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and determine the number of employees assigned to operation; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions; (i) to determine the qualifications and competency of employees to perform the available work; (j) to establish, change, combine or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Except as specifically abridged in this Agreement, all of the rights, powers and authority the Employer has prior to the signing of this agreement are retained by the Employer and remain within the rights of the Employer, provided however that no management right shall be exercised in violation of any of the specific terms of this Agreement.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Employer policy, the operation of the Employer and the direction of the employees are vested exclusively in the Employer or in its designated representatives when so delegated by the Employer. The exercise of judgment and discretion by the employer and its administrators not in conflict with the express terms of this Agreement shall be upheld.

#### ARTICLE X MISCELLANEOUS

10.1: Meeting. The employer and Union will confer at such reasonable times as either party may request to consider problems or, consistent with the requirements and limitations of Section 2 of this Article, any proposal for the amendment or supplement of this Agreement. So far as reasonably practicable, every such meeting will be held outside the steward's scheduled work time and the party requesting the meeting will notify the other party by advance writing of each subject it proposes to discuss.

10.2: Amendment. In reaching this Agreement, Employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplementation will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

10.3: Seniority employees have the right to examine their own individual personnel file upon reasonable notice given to the Chief of Police. Disciplinary action entered in said employee's file shall be read and/or acknowledged by signature of the employee.

Refusal by the employee to cooperate shall constitute acknowledgment.

10.4: It is understood that nothing contained in this Agreement has application to individuals serving as volunteer police officers or part-time police officers, except where specifically provided within this Agreement.

ARTICLE XI  
SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any such tribunal, the remainder of the Agreement and supplement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XII  
EMPLOYEE TRAINING AND DEVELOPMENT

12.1: The Employer may at its option send its employees to police school and/or seminars where they will obtain training appropriate to their employment with the Employer. Such schooling will be scheduled and determined by the Employer.

12.2: Tuition Payment. The Employer will reimburse employees for tuition for all criminal justice work and other course work appropriate to their employment with Employer under the following circumstances:

- A. The course and the school giving it are approved in advance by the Police Chief in writing.
- B. The employee successfully completes the course work with minimum grade of C or satisfactory. Upon presentation of proof of successful completion, the Village will reimburse the command officer for book and/or lab fees specifically required by said course.

- C. The Employer must have funds available for such reimbursement. Village Council shall have the sole authority to determine whether funds are available.
- D. The command officer will reimburse the Employer for tuition at the end of each semester which is not successfully completed by the command officer in accordance with (B) above.
- E. The above is the procedure relative to tuition for training and development not covered by Federal Government program and procedure.

12.3: Work hours. If any employee is required by the Employer to attend in-service training, seminars or school during any regularly scheduled workday, all time spent in attendance at such training or school shall be considered as time worked on that day provided, however, that no employee shall be entitled to more than eight (8) hours work credit for the attendance at any such training or school program on any one calendar day.

ARTICLE XIII  
SCHEDULING

13.1:

- A. All road patrol supervisors assigned to the patrol bureau will work a twelve (12) hour a day work schedule. Two (2) supervisors will be assigned to work the night shift, and one supervisor will be assigned to work the day shift. The day shift position will be rotated every six-month period to allow each supervisor to work one day shift period every 18 months.
- B. The schedule will be a twenty-eight (28) day cycle as per schedule attached to this article.
- C. The hours of work shall be 6AM-6PM and 7AM-7PM for days and 6PM-6AM and 7PM-7AM for nights. There shall be 2-day platoons (A&B) and 2-night platoons (A&B). When platoon A is working, platoon B is off, and vice-versa. At no time can both command

officers on a platoon request a PLD on the same day.

- D. Those serving at the rank of Sergeant and/or Lieutenant will be assigned by the Chief of Police based on the needs of the department. While seniority will play a role in the selection of shift assignments for patrol Sergeants and Lieutenants, the needs of the department are such that supervision will be required on both day and night shifts.
- E. All hours worked (other than scheduled hours), excess of a scheduled twelve (12) hour day, or eighty (80) hours in a pay period, shall be paid at the rate of one and one half times the command officers hourly rate (time and a half).
- F. The Employer shall retain the right to modify (1) one command officer's schedule on each shift (days and midnights), in reverse seniority order for a period of 2 consecutive months, for the purpose of an FTO program. After such time, the junior command officer displaced shall be placed back onto his/her shift.
- G. Training on a Scheduled Workday:
  - 1. Any scheduled training of eight hours or more constitutes a 12-hour day worked. Command officers attending scheduled training less than eight hours will report to the chief of police for assignment for the remaining work hours of their shift.
  - 2. The Employer reserves the right, for purposes of training, to send any command officer to training for two or more consecutive days or to one training block or regarding one subject matter. If the training falls on the command officer's leave day, the command officer may accumulate comp time (hour for hour only) for the training on leave days. (e.g. if the training on a leave day is an 8 hour block, the command officer shall accumulate 8 hours

of comp time) The comp time may be used in accordance with the collective bargaining agreement. If the command officer attends a one-day session that falls on the command officers leave day the command officer may opt for overtime instead of comp-time.

3. The Chief of Police will attempt to provide a 21-day notice advising the command officer of training.

13.2: Procedures outlined in this Section will not take priority over work scheduling changes outlined in Section 22.5.

ARTICLE XIV  
TRADING OF DAYS

14.1: Command officers may, no more than twice per month, trade workdays, providing that the trade does not involve overtime or overlapping shifts, and it is approved three working days in advance by the Chief of Police.

ARTICLE XV  
ILLNESS AND INJURY

15.1: Sick leave days shall be earned by employees at the rate of eight hours (8) per month with a right to accumulate days until a maximum of eight hundred (800) hours is reached.

15.2: Employees will be compensated when absent from work by reason of illness in accord with sick days earned by the specific command officer. In the event of long-term disability (not arising out of and in the course of employment) employees, after exhaustion of sick days, shall be compensated pursuant to long term disability insurance provided by the Employer. Upon Employer's request, medical proof of incapacity shall be furnished for absences of two (2) days duration or longer. Excessive use of sick time shall be subject to review and any abuses found shall be subject to medical review and/or disciplinary action.

15.3: Disability Injury Arising out of Course of Employment. Any employee who, out of the course of his/her employment, sustains a disabling injury or illness which is medically verified and meets

the requirements for compensation under the Michigan Workers Compensation Act shall not be required to utilize accumulated sick days for the seven-day waiting period required by the Michigan Workers Compensation Act. Any payments under the Workers Compensation Act which duplicate payments made by the Employer will be refunded to the Employer.

In the event that the claim of injury or illness does not qualify under the Michigan Workers Compensation Act, the employee shall receive full compensation in accordance with sick days earned by the employee. Thereafter they shall be compensated pursuant to the provisions of the long-term disability insurance policy, which the Employer maintains on behalf of its employees through the carrier of its choice. In the case of dual payment, Michigan Workers Compensation and long-term Disability insurance, the disability compensation shall be offset by the amount of payment received by the employee, pursuant to the Michigan Workers Compensation Act. Disability extended beyond the coverage of the long-term disability insurance policy shall be limited solely to workers compensation payment, if any.

15.4: Sick days should be used for personal illness, the illness of a dependent or family member, or for doctor, dental and related appointments, or for extended leave (see Section 8.6). Employees shall provide their department head with as much notice as possible if they cannot report to work. Absences two (2) days or longer in duration require a doctor's note.

15.5: Sick Time Payout. Once a command officer accumulates 800 hours, the Employer will compensate the command officer for one-half (2) of all unused sick days that exceed 800 hours for that year. Compensation at the rate of pay prevailing at the end of the previous year will be made in a separate check the first payday in February of each year.

15.6: Upon retirement, the Employer will compensate the command officer for one quarter (1/4) of all accumulated sick hours that the command officer has in his/her sick bank. This payment will be made at the prevailing rate of pay at retirement. The payment will be made within forty-five (45) days after retirement.



ARTICLE XVI  
INSURANCE

16.1: Health Insurance. The parties agree that the provision of health insurance is governed by the Publicly Funded Health Insurance Contribution Act, being MCL 15.561 et seq., and the Employer has the right to make the elections and allocations allowed in the that Act. The Employer shall maintain a comparable network to BCBSM Community Blue (i.e.: PPO Platinum network). See Appendix A.

- A. The medical plan carrier and benefits will not be changed without prior approval of the Union. The Employer shall pay the premium for the health insurance, as further defined in paragraph C below.
- B. Description of health care benefits is contained herein as Appendix A.
- C. Employees agree to pay twelve (12) percent of the premium for health insurance with the Employer paying the remaining eighty-eight (88) percent.
- D. Employees opting out of the Employer sponsored health insurance plan shall receive \$3,500.00 annually for non-participation in the plan. The \$3,500.00 stipend shall be pro-rated to the employee's anniversary date and then paid quarterly on the first full pay period of January, April, July, and October. The first full pay period will ordinarily be the second payday of the month. See Village of Franklin Personnel Policy Manual, section 9.10, for further details.

16.2: Life and AD&D Insurance. The Employer shall provide a \$75,000.00 life and AD&D insurance policy through an underwriter of its choice.

16.3: Dental Insurance. See Appendix B.

16.4: Vision Insurance. See Appendix C.

16.5: Retirement Health insurance. Upon retirement, (defined as a full unreduced retirement, as defined by MERS and a minimum of 20 years service) the Employer will continue to make available

health insurance (as referenced in Paragraph 15.1 above) for the employee and his/her spouse. The spouse of the retired employee shall be covered by retirement health insurance only if such spouse is married to the retired employee as of the date of retirement of said retired employee and continues to remain married to the retired employee during the time of eligibility for health benefits. The benefit level will be the same as provided to its active union employees. In the event the police department dissolves or disbands, the retiree benefit level will be maintained at the level of the last collective bargaining agreement negotiated, and the premium will be paid by the Employer using the 88%/12% split outlined in Article 16.1, paragraph C, above. Should the retired employee become eligible for health insurance coverage from another employer or another source, the retired employee must accept such alternative coverage and Employer's retirement health insurance coverage responsibility will cease. However, if the retired employee's eligibility for alternative health insurance coverage ceases, the retiree will be reinstated as provided above under the Employer's then current coverage for then-active employees, with the premium paid by Employer.

Should the retired employee predecease his/her spouse, the surviving spouse will continue to receive the same benefits. However, such surviving spouse shall only receive such health insurance benefits if married to the retired employee as of the date of retirement and the date of death of the retired employee. This benefit will cease in the event that the surviving spouse remarries, becomes divorced from the retired employee, gains employment with available health insurance coverage, or receives health insurance coverage from any other source. All retirees and their spouses must make application for, and enroll in Medicare coverage. The Employer-paid health insurance will remain in effect until each of the retiree and/or his/her spouse reaches the eligibility age of Medicare. The Employer's obligation for health care coverage for the retiree ends when the retiree becomes eligible for Medicare. Employer's obligation for health coverage for the retiree's eligible spouse ends when such spouse becomes eligible for Medicare.

ARTICLE XVII  
RETIREMENT BENEFITS

17.1: The Employer agrees to register and participate in Public Act 88 for the purposes of fulfilling retirement eligibility utilizing prior years of service from other municipalities.

17.2: All officers will be eligible to vest a retirement with ten (10) years of service with the Village as defined by MERS.

17.3: The Employer will cover all seniority employees hired prior to September 29, 2009 under the Michigan Municipal Employees Retirement System Contribution Program B-4 (2.5% multiplier), Fac-3, F-50 (retirement at age 50, with 25 years service), and effective January 1, 2006, E-2 (cost of living on retirement). The employee will contribute the following percent of his/her compensation toward the retirement plan:

<u>Date</u>	<u>Percent</u>
January 1, 2022	4.0%
January 1, 2023	4.0%
January 1, 2024	4.0%

Compensation includes all compensation used by the Michigan Employees Retirement System in computing Final Average Compensation.

17.4: The Employer will cover all employees hired after September 30, 2009 under the Michigan Municipals Employees Retirement System Contribution Program B-2 (2.0% multiplier), Fac-5, F-50 (retirement at age 50, with 25 years service). The employee contribution under this plan will be 5.0%.

ARTICLE XVIII  
HOLIDAY ALLOWANCE

18.1: Each employee shall be entitled to the following holidays: New Years Day, Martin Luther King Jr. Day, Easter, Law Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, and employee's Birthday.

18.2: Because the Employer's full-time operation is essential to the health, welfare and safety of the citizens of the Village of

Franklin, employees will not be excused from work on the holidays designated above, but when required to work will be compensated in accordance with Section 3, below.

18.3: The policy for payment of contractually approved holidays for police personnel is as follows:

When an approved holiday is worked, the command officer will be compensated at 1 1/2 times his/her normal rate of pay for each hour worked.

A lump sum payment will be paid to all command officers, at the straight time rate, for all holidays enumerated in Section 1. Payment will be made on a separate check the first full pay period in November. The first full pay period will ordinarily be the second payday of the month.

#### ARTICLE XIX VACATIONS

19.1 Upon promotion, Command Officers who are not already at top seniority on the vacation schedule shall receive 168 hours of vacation time upon their next anniversary date. If not already at top seniority for vacation time, Command Officers shall receive prorated vacation hours (168 maximum) from the date of their promotion to their next anniversary date.

There shall be a 168-hour cap on accumulated/carry-over vacation days.

19.2: Consumption of Vacation Time. The vacation period will be the twelve months following the employee's seniority date. Any vacation time that exceeds 168 hours can be sold back to the Employer at a maximum of 80 hours of accrued vacation days per calendar year. The days will be converted to cash, deducted from the command officer's vacation bank and paid at the regular compensation rate at the end of his/her seniority year.

19.3: The criteria for selection of vacations shall be rank, then time in rank and in cases where these factors are equal, by seniority with Employer.

19.4: If an employee is sick or disabled immediately prior to his/her vacation, and the employee provided medical proof of such

illness or disability, the vacation shall be rescheduled to a date that is mutually acceptable to the employee and the Chief of Police.

19.5: Vacations shall be divided into winter and summer vacations (summer is May 1 through October 31, and winter is November 1 through April 30). Summer vacations must be submitted for approval by April 1 and winter vacations by October 1. Vacation requests must be a minimum of one week (3 working days) to a maximum of 4 weeks. Summer vacations shall be approved/disapproved not later than April 14 and winter vacations not later than October 14.

19.6: Other vacation requests may be submitted during the year, but are subject to availability and approval of the Chief of Police.

19.7: Individual vacation days may be taken, provided the employee makes arrangements at the time of the request for another command officer to cover his/her shift, subject to the approval of the Chief of Police. If the command officer exhausts all efforts to find replacement coverage, the open shift will be assigned by the Chief of Police. Determinations of all vacation requests shall be approved within 14 days of the date the Chief of Police receives the request.

19.8: Personal and Compensatory days must be taken before utilizing individual vacation days.

#### ARTICLE XX

##### UNIFORM ALLOTMENT AND ALLOWANCE

20.1: Uniform Allotment. At the time of employment, the Employer shall furnish each employee with two (2) pairs of uniform trousers, two (2) long sleeve uniform shirts, two (2) short sleeve uniform shirts, one (1) winter jacket, one (1) spring/summer jacket, one (1) rain coat, one (1) garrison cap, two (2) uniform ties, one (1) holster belt, one (1) holster, one (1) handcuff case, one (1) magazine case, one (1) radio holder, two (2) collar pins, one (1) tie clasp, two (2) name tags.

Following the issuance of this uniform clothing and equipment, it shall be maintained, repaired, and replaced as necessary by the employee.

20.2: Uniform Allowance. The Employer shall make available to all full-time police officers and command officers a uniform allowance in the amount of \$1,000.00/per officer (command) annually for maintenance, repair and replacement and/or upgrade of his/her uniform clothing and equipment. The annual amount of \$1,000.00 will correspond to the Village's Fiscal Year (July 1 to June 30). The uniform allowance authorized in this section will begin on July 1, 2019.

20.3. The uniform allowance will be in the form of an "on account" system, where designated uniform retail stores will invoice the Village for each item purchased by the employee. Accounts will be established by the Village at major uniform and equipment stores, such as Nye Uniform, Unitex, Allie Brothers, Huron Valley Guns and Equipment, and other such police retailers.

Items for which the "on account" uniform allowance can be used are as follows:

1. Uniform shirts, long and short sleeve. Both Class A and Class B.
2. Uniform coats, to include:
  - A) Winter coat
  - B) Spring jacket
  - C) Raincoat
3. Uniform pants, both Class A and BDU (511) style.
4. Training shirts with PD badge logo, both long and short sleeve.
5. Training baseball caps with PD logo.
6. Class A garrison hat. To include rain cap.
7. Uniform ties.
8. Uniform shoes and/or boots.
9. Appropriate undershirt garments to be worn with uniform shirts.
10. Appropriate socks to be worn with uniform shoes/boots.
11. Badges.
12. Collar Brass for both uniform shirts and outer jackets/coats.
13. Name Plates.
14. Tactical flashlight.
15. Sam Browne belt, with keepers.

16. Uniform pant belt.
17. Holster for on-duty weapon, both for use on and off duty with duty weapon.
18. Handcuffs and case. Includes Flex Cuffs.
19. Chemical spray holster.
20. Taser holster.
21. Tourniquet holster.
22. For Detective (investigator) position only, business attire (shirt, tie, sports jacket, suit dress slacks).
23. Black turtleneck shirt, or mock turtleneck shirt, for winter uniform.
24. Ballistic vest carrier and attachments to carry authorized police equipment.
25. Winter ski cap with PD patch on same.
26. Orange traffic control vest.
27. Winter gloves and/or duty gloves and/or search gloves.
28. Tie clasp.
29. PREP holder.
30. Earpiece for PREP.
31. Police whistle and chain.
32. Duty bags.
33. Duty knives, to be carried while in uniform, on-duty.
34. Range finder for on duty purposes.
35. Other items with prior approval of the Chief of Police.

20.4: The Village will provide a bullet resistant vest to new employees at the time of employment unless the employee (police officer) already has his/her own vest that meets department standards. The bullet resistant vest is required to be worn at all times by uniformed officers while on duty. Exception is for Investigator and the Chief of Police. The Chief may make exceptions for uniformed command officers.

#### ARTICLE XXI PERSONAL LEAVE

21.1: All employees will be granted two (2) days personal leave time per year, providing a three (3) day advance notice is given to

or permission is granted by the Chief of Police. Personal leave days will be kept in a separate bank from other leave. Any unused personal days not used by the end of the year will be forfeited.

ARTICLE XXII  
BEREAVEMENT LEAVE

22.1: Full-time seniority employees will be eligible for two days of bereavement leave in the event of death in the immediate family and one day bereavement leave of the death of a family member other than immediate family (as defined in Section 21.3), which date shall be the day of the funeral. The employee shall be paid for such leave if absent on a scheduled workday. To be eligible for pay the employee must notify the Chief of Police of the leave and must provide proof of death if requested by the Employer.

22.2: Immediate family is defined as the employee's current spouse, his/her children, step-children, sister, brother, mother, father, mother-in-law, father-in-law, step-sister, step-brother, step-mother, step-father, domestic partners, parents of domestic partners, and grandparents.

22.3: Other than immediate family is defined as: nieces, nephews, aunts, uncles, cousins, brother-in-law and sister-in-law. Other family members and/or close relationships may be included at the discretion of the Chief of Police.

ARTICLE XXIII  
HOURS OF WORK AND OVERTIME

23.1: Normal Workday: Command Officer. A normal workday for a Command officer will be twelve (12) consecutive hours, except for two eight (8) hour days per pay period, including a meal period. Patrol Officers shall report for work in uniform and be prepared for work at the start of their scheduled shift and remain in uniform through the completion of their scheduled shift. Unless a technical problem has occurred, or for some other valid reason, Patrol Officers will remain signed-on to the patrol car computer system for the duration of their entire assigned shift. A minimum of 15 minutes shall be completed to qualify for overtime pay.



23.2: Normal Work schedule: Command Officer. A normal Work schedule for a command officer will consist of 160 hours in 28 days consisting of 12 twelve-hour days and two 8-hour days.

23.3: Work Obligation: Employee. Unless the employee has a reasonable and valid excuse, an employee will work (a) the time assigned to them as a normal workday and workweek, and (b) such reasonable in-service training as Employer may require.

23.4: Equalization of Overtime. This system is an equalization system based on total hours of overtime worked. All overtime offered is at the sole discretion of the Chief of Police. The Chief of Police should ensure all Officers are notified when overtime is posted. Notification can be made in person, by phone or through email. All prescheduled overtime should be posted at least twelve days but no less than 72 hours prior to need. The Prescheduled Overtime Record shall reset to zero accumulated hours for each Officer every fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).

A. When overtime is posted, Officers should sign their initials on the designated overtime slots they wish to work. At the beginning of the fiscal year, overtime will initially be offered to the most senior Officer, then to the next senior Officer. Overtime then is awarded to the most senior Officer with the least amount of overtime worked. Subsequent overtime slots will again be awarded to the Officer with the lowest total amount of overtime worked (anticipated overtime to be worked shall be included in the total amount of hours). If there are any vacant overtime slots after the posted deadline, the two lowest senior Officers shall alternate the obligation to fill the overtime vacancy. In the instance where an error on the part of administration is made regarding the overtime work order, the administration shall ensure the Officer aggrieved receives the next available overtime slot regardless of their total number of overtime hours worked.

B. Emergency overtime is any overtime need which occurs within less than 24 hours of an emergency event or other unforeseen circumstance justifying the immediate need for personnel. In the event emergency overtime is needed, the Chief of Police shall determine how many Officers are required and who is to be contacted. The Chief of Police may also delegate this authority to subordinate personnel in the event of an

emergency. Emergency overtime shall not be logged on the Prescheduled Overtime Record.

C. All Prescheduled Overtime Records shall be retained for a period of one (1) year.

23.5: Work Schedules. The Employer will post a schedule of an employee's work assignment five (5) days in advance of its start. Employer may change an employee's assignment by direct personal notice to the employee not less than forty-eight (48) hours in advance of said change for any reason it considers essential to its operation, and also may change the employee's assignment without advance notice to the employee: (A) in an emergency or circumstances beyond the Employer's control or; (b) when accommodating the particular employee involved.

23.6: Regular Hourly Compensation Rate. An employee's regular hourly compensation rate is defined as annual salary divided by 2080 hours.

23.7: Premium Compensation rate. An employee's compensation for work exceeding his/her normal workday workweek (overtime) will be one and one-half (1-1/2) times his regular hourly compensation rate. Except as required by law, no premium compensation rate will apply to work an employee does under a schedule arranged or rearranged to accommodate the employee.

23.8: Compensation Computation: Pyramiding and Compounding. Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this agreement.

23.9: Compensation Computation: Overtime Work. Compensation for overtime work will be computed in quarter (1/4) hour segments to the nearest (1/4) quarter.

23.10: Call Back.

A. Subject to Section 4, above, an employee called back to work after completing his/her assigned work and leaving the station will be guaranteed a minimum of three (3) hours pay at the premium compensation rate stated in Section 7, above.

- B. Court Appearances. An off-duty employee who is required to appear in court as a part of his/her employment with Employer will be guaranteed a minimum of three (3) hours pay at the premium compensation rate stated in Section 7, above.

23.11: Payday. Each employee will receive his/her paycheck bi-weekly on Wednesday. The paycheck shall include all overtime earned during the payroll period. The Village has the right to make payment via either direct deposit to the employees' accounts or by written paychecks.

ARTICLE XXIV  
COMPENSATORY TIME

24.1: An employee will be allowed to earn up to 24 hours of compensatory time in lieu of paid overtime. This time must be taken in hourly increments. The command officer must arrange for shift coverage, and all requests are subject to approval by the Chief of Police.

ARTICLE XXV  
MONETARY BENEFITS: PAY FOR TIME WORKED

25.1: Pay Basis. Except as otherwise expressly stated in this Agreement, an employee will be paid only for time actually worked.

25.2: Members of the rank of Sergeant shall receive twelve percent (12%) per year over their current base rate of pay. Members of the rank of Lieutenant shall receive three (3%) over the current top rate of Sergeant. Employees holding the ranks of sergeant and lieutenant shall be paid as set forth below. It is understood that the Employer has the sole and discretionary right to select who is promoted to these positions. It is understood, the Employer will limit ranking positions to thirty-three (33%) of the bargaining unit (ranking) members above the rank of police officer. If the ranking position and Investigator are the same, the compensation will be limited to the same as rank. The current base rate of pay shall be determined by the employee's seniority. It is understood that the Employer has the sole and discretionary

right to select who and how many employees will serve in the above ranks and to determine the term of such service. Further, if the Detective and Sergeant are the same individual, the compensation is limited to the same as the Sergeant rank. It is understood that one Sergeant will be assigned to the day shift and, if filled by the Village, the other Sergeant position shall be assigned to the night shift unless otherwise directed by the Chief of Police, allowing the displaced employee to bump to another shift or platoon.

January 1, 2022-December 31, 2022

Sergeants	\$84,152.00
Lieutenants	\$86,677.00

January 1, 2023-December 31, 2023

Sergeants	\$87,518.00
Lieutenants	\$90,143.00

January 1, 2024-December 31, 2024

Sergeants	\$91,019.00
Lieutenants	\$93,750.00

25.3: Longevity Pay.

- A. All Command Officers will be eligible for Longevity Pay based on the following schedule:

After 5 years through 9 years	\$1000
After 10 years through 19 years	\$2000
After 20 years and up	\$2500

- B. The above-described payments shall be made by separate check on the first full pay period in December, based on the employee's full year of service as of December 1st of such year. The first full pay period will ordinarily be the second payday of the month.

ARTICLE XXVI  
EMPLOYEE DRUG TESTING

26.1 Drug Testing.

All employees should read and abide by the Village of Franklin's Drug Free Workplace policies, as outlined in Sections 4.7 and Appendix A of the Personnel Policies Manual. Additionally, employees falling under this contract may be subject to random drug testing at the direction of the Chief of Police. Any costs associated with drug testing will be paid by the Village of Franklin. All drug testing will take place at a certified medical facility, such as Concentra Health Network or similar.

ARTICLE XXVII  
DURATION OF AGREEMENT

27.1: Effective Date and Duration. This Agreement will be effective from 12:01 a.m. January 1, 2022, to 12:00 a.m. January 1, 2025, (except where otherwise expressed within this agreement) and from year to year thereafter unless terminated as provided in Section 2 of this Article.

27.2: Termination. This Agreement may be terminated by 12:00 a.m. (Prevailing Franklin Village Time) on January 1, 2025, by written notice from either party delivered to the other at least ninety (90) days prior to that date.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Inclusion of this language is required under Section 15(7) of the Public Employee Relations Act and does not constitute an agreement by the Union to the substantive or procedural content of the language.

27.3: New Agreement Negotiation. If either party terminates this Agreement, both parties will make every reasonable effort to

commence bargaining for a new agreement by exchanging written proposals for a new agreement at least sixty (60) days before the termination date of this Agreement. Each party will have the right to add to, subtract from or otherwise change any proposal during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain.

27.4: Continuation. In the event that the Employer and the Union fails to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic item by December 31, 2021, this agreement shall remain in full force and effect until the issues are resolved by negotiation or by "Act 312" Arbitration.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date and year first above written in the Village of Franklin, State of Michigan.

**SIGNATURE PAGE:**

\_\_\_\_\_  
COAM Agent

\_\_\_\_\_  
Lieutenant Michael Bastianelli,  
FCOA President

\_\_\_\_\_  
Mr. Roger Fraser,  
Franklin Village Administrator

\_\_\_\_\_  
Mr. William Lamott,  
Franklin Village Council President

**AGREEMENT**  
**BETWEEN**  
**VILLAGE OF FRANKLIN**  
**AND**  
**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**Effective January 1, 2022 through December 31, 2024**



VILLAGE OF FRANKLIN  
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PREAMBLE

Agreement between the Village of Franklin, a Michigan Municipal Corporation (herein "Employer" or "Village"), and the Police Officers Association of Michigan (herein "Union").

ARTICLE I  
AGREEMENT SCOPE

1.1: Employees Covered. The Village of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for all police officers (full-time). Officers shall refer to General order 14-003 for an outline of their duties and responsibilities.

1.2: Persons not covered. This Agreement does not apply to any person employed by Employer as a part-time employee, volunteer, Detective, Sergeant, Lieutenant or to any other person not covered by Paragraph 1.

ARTICLE II  
UNION STATUS

2.1: Checkoff. During the term of this Agreement and in accordance with the terms hereinafter set forth, the Employer agrees to deduct the periodic dues required by the Constitution and Bylaws of the Union from the pay of each employee who executes an authorization for payroll deduction form. The amounts to be deducted shall be certified to the Union by the Employer.

ARTICLE III  
REPRESENTATION

3.1: Stewards. The bargaining unit shall be entitled to two unit officers who shall function as steward, each of whom must be a non-probationary employee. The names of employees selected as steward shall be forwarded to the Employer in writing.

3.2: Union Business. Stewards will be permitted reasonable time off to function in the grievance procedure when required, and to investigate grievances in their area of representation. Before taking such time off, the steward must obtain permission from his/her supervisor to leave his/her duty station for such activity. Pay for such time shall be at the employees' regular rate of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) steward per shift shall receive pay for such activity during any workday. Duty station is defined as the geographical boundaries of Franklin Village and the Village of Bingham Farms, as to Bingham Farms, only for so long as Franklin Village continues to provide police services to Bingham Farms.

3.3: Union Bulletin Board. The Employer will make a bulletin board area available for use of the employees and the Union for the purposes of posting notices of Union activities and other official announcements. Said bulletin board shall not be used for any personal employee use.

ARTICLE IV  
SENIORITY

4.1: Probationary Period. Any employee hired after the effective date of this Agreement will be on probation until they have worked for a period of one (1) year in a position covered by this Agreement. Following their initial employment by the Employer, they will have no rights under the grievance procedure with respect to such termination. Upon successful completion of the probationary period, said employee's seniority will be made retroactive to date of hire. Time lost from work shall be discounted from the applicable one-year period. Time served in a part-time status does not count towards the employee's seniority or have any impact on the "one year" probationary period to be served as a full-time officer.

4.2: Seniority.

- A. Acquisition of seniority by probationary employees is governed by Section 1 of this Article.
- B. Non-probationary employees will accrue seniority:
  - 1. While actively at work.
  - 2. While on holiday or vacation.
  - 3. For that part of any leave for military service preceding any voluntary extension of such service, so long as they comply with the conditions of such leave and has a statutory right to re-employment.
  - 4. Subject to Section 3 of this Article, for the duration of any leave for illness or disability, so long as they comply with the conditions of such leave.
  - 5. Subject to Section 3 of this Article, while on layoff.
- C. Non-probationary employees will not accrue seniority:
  - 1. On leave of absence other than one specified in Section 2, paragraph 2.2 of this Article.
  - 2. This section does not apply to official assignments to task forces that are approved by the employer.
- D. An employee demoted to Police Officer from the bargaining unit representing sergeants and lieutenants shall return to this unit and be accorded seniority based on their employment in both units.

4.3: Loss of seniority. Non-probationary employees shall lose seniority and be terminated by:

- A. Resignation;
- B. Retirement;
- C. Discharge unless voluntarily adjusted by the Employer or vacated by a valid Arbitration Award either accepted by the Employer or judicially confirmed;
- D. Layoff for a period of two (2) continuous years or length of seniority whichever is less;
- E. Absence from work more than (2) consecutive assigned work days without notifying the Employer in advance and without providing a reasonable and valid excuse;
- F. Failure to report for work on schedule from a vacation, leave of absence, layoff or disciplinary suspension without notifying the Employer in advance and without providing a reasonable and valid excuse.
- G. Absence for one (1) consecutive year or length of seniority, whichever is less, for 1) an illness or 2) an off-duty related disability from the actual date of illness or injury;
- H. Subject to law, voluntary extension of military record.

4.4: Layoff and Recall.

- A. Any layoff of any employee will be in reverse seniority order within job classification, subject to the ability of each senior employee to satisfactorily perform the remaining available work. The Employer will recall laid off employees by order of seniority to the ability of the employee to do the work available.
- B. Seniority employees will be given two (2) weeks' notice in advance of layoff.

- C. Bargaining unit layoffs will occur in the following order:
1. Part-time and temporary employees
  2. Probationary employees
  3. Seniority employees
- D. Recall notices shall be by certified mail, return receipt requested to the employee's last known address as indicated in the employee's personnel file. It shall be the responsibility of the employee to keep his address current.
- E. The employee shall notify the Village within five (5) days from proof of delivery of their intent to accept the recall. Failure on part of the employee to timely notify the Village shall be deemed a resignation. Proof of inability to serve due to the employee's failure to comply with Section D, above, shall constitute proof of service or delivery and shall commence the running of the five (5) day period.

ARTICLE V  
DISCIPLINE AND DISCHARGE

- 5.1:
- A. Exclusive of probationary employees whose terms of employment are covered by Article IV, Section 1, the Employer will discharge or discipline an employee for just cause and in the event of discipline or discharge the Employer will state the reason for discipline or discharge to the employee in writing and transmit a copy of such statement to the steward within 48 hours thereafter. The employer may, in its sole discretion, determine that discipline of less than the two (2) week suspension or termination is warranted in a particular case. However, it is understood that any such employer determination shall have no precedent setting effect to any other disciplinary matter.
- B. A probationary period will be determined by the Employer if an officer is found in violation of

policies, rules or procedures. A second or subsequent violation which may occur during that probationary period from the first violation will result in a much more severe punishment, as determined by the Employer.

- C. Discipline shall be applied in a progressive manner beginning with verbal counseling. Discipline can/may escalate in severity depending on circumstances. For example, an egregious act of misconduct may proceed right to suspension or termination, without having to utilize "progressive discipline."
- D. Any unit employee against whom a felony warrant is issued shall be suspended without pay during the pendency of any and all actions arising out of said warrant. At the conclusion of the Village's internal investigation the employee could be terminated from employment.

5.2: Disciplinary Investigation. Seniority employees will not be questioned concerning an investigation of disciplinary action until the arrival of a steward in the event they request the opportunity to have a union representative present during such questioning.

## ARTICLE VI

### WORK OR BUSINESS INTERRUPTION

6.1: Strike, etc. Neither the Union nor any employee will instigate, encourage or engage in any strike, work stoppage, work interruption or other activity which would violate Act 336 of the Public Acts of 1947 as amended. Further, the Employer will not engage in any lockout during the period of the agreement.

6.2: Union Obligation and Liability. In the event of any violation of Section 1, above, the Union will immediately, on Employers request:

- A. Declare by whatever means Employer may reasonably request that such action is unauthorized and in violation of this Agreement.



- B. Order each employee to return to work or otherwise cease such violation.
- C. Take such steps as are available to it under its Constitution and Bylaws to enforce compliance with Section 1, above.

If the Union complies with these obligations, it will not be liable for any violation of Section 1, above, which it did not authorize.

6.3: Employee Liability. Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge, as it in its sole discretion may decide, any employee who violates section 1, above, and neither the Union nor employee will question that right. However, the issue of fact whether a particular employee violated such paragraph will be subject to the grievance procedure.

ARTICLE VII  
GRIEVANCE PROCEDURE

7.1: A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

7.2: If any grievance arises during the term of this Agreement, such grievance shall be submitted to the following grievance procedure.

Step One. Any employee may present the grievance orally to his/her supervisor. The employee's steward shall be in attendance if the employee so requests, but shall be notified prior to any resolution taking effect under this step. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step 2.

Step Two. If the grievance is not resolved in Step 1, the employee or the Union on his/her behalf, may reduce the grievance to writing on the mutually accepted grievance form and present the grievance to the Chief of Police, or his/her designated representative, for a written answer. The written grievance shall be filed within ten (10) working days of the alleged violation. It shall name the employee(s) involved, shall state the

facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Chief of Police, or his designated representative, shall give the employee an answer in writing not later than ten (10) working days after receipt of the written grievance.

Step Three. If grievance is not disposed of or resolved in Step Two, it shall be forwarded to the Village Administrator and/or Village President or his/her designated representative within ten (10) days of reply in Step Two. The Village Administrator and/or Village President or his designated representative shall meet with a Union representative (steward) within ten (10) days of receipt of grievance to discuss same and shall answer the grievance in writing within ten (10) days of the meeting.

7.3: Arbitration. In the event the grievance is not disposed of or resolved, to the satisfaction of the Union, in Step Three, the parties shall meet within five (5) days after receipt by the Union of the Employer's step three answer in an attempt to mutually select an arbitrator. In the event of no mutual selection the Union may thereafter request arbitration by written notice to the American Arbitration Association, with a copy of notice to the Employer. A request for arbitration shall be made within fifteen (15) days of receiving the answer to the grievance in step three.

7.4: Pre-Arbitration Meeting. Upon request of either party, a meeting shall be held prior to the commencement of any arbitration proceeding in a final attempt to resolve the pending issue. The Village Administrator and/or Village President and a Police Officers Association of Michigan Business Agent shall be in attendance at such meeting.

7.5: Arbitrator's Function and Authority. It shall be the function of the Arbitrator, and they shall be empowered, except as their powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. They shall have no power to:

- A. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
- B. Establish salary scales or change any salary;
- C. Substitute his/her discretion or judgment for the Employer's judgment or discretion with respect to any matter this Agreement consigns or reserves to the Employers discretion or judgment;
- D. Interpret and set policy, practice or rule, except as necessary in interpreting or applying this Agreement;
- E. Formulate or add any new policy or rule;
- F. Establish or change any classification.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability, but shall limit the hearing to the issue of arbitrability solely upon mutual agreement of the parties. In the event that a case is appealed to an arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of this authority as set forth above. It shall be final and binding on the Union, its members, the Employer or employees involved.

The fees and expenses of the arbitrator shall be shared equally by the Village and the Union. All other expenses shall be borne by the party incurring them.

7.6: Claims for back pay. All grievances must be filed in writing within ten (10) days from the time the alleged violation occurred or became known. The Village shall not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed, exclusive of overtime payment grievances which shall be limited to the bi-monthly payroll period involved.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have

received from any source during the period of the back pay.

- B. No decision in any one case shall require a retroactive wage adjustment in any other case.

7.7: At the time of the arbitration hearing, both the Village and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expense of the witnesses that they may call. Upon request of either the Village or the Union, or the arbitrator, a transcript of the hearing shall be made and furnished to the arbitrator with the Village and the Union having the opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the Village and the Union a reasonable opportunity to furnish briefs. The arbitrator will render his/her decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever date is later.

7.8: Any agreement reached between Employer and the Union representative(s) is binding on all employees affected and cannot be changed by any individual. Further, no employee or group of employees will have the right to initiate an arbitration proceeding.

7.9: All grievances must be filed in writing within ten (10) days from the time the alleged violation occurred or became known to the grievant, or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Union within the time limit in that step, shall be deemed abandoned. If the Village does not answer a grievance within the time limits prescribed in this Article the grievance will be considered automatically referred to the next step of the grievance procedure. Time limits may be mutually extended by the Village and the Union in writing.

#### ARTICLE VIII MANAGEMENT RIGHTS

The Employer on its own behalf and on behalf of its electors hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of

Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by municipalities, except such as are specifically relinquished herein, reserved to and remain vested in the Employer, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and lay off employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and determine the number of employees assigned to operation; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions; (i) to determine the qualifications and competency of employees to perform the available work; (j) to establish, change, combine or discontinue job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated. Except as specifically abridged in this Agreement, all of the rights, powers and authority the Employer has prior to the signing of this agreement are retained by the Employer and remain within the rights of the Employer, provided however that no management right shall be exercised in violation of any of the specific terms of this Agreement.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Employer policy, the operation of the Employer and the direction of the employees are vested exclusively in the Employer or in its designated representatives when so delegated by the Employer. The exercise of judgment and discretion by the employer and its administrators not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE IX  
MISCELLANEOUS

9.1: Meeting. The employer and Union will confer at such reasonable times as either party may request to consider problems or, consistent with the requirements and limitations of Section 2 of this Article, any proposal for the amendment or supplement of this Agreement. So far as reasonably practicable, every such meeting will be held outside the steward's scheduled work time, unless approved by the Chief of Police. The party requesting the meeting will notify the other party by advance writing of each subject it proposes to discuss.

9.2: Amendment. In reaching this Agreement, Employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplementation will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

9.3: Seniority employees have the right to examine their own individual personnel file upon reasonable notice given to the Chief of Police. Disciplinary action entered in said employee's file shall be read and/or acknowledged by signature of the employee. Refusal by the employee to cooperate shall constitute acknowledgment.

9.4: It is understood that nothing contained in this Agreement has application to individuals serving as volunteer police officers or part-time police officers, except where specifically provided within this Agreement.

ARTICLE X  
SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any such tribunal, the remainder of the Agreement and supplement shall not be affected thereby, and the parties shall enter into immediate

collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XI  
EMPLOYEE TRAINING AND DEVELOPMENT

11.1: The Employer may at its option send its employees to police school and/or seminars where they will obtain training appropriate to their employment with the Employer. Such schooling will be scheduled and determined by the Employer.

11.2: Tuition Payment. The Employer will reimburse employees for tuition for all criminal justice work and other course work appropriate to their employment with Employer under the following circumstances:

- A. The course and the school giving it are approved in advance by the Police Chief in writing.
- B. The employee successfully completes the course work with minimum grade of C or satisfactory. Upon presentation of proof of successful completion, the Village will reimburse the officer for book and/or lab fees specifically required by said course.
- C. The Employer must have funds available for such reimbursement and the course must be approved in advance by the Village Council. Village Council shall have the sole authority to determine whether funds are available and also whether the course is necessary and appropriate.
- D. The officer will reimburse the Employer for tuition at the end of each semester which is not successfully completed by the officer in accordance with (B) above.
- E. The above is the procedure relative to tuition for training and development not covered by Federal Government program and procedure.

11.3: Work hours. If any employee is required by the Employer to attend in-service training, seminars or school during any regularly scheduled workday, all time spent in attendance at such

training or school shall be considered as time worked on that day provided, however, that no employee shall be entitled to more than eight (8) hours work credit for the attendance at any such training or school program on any one calendar day.

ARTICLE XII  
SCHEDULING

12.1: Shift Seniority. All positions will be filled by seniority preference with the exception of the detective position, task force positions, or any officer at rank of sergeant or higher.

12.2: Shift preference will be allowed by seniority and hours of work for the patrol officers shall be as follows:

- A. Only those officers assigned to regular patrol work are included in this program.
- B. All officers assigned to the patrol bureau will work a twelve (12) hour a day work schedule.
- C. The schedule will be a twenty-eight (28) day cycle as per schedule attached to this article.
- D. The hours of work shall be 6AM-6PM and 7AM-7PM for days and 6PM-6AM and 7PM-7AM for nights. There shall be 2-day platoons (A&B) and 2-night platoons (A&B). When platoon A is working, platoon B is off, and vice-versa. At no time can both officers on a platoon request a PLD on the same day.
- E. Officers shall bid for shifts and platoons based upon seniority. Shift and platoon bids will be on a bi-annual basis prior to January 1<sup>st</sup> and July 1<sup>st</sup> of each year. At no time will any employee be allowed to work 16 consecutive hours, unless approved by a supervisor. The patrol sergeant position must bid a night shift regardless of seniority.
- F. All hours worked (other than scheduled hours), excess of a scheduled twelve (12) hour day, or eighty (80) hours in a pay period, shall be paid at the rate of one and one half times the officers hourly rate (time and a half).



G. The Employer shall retain the right to modify (1) one officer's schedule on each shift (days and midnights), in reverse seniority order for a period of 2 consecutive months, for the purpose of an FTO program. After such time, the junior officer displaced shall be placed back onto his/her shift.

H. Training on a Scheduled Work Day:

1. Any scheduled training of eight hours or more constitutes a 12-hour day worked. Officers attending scheduled training less than eight hours will report to the chief of police for assignment for the remaining work hours of their shift.
2. The Employer reserves the right, for purposes of training, to send any officer to training for two or more consecutive days or to one training block or regarding one subject matter. If the training falls on the officer's leave day, the officer may accumulate comp time (hour for hour only) for the training on leave days. (e.g. if the training on a leave day is an 8 hour block, the officer shall accumulate 8 hours of comp time) The comp time may be used in accordance with the collective bargaining agreement. If the officer attends a one-day session that falls on the officers leave day the officer may opt for overtime instead of comp-time.
3. The Chief of Police will attempt to provide a 21-day notice advising the officer of training.

12.3: Two bump dates (January 1st and July 1st of each year) will allow all officers with the exception of the detective position and task force personnel to change their work/shift schedule. Requests for shift change must be submitted 30 days prior to the bump date. If leave days or work hours are changed for more than two consecutive weeks, officers would be afforded the opportunity to bump at any time to any other position that his/her seniority would hold. This excludes training and changes to accommodate the employee. The 28-day schedule will be used to assign workload.

12.4: Procedures outlined in this Section will not take priority over work scheduling changes outlined in Section 22.5.

12.5: All officers will be required to work at least one (1) six month shift period on day shift, and one (1) on night shift during the duration of the contract. Officers will be allowed to bid for which shifts during the contract period that they wish to work in order to fulfill these requirements. See Appendix D for an example chart of possible shift schedules.

ARTICLE XIII  
TRADING OF DAYS

13.1: Officers may, no more than twice per month, trade work days, providing that the trade does not involve overtime or overlapping shifts, and it is approved three working days in advance by the Chief of Police.

ARTICLE XIV  
ILLNESS AND INJURY

14.1: Sick leave days shall be earned by employees at the rate of eight hours (8) per month with a right to accumulate days until a maximum of eight hundred (800) hours is reached.

14.2: Employees will be compensated when absent from work by reason of illness in accord with sick days earned by the specific officer. In the event of long term disability (not arising out of and in the course of employment) employees, after exhaustion of sick days, shall be compensated pursuant to long term disability insurance provided by the Employer. Upon Employer's request, medical proof of incapacity shall be furnished for absences of two (2) days duration or longer. Excessive use of sick time shall be subject to review and any abuses found shall be subject to medical review and/or disciplinary action.

14.3: Disability Injury Arising out of Course of Employment. Any employee who, out of the course of his/her employment, sustains a disabling injury or illness which is medically verified and meets the requirements for compensation under the Michigan Workers Compensation Act shall not be required to utilize accumulated sick

days for the seven day waiting period required by the Michigan Workers Compensation Act. Any payments under the Workers Compensation Act which duplicate payments made by the Employer will be refunded to the Employer.

In the event that the claim of injury or illness does not qualify under the Michigan Workers Compensation Act, the employee shall receive full compensation in accordance with sick days earned by the employee. Thereafter, the employee shall be compensated pursuant to the provisions of the long-term disability insurance policy, which the Employer maintains on behalf of its employees through the carrier of its choice. In the case of dual payment, Michigan Workers Compensation and long-term Disability insurance, the disability compensation shall be offset by the amount of payment received by the employee, pursuant to the Michigan Workers Compensation Act. Disability extended beyond the coverage of the long term disability insurance policy shall be limited solely to workers compensation payment, if any.

14.4: Sick days should be used for personal illness, the illness of a dependent or family member, or for doctor, dental and related appointments, or for extended leave (see Section 8.6). Employees shall provide their department head with as much notice as possible if they cannot report to work. Absences two (2) days or longer in duration require a doctor's note.

14.5: Sick Time Payout. Once an officer accumulates 800 hours, the Employer will compensate the officer for one-half (2) of all unused sick days that exceed 800 hours for that year. Compensation at the rate of pay prevailing at the end of the previous year will be made in a separate check the first full pay period in February of each year, which is normally the second pay date of the month.

14.6: Upon retirement, the Employer will compensate the officer for one quarter (1/4) of all accumulated sick hours that the officer has in his/her sick bank. This payment will be made at the prevailing rate of pay at retirement. The payment will be made within forty-five (45) days after retirement.

## ARTICLE XV INSURANCE

15.1: Health Insurance. The parties agree that the provision of health insurance is governed by the Publicly Funded Health

Insurance Contribution Act, being MCL 15.561, *et seq.*, and the Employer has the right to make the elections and allocations allowed in that Act. The Employer shall maintain a comparable network to BCBSM Community Blue (ie: PPOM network), as follows:

- A. The medical plan carrier and benefits will not be changed without prior approval of the FPOA and POAM. The Employer shall pay the premium for the health insurance, as further outlined in paragraph D below.
- B. Description of health care benefits is contained herein as Appendix A.
- C. Employees opting out of the Employer sponsored health insurance plan shall receive \$3,500.00 annually for non-participation in the plan. The \$3,500.00 stipend shall be pro-rated to the employee's anniversary date and then paid quarterly on the first full pay period of January, April, July and October. The first full pay period will normally be the second pay day of the month. See Village of Franklin Personnel Policy Manual, section 9.10, for further details.
- D. Officers shall pay 12% of the cost of health care benefits, while the Village of Franklin will be responsible for 88% of those costs (88/12 split).

15.2: Life and AD&D Insurance. The Employer shall provide a \$75,000.00 life and AD&D insurance policy through an underwriter of its choice.

15.3: Dental Insurance. See Appendix B.

15.4: Vision Insurance. See Appendix C.

15.5: Retirement Health insurance. Upon retirement, (defined as a full unreduced retirement, as defined by MERS and a minimum of 20 years service) the Employer will continue to make available health insurance (as referenced in Paragraph 15.1 above) for the employee and his/her spouse. The spouse of the retired employee shall be covered by retirement health insurance only if such spouse is married to the retired employee as of the date of retirement of said retired employee and continues to remain married to the retired employee during the time of eligibility for health

benefits. The benefit level will be the same as provided to its active union employees. In the event the police department dissolves or disbands, the retiree benefit level will be maintained at the level of the last collective bargaining agreement negotiated, and the premium will be paid by the Employer in accordance with Section 15.1 above. Should the retired employee become eligible for health insurance coverage from another employer or another source, the retired employee must accept such alternative coverage and Employer's retirement health insurance coverage responsibility will cease. However, if the retired employee's eligibility for alternative health insurance coverage ceases, the retiree will be reinstated as provided above under the Employer's then current coverage for then-active employees, with the premium paid by Employer.

Should the retired employee predecease his/her spouse, the surviving spouse will continue to receive the same benefits. However, such surviving spouse shall only receive such health insurance benefits if married to the retired employee as of the date of retirement and the date of death of the retired employee. This benefit will cease in the event that the surviving spouse remarries, becomes divorced from the retired employee, gains employment with available health insurance coverage, or receives health insurance coverage from any other source. All retirees and their spouses must make application for, and enroll in Medicare coverage. The Employer-paid health insurance will remain in effect until each of the retiree and/or his/her spouse reaches the eligibility age of Medicare. The Employer's obligation for health care coverage for the retiree ends when the retiree becomes eligible for Medicare. Employer's obligation for health coverage for the retiree's eligible spouse ends when such spouse becomes eligible for Medicare.

ARTICLE XVI  
RETIREMENT BENEFITS

16.1: The Employer agrees to register and participate in Public Act 88 for the purposes of fulfilling retirement eligibility utilizing prior years of service from other municipalities.

16.2: All officers will be eligible to vest a retirement with ten (10) years of service with the Village as defined by MERS.

16.3: The Employer will cover all employees hired after September 30, 2009 under the Michigan Municipals Employees

Retirement System Contribution Program B-2 (2.0% multiplier), Fac-5, F-50 (retirement at age 50, with 25 years service). The employee contribution under this plan will be 5.0%.

ARTICLE XVII  
HOLIDAY ALLOWANCE

17.1: Each employee shall be entitled to the following holidays: New Years Day, Martin Luther King Jr. Day, Easter, Law Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, and employee's Birthday.

17.2: Because the Employer's full-time operation is essential to the health, welfare and safety of the citizens of the Village of Franklin, employees will not be excused from work on the holidays designated above, but when required to work will be compensated in accordance with Section 3, below.

17.3: The policy for payment of contractually approved holidays for police personnel is as follows:

When an approved holiday is worked, the officer will be compensated at 1 1/2 times his/her normal rate of pay for each hour worked.

A lump sum payment will be paid to all officers, at the straight time rate, for all holidays enumerated in Section 1. Payment will be made on a separate check the first full pay period in November, which is normally the second pay date of the month.

ARTICLE XVIII  
VACATIONS

18.1: Employees will receive vacation as follows:

- A. Upon completion of 6 months: 40 hours
- B. Upon completion of 2 years: 40 hours
- C. Upon completion of 3 years: 80 hours
- D. Upon completion of 4 years: 80 hours
- E. Upon completion of 5 years: 120 hours
- F. Upon completion of 6 years: 120 hours
- G. Upon completion of 7 years: 160 hours
- H. Upon completion of 8 years: 168 hours
- I. Upon completion of any additional years of service:  
168 hours for each year.

18.2: Consumption of Vacation Time. The vacation period will be the twelve months following the employee's seniority date. Any vacation time that exceeds 168 hours can be sold back to the Employer at a maximum of 80 hours of accrued vacation days per calendar year. The days will be converted to cash, deducted from the officer's vacation bank and paid at the regular compensation rate at the end of his/her seniority year.

18.3: The criteria for selection of vacations shall be rank, then time in rank and in cases where these factors are equal, by seniority with Employer.

18.4: If an employee is sick or disabled immediately prior to his/her vacation, and the employee provided medical proof of such illness or disability, the vacation shall be rescheduled to a date that is mutually acceptable to the employee and the Chief of Police.

18.5: Vacations shall be divided into winter and summer vacations (summer is May 1 through October 31, and winter is November 1 through April 30). Summer vacations must be submitted for approval by April 1 and winter vacations by October 1. Vacation requests must be a minimum of one week (3 working days) to a maximum of 4 weeks. Summer vacations shall be approved/disapproved not later than April 14 and winter vacations not later than October 14.

18.6: Other vacation requests may be submitted during the year, but are subject to availability and approval of the Chief of Police.

18.7: Individual vacation days may be taken, provided the employee makes arrangements at the time of the request for another officer to cover his/her shift, subject to the approval of the Chief of Police. If the officer exhausts all efforts to find replacement coverage, the open shift will be assigned by the Chief of Police. Determinations of all vacation requests shall be approved within 14 days of the date the Chief of Police receives the request.

18.8: Personal and Compensatory days must be taken before utilizing individual vacation days.

#### ARTICLE XIX

##### UNIFORM ALLOTMENT AND ALLOWANCE

19.1: Uniform Allotment. At the time of employment, the Employer shall furnish each employee with two (2) pairs of uniform trousers, two (2) long sleeve uniform shirts, two (2) short sleeve uniform shirts, one (1) winter jacket, one (1) spring/summer jacket, one (1) rain coat, one (1) garrison cap, two (2) uniform ties, one (1) holster belt, one (1) holster, one (1) handcuff case, one (1) magazine case, one (1) radio holder, two (2) collar pins, one (1) tie clasp, two (2) name tags.

Following the issuance of this uniform clothing and equipment, it shall be maintained, repaired, and replaced as necessary by the employee.

19.2: Uniform Allowance. The Employer shall make available to all full-time police officers a uniform allowance in the amount of \$1,000.00/per officer annually for maintenance, repair and replacement and/or upgrade of his/her uniform clothing and equipment. The annual amount of \$1,000.00 will correspond to the Village's Fiscal Year (July 1 to June 30). The uniform allowance authorized in this section will begin on July 1, 2019.

19.3. The uniform allowance will be in the form of an "on account" system, where designated uniform retail stores will invoice the Village for each item purchased by the employee. Accounts will be established by the Village at major uniform and



equipment stores, such as Nye Uniform, Unitex, Allie Brothers, Huron Valley Guns and Equipment, and other such police retailers.

Items for which the "on account" uniform allowance can be used are as follows:

1. Uniform shirts, long and short sleeve. Both Class A and Class B.
2. Uniform coats, to include:
  - A) Winter coat
  - B) Spring jacket
  - C) Rain coat
3. Uniform pants, both Class A and BDU (511) style.
4. Training shirts with PD badge logo, both long and short sleeve.
5. Training baseball caps with PD logo.
6. Class A garrison hat. To include rain cap.
7. Uniform ties.
8. Uniform shoes and/or boots.
9. Appropriate undershirt garments to be worn with uniform shirts.
10. Appropriate socks to be worn with uniform shoes/boots.
11. Badges.
12. Collar Brass for both uniform shirts and outer jackets/coats.
13. Name Plates.
14. Tactical flashlight.
15. Sam Browne belt, with keepers.
16. Uniform pant belt.
17. Holster for on-duty weapon, both for use on and off duty with duty weapon.
18. Handcuffs and case. Includes Flex Cuffs.
19. Chemical spray holster.
20. Taser holster.
21. Tourniquet holster.
22. For Detective (investigator) position only, business attire (shirt, tie, sports jacket, suit dress slacks).
23. Black turtleneck shirt, or mock turtleneck shirt, for winter uniform.

24. Ballistic vest carrier and attachments to carry authorized police equipment.
25. Winter ski cap with PD patch on same.
26. Orange traffic control vest.
27. Winter gloves and/or duty gloves and/or search gloves.
28. Tie clasp.
29. PREP holder.
30. Earpiece for PREP.
31. Police whistle and chain.
32. Duty bags.
33. Duty knives, for carry while in uniform.
34. Range finder for on duty and training purposes.
35. Other items with prior approval of the Chief of Police.

19.4: The Village will provide a bullet resistant vest to new employees at the time of employment unless the employee (police officer) already has his/her own vest that meets department standards. The bullet resistant vest is required to be worn at all times by uniformed officers while on duty. Exception is for Investigator and the Chief of Police. The Chief may make exceptions for uniformed officers.

ARTICLE XX  
PERSONAL LEAVE

20.1: All employees will be granted two (2) personal leave days each year, providing a three (3) day advance notice is given to the Chief of Police. For patrol officers, that equates to 24 hours of personal leave time. For detectives, working eight hour shifts, that equates to 16 hours of personal leave time per year. Personal leave days will be kept in a separate leave bank and will not impact sick time or other leave. Personal leave time will not be considered in yearly sick time pay-out as outlined in Section 14.4.

ARTICLE XXI  
BEREAVEMENT LEAVE

21.1: Full-time seniority employees will be eligible for two full days of bereavement leave in the event of death in the immediate family and one full day of bereavement leave of the death of a family member other than immediate family (as defined in Section 21.3), which date shall be the day of the funeral. The employee shall be paid for such leave if absent on a scheduled work day. To be eligible for pay the employee must notify the Chief of Police of the leave and must provide proof of death if requested by the Employer. Additional bereavement leave days may be approved by the Chief of Police in unusual circumstances.

21.2: Immediate family is defined as the employee's current spouse, his/her children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, step sister, step brother, step mother, step father, domestic partners, and parents of domestic partners.

21.3: Other than immediate family is defined as: Grandparents, nieces, nephews, aunts, uncles, cousins, brothers-in-law and sisters-in-law.

ARTICLE XXII  
HOURS OF WORK AND OVERTIME

22.1: Normal Workday: Police Officer. A normal workday for a police officer will be twelve (12) consecutive hours, except for two eight (8) hour days per pay period, including a meal period.

Patrol Officers shall report for work in uniform and be prepared for work at the start of their scheduled shift, and remain in uniform through the completion of their scheduled shift. Unless a technical problem has occurred, or for some other valid reason, Patrol Officers will remain signed-on to the patrol car computer system for the duration of their entire assigned shift. A minimum of 15 minutes shall be completed to qualify for overtime pay.

22.2: Normal Work schedule: Police Officer. A normal Work schedule for a police officer will consist of 160 hours in 28 days consisting of 12 twelve-hour days and two 8-hour days. The Detective position will be assigned to eight (8) hour shifts, during the normal workweek. Changes to the Detective schedule can only be made by the Chief of Police, and the official hours will generally be 9am - 5pm, Monday through Friday.

22.3: Work Obligation: Employee. Unless they have a reasonable and valid excuse, an employee will work (a) the time assigned to them as a normal workday and workweek, and (b) such reasonable in-service training as Employer may require.

22.4: Equalization of Overtime. This system is an equalization system based on total hours of overtime worked. All overtime offered is at the sole discretion of the Chief of Police. The Chief of Police should ensure all Officers are notified when overtime is posted. Notification can be made in person, by phone or through email. All prescheduled overtime should be posted at least twelve days but no less than 72 hours prior to need. The Prescheduled Overtime Record shall reset to zero accumulated hours for each Officer every fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).

A. When overtime is posted, Officers should sign their initials on the designated overtime slots they wish to work. At the beginning of the fiscal year, overtime will initially be offered to the most senior Officer, then to the next senior Officer. Overtime then is awarded to the most senior Officer with the least amount of overtime worked. Subsequent overtime slots will again be awarded to the Officer with the lowest total amount of overtime worked (anticipated overtime to be worked shall be included in the total amount of hours). If there are any vacant overtime slots after the posted deadline, the two lowest senior Officers shall alternate the obligation to fill the overtime vacancy. In the instance where an error on the part of

administration is made regarding the overtime work order, the administration shall ensure the Officer aggrieved receives the next available overtime slot regardless of their total number of overtime hours worked.

- B. Emergency overtime is any overtime need which occurs within less than 24 hours of an emergency event or other unforeseen circumstance justifying the immediate need for personnel. In the event emergency overtime is needed, the Chief of Police shall determine how many Officers are required and who is to be contacted. The Chief of Police may also delegate this authority to subordinate personnel in the event of an emergency. Emergency overtime shall not be logged on the Prescheduled Overtime Record.
- C. All Prescheduled Overtime Records shall be retained for a period of one (1) year.

22.5: Work Schedules. The Employer will post a schedule of an employee's work assignment five (5) days in advance of its start. Employer may change an employee's assignment by direct personal notice to the employee not less than forty-eight (48) hours in advance of said change for any reason it considers essential to its operation, and also may change the employee's assignment without advance notice to the employee: (A) in an emergency or circumstances beyond the Employer's control or; (b) when accommodating the particular employee involved.

22.6: Regular Hourly Compensation Rate. An employee's regular hourly compensation rate is defined as annual salary divided by 2080 hours.

22.7: Premium Compensation rate. An employee's compensation for work exceeding his/her normal workday workweek (overtime) will be one and one-half (1-1/2) times his regular hourly compensation rate. Except as required by law, no premium compensation rate will apply to work an employee does under a schedule arranged or rearranged to accommodate the employee.

22.8: Compensation Computation: Pyramiding and Compounding. Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this agreement.

22.9: Compensation Computation: Overtime Work. Compensation for overtime work will be computed in quarter (1/4) hour segments to the nearest (1/4) quarter.

22.10: Call Back.

A. SUBJECT to Section 4, above, an employee called back to work after completing his/her assigned work and leaving the station will be guaranteed a minimum of three (3) hours pay at the premium compensation rate stated in Section 7, above.

B. Court Appearances. An off-duty employee who is required to appear in court as a part of his/her employment with Employer will be guaranteed a minimum of three (3) hours pay at the premium compensation rate stated in Section 7, above.

22.11: Payday. Each employee will receive his/her paycheck bi-weekly on Wednesday. The paycheck shall include all overtime earned during the payroll period. The Village has the right to make payment via either direct deposit to the employees accounts or by written paychecks.

ARTICLE XXIII  
COMPENSATORY TIME

23.1: An employee will be allowed to earn up to 24 hours of compensatory time in lieu of paid overtime. This time must be taken in hourly increments. The officer must arrange for shift coverage, and all requests are subject to approval by the Chief of Police.

ARTICLE XXIV  
MONETARY BENEFITS: PAY FOR TIME WORKED

24.1: Pay Basis. Except as otherwise expressly stated in this Agreement, an employee will be paid only for time actually worked.

24.2: Base Rates of Compensation

January 1, 2022 - December 31, 2022

Starting Rate	\$54,627.00
After one (1) year	\$60,318.00
After two (2) years	\$65,049.00
After three (3) years	\$69,779.00
After four (4) years	\$75,136.00

January 1, 2023 - December 31, 2023

Starting Rate	\$56,812.00
After one (1) year	\$62,731.00
After two (2) years	\$67,651.00
After three (3) years	\$72,570.00
After four (4) years	\$78,141.00

January 1, 2024 - December 31, 2024

Starting Rate	\$59,084.00
After one (1) year	\$65,240.00
After two (2) years	\$70,357.00
After three (3) years	\$75,473.00
After four (4) years	\$81,267.00

Detective Pay is as follows (3% above the top pay of a patrol Officer):

January 1, 2022 - December 31, 2022

\$77,390.00

January 1, 2023 - December 31, 2023

\$80,485.00

January 1, 2024 - December 31, 2024

\$83,705.00

24.3: Longevity Pay.

- A.    After 5 years through 9 years        \$1800  
       After 10 years through 19 years    \$2900  
       After 20 years and up                \$4100
- B.    The above described payments shall be made by  
       separate check on the first full pay period in  
       December of each year (normally the second pay  
       date), based on the employee's full year of service  
       as of December 1st of such year.
- C.    Any employee hired after September 30, 2009 is not  
       eligible for or entitled to longevity pay.

24.4 Anniversary Benchmark Awards.

- A.    After five years of service, \$1,000.00  
       After ten years of service, \$1,500.00
- B.    After fifteen years of service, \$2,000.00
- C.    After twenty years of service, \$2,500.00
- D.    The above-described payments shall be made via  
       separate payroll check or direct deposit following  
       the first pay period after the involved Anniversary  
       date.
- E.    These Anniversary Benchmark Award payments are one-  
       time payments made after the anniversary has  
       occurred at the 5 year, 10 year, 15 year, and 20  
       year mark of the employee's service to the Village.  
       In other words, Anniversary Benchmark Awards are in  
       no way considered Longevity pay and will only be  
       paid on designated work anniversary dates listed in  
       paragraphs A - D above.
- F.    Anniversary Benchmark Award payments are not  
       retroactive and will only apply to anniversary  
       dates which occur after January 1, 2019.



ARTICLE XXV  
PART-TIME POLICE OFFICERS

25.1:

A. In the event that the Employer employs regular part-time police officers the following agreement shall apply:

1. Regular part time officers will serve a probationary period of one year from the date of hire.
2. Regular part time officers shall not accrue seniority and will not receive any fringe benefits set forth in this contract.
3. Regular part time officers will receive an hourly rate determined by the department, which shall not exceed the top hourly rate of full time officers.
4. All regular part time officer shift coverage will be scheduled and posted prior to the first day of each 28 day cycle.
5. Regular part time officers may be scheduled for up to fourteen (14) twelve hour shifts in each 28 day cycle. A part time shift will consist of a maximum of twelve consecutive hours. With the exception of:
  - a. Holidays as defined in section 17.1
  - b. Exigent circumstances
  - c. When it is a continuation of the officer's shift allowing him to cover for an officer who is requesting time off
  - d. Extended vacation coverage to accommodate an officer's leave request
6. The 14, twelve-hour shifts are the maximum amount of shifts to be covered by all part time officers per 28 day cycle.
7. Regular part time officers may be offered additional work hours over and above those in the posted work schedule up to the maximum set forth in subsection 25.1 (6). After all the full time officers have been offered any open shifts in the 28 day cycle, regular part time officers may be offered such hours.

8. A part time officer shift may consist of up to twelve consecutive hours on a holiday. A part time officer shall receive one and one half times his/her current hourly rate for each hour worked on a holiday.
9. All regular part time officers shall be laid off before any full time officers are laid off.
10. The Village will maintain eleven (11) budgeted full time positions (which includes the Chief of Police). If the number of budgeted full time positions are reduced, all regular part time positions will be eliminated first.

ARTICLE XXVI  
EMPLOYEE DRUG TESTING

26.1 Drug Testing.

All employees should read and abide by the Village of Franklin's Drug Free Workplace policies, as outlined in Sections 4.7 and Appendix A of the Personnel Policies Manual. Additionally, employees falling under this contract may be subject to random drug testing at the direction of the Chief of Police. Any costs associated with drug testing will be paid by the Village of Franklin. All drug testing will take place at a certified medical facility, such as Concentra Health Network or similar.

ARTICLE XXVII  
DURATION OF AGREEMENT

27.1: Effective Date and Duration. This Agreement will be effective from 12:01 a.m. January 1, 2022, to 12:00 a.m. January 1, 2025, (except where otherwise expressed within this agreement) and from year to year thereafter unless terminated as provided in Section 2 of this Article.

27.2: Termination. This Agreement may be terminated by 12:00 a.m. (Prevailing Franklin Village Time) on January 1, 2025, by written notice from either party delivered to the other at least ninety (90) days prior to that date.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. Inclusion of this language is required under Section 15(7) of the Public Employee Relations Act and does not constitute an agreement by the Union to the substantive or procedural content of the language.

27.3: New Agreement Negotiation. If either party terminates this Agreement, both parties will make every reasonable effort to commence bargaining for a new agreement by exchanging written proposals for a new agreement at least sixty (60) days before the termination date of this Agreement. Each party will have the right to add to, subtract from or otherwise change any proposal during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain.

27.4: Continuation. In the event that the Employer and the Union fails to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic item by December 31, 2021, this agreement shall remain in full force and effect until the issues are resolved by negotiation or by "Act 312" Arbitration.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date and year first above written in the Village of Franklin, State of Michigan.

**SIGNATURE PAGE:**

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POAM Agent

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Officer Justin Wells,  
FPOA President

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Mr. Roger Fraser,  
Franklin Village Administrator

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Mr. William Lamott,  
Franklin Village Council President



**Village of Franklin**  
**32325 Franklin Road**  
**Franklin, Michigan 48025**  
**Phone: (248) 626-9666**  
**FAX: (248) 626-0538**

## Memorandum

**To:** Bill Lamott, Village President and Village Council  
**From:** Roger Fraser, Village Administrator  
**Date:** February 14, 2022  
**Re:** Act 88 – Reciprocal Retirement Act

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Staff is requesting the Village Council adopt the provisions of Act No. 88 and become a reciprocal unit under the Reciprocal Retirement Act. A certified copy of this Resolution must be filed within ten (10) days from the date of this election with the Michigan Department of State and Municipal Employees' Retirement System of Michigan ("MERS").

A member of a reciprocal retirement system who leaves the employ of a reciprocal unit, designated as the preceding reciprocal unit, and enters the employ of another governmental unit, designated as the succeeding governmental unit, shall be entitled to a retirement allowance payable by the preceding reciprocal unit's retirement system. The member must have 30 months or more of credited service in force acquired in the employ of the preceding reciprocal unit.

Act 88 is attached for your review.

  
**Roger Fraser**  
Village Administrator

**RECIPROCAL RETIREMENT ACT**  
**Act 88 of 1961**

AN ACT to provide for the preservation and continuity of retirement system service credits for public employees who transfer their employment between units of government.

**History:** 1961, Act 88, Eff. Sept. 8, 1961.

*The People of the State of Michigan enact:*

**38.1101 Reciprocal retirement act; short title.**

Sec. 1. This act shall be known and may be cited as the "reciprocal retirement act".

**History:** 1961, Act 88, Eff. Sept. 8, 1961.

**38.1102 Reciprocal retirement act; definitions.**

Sec. 2. As used in this act:

(a) "State unit" means the state employees' retirement system, established by Act No. 240 of the Public Acts of 1943, as amended, being sections 38.1 to 38.43 of the Compiled Laws of 1948; the public school employees' retirement system, established by chapter 1 of Act No. 136 of the Public Acts of 1945, as amended, being sections 38.201 to 38.234 of the Compiled Laws of 1948; the judges' retirement system, established by Act No. 198 of the Public Acts of 1951, as amended, being sections 38.801 to 38.830 of the Compiled Laws of 1948; the probate judges' retirement system, established by Act No. 165 of the Public Acts of 1954, as amended, being sections 38.901 to 38.933 of the Compiled Laws of 1948; the department of public safety pension, accident and disability fund, established by Act No. 251 of the Public Acts of 1935, as amended, being sections 28.101 to 28.110 of the Compiled Laws of 1948; and the legislative retirement system, established by Act No. 261 of the Public Acts of 1957, as amended, being sections 38.1001 to 38.1060 of the Compiled Laws of 1948.

(b) "Municipal unit" means a county, city, village, township or school district of the first class; any separate corporation or instrumentality established by 1 or more counties, cities or villages, as permitted by law; any corporation or instrumentality supported in most part by counties, cities and villages, or any of them; any public corporation charged by law with the performance of a governmental function and whose jurisdiction is coextensive with 1 or more counties, cities and villages.

(c) "Governmental unit" means the state to the extent the employees of the state are covered under an applicable state unit; and any municipal unit.

(d) "Reciprocal unit" means any state unit or municipal unit which elects to come under the provisions of this act.

(e) "Retirement system" means the retirement, pension or annuity system, plan or fund under which a governmental unit covers its employees. The term "retirement system" shall not include the federal social security old-age survivors' and disability insurance program.

(f) "Reciprocal retirement system", in the case of a municipal unit electing to become a reciprocal unit, means the retirement systems under which the municipal unit covers its employees. In the case of a state unit, "reciprocal retirement system" means a state unit which elects to become a reciprocal unit.

(g) "Accumulated deposits" or "accumulated contributions" means the amounts deducted from the compensations of a member of a reciprocal retirement system and credited to his individual account in the system, together with interest, if any, credited thereon.

(h) "Final average salary" means the salary or the average of salaries used in computing a retirement allowance, as set forth in the retirement system plan.

(i) "Retirement allowance" means the annuity, pension or retirement allowance payable to a member of a reciprocal retirement system on account of his employment with a reciprocal unit.

(j) "Retirement" means the withdrawal of a member of a reciprocal retirement system from the employ of a reciprocal unit with a retirement allowance payable from funds of the reciprocal retirement system.

**History:** 1961, Act 88, Eff. Sept. 8, 1961;—Am. 1965, Act 106, Imd. Eff. June 30, 1965.

**38.1102a Compliance with applicable requirements of protecting local government retirement and benefits act.**

Sec. 2a. A reciprocal unit and a reciprocal retirement system shall comply with any applicable requirements under the protecting local government retirement and benefits act.

**History:** Add. 2017, Act 209, Imd. Eff. Dec. 20, 2017.



### **38.1103 Reciprocal retirement act; adoption by municipal or state unit; certification, force and effect.**

Sec. 3. (1) Any municipal unit, which covers its employees under a retirement system or systems, by a majority vote of its governing body may elect to adopt the provisions of this act for its employees covered under such retirement system or systems.

(2) Any state unit, by a majority vote of its governing body, may elect to have the provisions of this act made applicable to its members.

(3) The governing body of a municipal or state unit, within 10 days after it elects to come under the provisions of this act, shall file written certification of its action with the secretary of state. Upon the filing of the certification the municipal unit or state unit shall be a reciprocal unit. The secretary of state shall maintain a list of reciprocal units, which list shall be available to any municipal unit or state unit requesting a copy.

(4) The provisions of this act, when adopted by a municipal or state unit shall be effective for the unit in addition to the provisions of charter, ordinance, resolution or state law governing the retirement systems for the reciprocal unit, as the provisions of charter, ordinance, resolution or state act are in force and as amended.

**History:** 1961, Act 88, Eff. Sept. 8, 1961;—Am. 1965, Act 106, Imd. Eff. June 30, 1965.

### **38.1104 Reciprocal retirement system; eligibility for retirement allowance; conditions; commencement of retirement allowance.**

Sec. 4. A member of a reciprocal retirement system who leaves the employ of a reciprocal unit, designated as the preceding reciprocal unit, and enters the employ of another governmental unit, designated as the succeeding governmental unit, shall be entitled to a retirement allowance payable by the preceding reciprocal unit's retirement system subject to the following conditions:

(a) The member has 30 months or more of credited service in force acquired in the employ of the preceding reciprocal unit.

(b) Beginning September 1, 2006, the member does not withdraw his or her accumulated deposits from the preceding reciprocal unit's retirement system, or if the member has withdrawn the accumulated deposits, the member deposits with the preceding reciprocal unit the amount withdrawn together with interest compounded annually at the rate in effect for the preceding reciprocal unit; the deposit to be made within 20 years after the date the member becomes employed by the succeeding governmental unit.

(c) Beginning September 1, 2006, the member enters the employ of each succeeding governmental unit within 20 years after the date of leaving the employ of each preceding governmental unit.

(d) The member's credited service in force with the preceding reciprocal retirement systems plus the member's credited service acquired in the employ of succeeding governmental units equals or exceeds the minimum credited service required for age and service retirement in the applicable preceding reciprocal retirement system.

(e) The retirement allowance payable by any preceding reciprocal retirement system shall be determined at the time the member ceased to be a member of the preceding reciprocal retirement system, upon the basis of the retirement allowance formula of the preceding reciprocal retirement system, the member's credited service in force in the preceding reciprocal retirement system, and the member's final average salary at that time.

(f) Payment of a retirement allowance by a preceding reciprocal retirement system shall begin on the first day of the second calendar month immediately following the month in which proper written application is filed with the governing body of the preceding reciprocal retirement system on or after attainment of 60 years of age. The retirement allowance shall not begin before attainment of the minimum age for age and service retirement required in the preceding reciprocal retirement system.

**History:** 1961, Act 88, Eff. Sept. 8, 1961;—Am. 1963, Act 186, Eff. Sept. 6, 1963;—Am. 1965, Act 106, Imd. Eff. June 30, 1965;—Am. 1971, Act 48, Imd. Eff. June 28, 1971;—Am. 1975, Act 103, Eff. Jan. 1, 1976;—Am. 1979, Act 115, Imd. Eff. Oct. 9, 1979;—Am. 1982, Act 520, Imd. Eff. Dec. 31, 1982;—Am. 1988, Act 15, Imd. Eff. Feb. 18, 1988;—Am. 1990, Act 274, Imd. Eff. Dec. 3, 1990;—Am. 2008, Act 502, Imd. Eff. Jan. 13, 2009.

### **38.1105 Credited service generally.**

Sec. 5. A member of a reciprocal retirement system who has 30 months or more of credited service acquired as a member of the system and who has attained the age but has not met the service requirements for age and service retirement shall be entitled to use his or her credited service in force previously acquired as a member of governmental unit retirement systems in meeting the service requirements of the system from which he or she retires. Beginning September 1, 2006, if the member has a break in governmental unit employment for a period longer than 20 years, his or her service rendered in the employ of the governmental units prior to his or her last break in service shall not be used in satisfying the service requirement for age and service retirement in the system from which he or she retires. Except as provided in section 6, credited service

acquired in a governmental unit in which the member was previously employed shall not be used in determining the amount of his or her retirement allowance payable by the reciprocal retirement system from which he or she retires unless otherwise provided by the retirement system.

**History:** 1961, Act 88, Eff. Sept. 8, 1961;—Am. 1965, Act 106, Imd. Eff. June 30, 1965;—Am. 1990, Act 274, Imd. Eff. Dec. 3, 1990;—Am. 2008, Act 502, Imd. Eff. Jan. 13, 2009.

**38.1106 Transfer of credited service; agreement between preceding reciprocal unit and succeeding reciprocal unit; resolution; financial consideration; actuarial present value of retirement allowance; written policy.**

Sec. 6. (1) A reciprocal unit, designated as the preceding reciprocal unit, may enter into an agreement with a reciprocal unit, designated as the succeeding reciprocal unit, to transfer credited service of a member who leaves the employ of the preceding reciprocal unit and enters the employ of the succeeding reciprocal unit. The agreement shall be by resolution of the governing body of each reciprocal unit. The resolution shall specify the amount of credited service being transferred from the preceding reciprocal unit to the member's credit in the succeeding reciprocal unit and the amount of financial consideration being transferred from the preceding reciprocal unit to the succeeding reciprocal unit. The financial consideration transferred under this section shall not be greater than the larger of the following:

- (a) The accumulated contributions of the member whose credited service is being transferred.
  - (b) The actuarial present value of the retirement allowance payable by the preceding reciprocal unit under section 4 if the preceding reciprocal unit does not transfer the member's credited service under this section.
- (2) A succeeding reciprocal unit, before passing a resolution described in subsection (1), shall determine the actuarial present value of the retirement allowance that will be payable to the member under the retirement plan of the succeeding reciprocal unit attributable to the credited service to be transferred under subsection (1).

(3) The actuarial present value of the retirement allowance payable by the preceding reciprocal unit under subsection (1) and by the succeeding reciprocal unit under subsection (2) shall be calculated using the interest rate and mortality tables specified by the Pension Benefit Guarantee Corporation for calculating the actuarial present value of immediate and deferred pensions under a terminated pension plan as provided in part 2619 of subchapter C of chapter XXVI of title 29 of the Code of Federal Regulations, 29 C.F.R. part 2619.

(4) Each reciprocal unit, by resolution of the governing body of the reciprocal unit, shall establish a written policy to implement the provisions of this section in order to provide uniform application of this section to all members of the reciprocal retirement system.

**History:** Add. 1990, Act 274, Imd. Eff. Dec. 3, 1990.



MERS RESOLUTION FOR ADOPTING ACT NO. 88



**BE IT RESOLVED**, that the Village Council  
(Governing Body)  
of the Village of Franklin  
(Governmental Unit) hereby elects to adopt the provisions of Act No. 88,  
Public Acts of 1961, as amended, and become a reciprocal unit under the Reciprocal Retirement Act; and

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution shall be filed within ten  
(10) days from the date of this election with:

Michigan Department of State  
Office of the Great Seal  
7064 Crowser Boulevard  
Lansing, MI 48918

**and**

Municipal Employees' Retirement  
System of Michigan  
1134 Municipal Way  
Lansing, MI 48917

MOVED BY: \_\_\_\_\_

SUPPORTED BY: \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_

Adopted: \_\_\_\_\_,  
(Date)

I, Heather Mydloski, Village Clerk, of the  
(Name) (Title)

Village of Franklin  
(Governmental Unit) do hereby certify that the aforesaid is

a true and correct copy of a Resolution adopted at a regular meeting of the Village of Franklin  
Village Council held on February 14, 2022

\_\_\_\_\_  
(Signature of Authorized Official) Village Clerk  
(Title)