



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  
REGULAR COUNCIL MEETING  
MONDAY, September 13, 2021, 7:00 P.M.**

**Village of Franklin Hall (Broughton House), 32325 Franklin Rd, Franklin, MI 48025**

**A G E N D A**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ADOPTION OF AGENDA**
- IV. MINUTES:**
  - A. Regular Meeting of August 09, 2021
- V. PUBLIC REQUESTS AND COMMENTS**
- VI. REPORTS OF VILLAGE OFFICERS AND AGENTS**
- VII. SUBMISSION OF CURRENT BILLS**
- VIII. SPECIAL REPORTS**
  - A. President's Report
  - B. Council Report
  - C. Administrator Report
  - D. Main Street Franklin Report
    - 1. Consider 2021-2022 Main Street Agreement
  - E. Planning Commission Report
  - F. Diversity Equity & Inclusion Committee Report
- IX. UNFINISHED BUSINESS**
  - A. Consider the Appointment of an Alternate Board Member for the Zoning/Sign Board of Appeals.
  - B. Consider (2<sup>nd</sup> reading) Ordinance for Short Term Rentals
- X. NEW BUSINESS**
  - A. Consider 25741 River Drive Floodplain Application
  - B. Consider 31050 Briarcliff Demolition Application
  - C. Consider Michigan Library Appreciation Month Proclamation
  - D. Discussion Regional Urban Deer Management Program
  - E. Consider Proclamation for the Celebration of Constitution Week, September 17-23, 2021
  - F. Consider Interlocal Agreement Joint Senior Services
- XI. ADJOURNMENT**

Posted: September 10, 2021

Heather Mydloski / Village Clerk

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

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

**VILLAGE OF FRANKLIN  
REGULAR COUNCIL MEETING  
MONDAY, August 09, 2021, 7:00 P.M.  
Village of Franklin Hall (Broughton House), 32325 Franklin Rd, Franklin, MI 48025**

**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present: Brian Gordon, 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, Village Attorney Peter Gojcaj, Heather Mydloski, Village Clerk, Brian Coburn, Oakland County Water Resource Commission; and Ed Zmich of Hubbell, Roth, and Clark.

**III. ADOPTION OF AGENDA**

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

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

**NAYS: None**

**Motion carried.**

**IV. MINUTES**

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

**Motion by Seltzer, seconded by Saenz to adopt the Minutes for the Regular Meeting of July 19, 2021, as presented.**

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

**NAYS: None**

**Motion Carried.**

**V. PUBLIC REQUESTS AND COMMENTS**

**Public Comments were opened by President Bill Lamott at 7:00 PM.**

Jeff Kopelman, 30895 Oakleaf

- Asked the Council for an update from the Ad Hoc Water Study Committee Meeting.
  - Hansen and Seltzer informed Kopelman that the issue would be discussed by Fraser during his Administrator's report.

Nena Downing 30645 Bruce Lane

- Invited residents to the next Mobile Watch meeting on August 26, 2021, at 7:00PM at the Village Hall. Lt. Bastianelli will conduct a presentation for the FBFPD P.A.S.T. (Police And Seniors Together) Program.
  - Seltzer plans to attend. He was at the last meeting late and found it had already ended.
- The Franklin Historical Society will be participating in the Summer Block Party on August 18, 2021, from 5-8 PM, she invited residents to come to their booth.

**Public Comments were closed by President Bill Lamott at 7:03 PM.**

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

Dan Roberts, Police Chief

- Reviewed Submitted Report.
- Award Presentation to deserving Officers.
  - Ofc. Thomas Goodroe: Waded through a river in January to save a dog that was stranded. He returned the dog back to its owner, safe and sound.
  - Ofc. Kimberly Bonacorsi: Dispatched to Bingham Farms for a crime in progress. She arrived quickly and found the reported vehicle to have been ransacked. She and her partner moved quickly to survey the area for a suspect. She noticed an individual, walking down the street and was able to investigate the individual, which linked them to other surrounding community crimes.
  - Ofc. Jeff Gorski: Pulled up to a motorist that seemed to need help with a flat tire and was blocking traffic. Once he approached the motorist, he determined the motorist was not coherent. It turned out that the individual had multiple warrants for his arrest. The individual became combative. The individual was significantly larger in stature than Gorski, but he was able to defuse the situation without incident and the arrest was made peacefully.
  - Lt. Mike Bastianelli, Ofc. Jeff Gorski, Ofc. Kimberly Bonacorsi, Ofc. Logan Hall and Sgt. Bob Mydloski: In the area of Cheviot Hills and Thirteen Mile, some packages were seen taken from resident doorsteps. The officers found three (3) suspects based on the given description. When the individuals were stopped, they had multiple packages on their person that were reported missing from surrounding communities. It ended up that some of the individuals were wanted for other crimes including some violent crimes in the city of Detroit.
  - Ofc. Chris Doolan: While conducting building checks in the downtown Franklin business district, she observed a vehicle moving erratically. She ran to her patrol car and started

to pursue the vehicle. She tried to stop the vehicle, but it lost control and crashed on Thirteen Mile and Franklin Road. The driver was aggressive and non-compliant to her commands. She summoned Bloomfield Twp and Farmington Hills for back up. It was determined the motorist was under the influence of alcohol and it was his 3<sup>rd</sup> DUI. Her action kept a dangerous motorist off the roadways.

**Tony Averbuch, Fire Chief**

- Reviewed Submitted Report.
- FBFD had 96 runs in July.
- Thanked the Village and Mydloski for pushing him to create safety content.
- Thanked Civic Groups for including the Fire Department in their safety discussions surrounding their upcoming events.

**VII. SUBMISSION OF CURRENT BILLS**

**Lance Vainik, Village Treasurer**

- Council reviewed Submitted Report.

|                           |                      |
|---------------------------|----------------------|
| Totals: <b>08-09-2021</b> |                      |
| <b>CATEGORY</b>           | <b>SUB TOTALS</b>    |
| General                   | \$ 63,378.57         |
| Major Streets             | \$ 27,787.94         |
| Local Streets             | \$ 26,881.23         |
| Police                    | \$ 41,134.68         |
| Garbage and Rubbish       | \$ 15,132.13         |
| Building Dept.            | \$ 10,907.16         |
| Library                   | \$ -                 |
| Street Project            | \$ 5,403.00          |
| Road Millage              | \$ -                 |
| Pressure Sewer            | \$ -                 |
| Tax Collection            | \$ -                 |
| Wastewater                | \$ -                 |
| <b>TOTALS</b>             | <b>\$ 190,624.71</b> |

Gordon inquired of the disbursement of \$54,240.00 to Johnson Landscaping. Fraser confirmed it was due to debris cleaned up from the recent storm along with the normal disbursement for regularly scheduled maintenance.

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

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

**NAYS: None**

**Motion carried.**

**VIII. SPECIAL REPORTS**



A. President's Report

President Lamott

- NEXT was having an open house in August for 50+ individuals, residents could learn more about the programs they offer to our community.

B. Council Report

Nothing reported.

C. Administrator Report

Roger Fraser, Village Administrator

- Introduced Meg Schubert, Economic Development Director/Main Street Franklin. She has an MBA from Central Michigan. She comes from Isabella County Child Advocacy, where she served as a director. She has exhibited a high level of enthusiasm having met with Main Street Board Members, merchants and Karen Couf-Cohen, Communications Director along with others all within her first week.
- Plante Moran is conducting an extensive review of our internal processes and procedures in our Finance Department to ensure maximum efficiency.
- Ad Hoc Water Survey Committee Update: Results from the Water Survey have been submitted and now is the time to address resident concerns. There was an additional analysis from HRC (Hubbell, Roth, and Clark) suggesting the categorization of resident water concerns and subsequent resources to address each one. The subcommittee discussed various kinds of water safety, water treatment and well maintenance information to educate and provide solutions to resident concerns. The Subcommittee discussed the idea of suggesting voters consider a municipal water system solution that would allow residents to tap into the municipal water system, based on their demographics within the Village. By connecting to a bordering community water system in sections, the Village could merge those connections in the future when a Village wide municipal water system becomes necessary and/or feasible.
- Seltzer mentioned that the Water Survey results were submitted 45% not in favor and 55% in favor of their water systems as they are. He felt the Village may consider a vote in the future to see if there is a resident interest for municipal water.
- Hanke thought the minutes should be published and that the meeting should be accessible to residents. He moved that the Council meet to discuss the water issues at hand.
- Hansen asked Hanke if he was willing to use his demonstrated skill of statistics to help produce a thoughtful summary of the Water Study result. Gordon agreed.
- Hansen noticed Fraser had not expounded on water health in his report. Fraser stated although data had been obtained, additional data was required to properly ascertain the status of water health. All agreed that water health should be a key topic of discussion.
- It was determined the Council would meet an hour prior to the next Council meeting for the Ad Hoc Water Study Committee Meeting. This would afford the transparency they wish to provide for Village residents. (6:00 PM at the Village Hall on September 13, 2021.) This meeting will continue monthly until the issue is resolved.

**Motion to conduct an Ad Hoc Water Study Committee Meeting an hour prior to the next scheduled Regular Village Council Meeting on September 13, 2021, at 6:00 PM.**

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

**NAYS: None**

**Motion carried.**

**D. Clerk Report**

Heather Mydloski, Village Clerk

- Mydloski reported several lost and found items retrieved from the Village Green.
- She further mentioned that bug spray and mosquito repellent were free to residents and available at the Village Hall.

**E. Main Street Franklin Report**

Karen Couf-Cohen, Village Communications

- Excited for all that is going on in the Village. She is confident that the event will be well received, and that the community will come.
- She was also confident of maximum merchant exposure. She has published the event in multiple outlets: The Village Newsletter, Facebook, Twitter, Next Door, Event Brite, the Birmingham Eagle, a banner, lawn signs, Ads, and a Press Release.
- COVID precautions are in place to anticipate and prepare for the safety of all attendees. Personal protection equipment will be on hand and available complimentary.

Roger Fraser, Village Administrator

- Read a submitted letter from Lisa Dunn of Main Street.
- The letter commended Schubert for her excellent work within a short time, she is already scheduled to work with the Oakland County Main Street Program.
- The letter also praised the upcoming Summer Block party event.

Megan Schubert, Economic Development Director, Main Street Franklin

- Getting acclimated to her new position. Meeting with various merchants and community leaders to ascertain the rich history of the Village and the history of Main Street Franklin.
- She is looking forward to assisting with the Summer Block Party.
- She is scheduled to meet with John Bry of the Oakland County Main Street Program.
- Has already spoken to potential investors for downtown Franklin.
- She referenced her one hundred (100) day plan to include understanding the nuances of the relationship between Oakland County Main Street and Main Street Franklin, develop the Main Street Board of Directors, establish a strategic plan to create a benchmark for her desired goals.

**F. Planning Commission Report**

David Goldberg, Planning Commission Chairman

- Nothing reported.

**G. Diversity Equity & Inclusion Committee Report**

David Sahli, Diversity Equity & Inclusion Committee Chairman

- Currently working on the development of language for Village Communications.
- Implementation of available training to post in the Newsletter. Praised Couf-Cohen for her assistance with the process.
- Seltzer congratulated Sahli and his family on the birth of their new baby.

## **IX. NEW BUSINESS**

A. Consider the Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement.

Coburn stated the agreement outlines that Oakland County has been under a consent judgment with fifteen (15) members/communities since the late 1980's.

Lamott stated the agreement formalizes the infrastructure program.

Gordon asked for the Village Legal Counsel to weigh in. Gojcaj had no issue.

Hanke inquired of the budget impact. Fraser clarified that it is not a tax-based program. It is a user fee funded program identifying reserve funds for payment.

Coburn stated that this project will eliminate sanitary system overflows.

**Motion by Seltzer, seconded by Saenz to approve Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement as presented.**

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

**NAYS: None**

**Motion carried.**

B. Consider Proposal from Hubbell, Roth, and Clark to Analyze Notable Effects of recent Storm Flooding.

Hansen read the background of the proposal, she asked for clarification as to why the proposal seemed to include redundancies by charging for 3 of the 4 areas had already been analyzed with the Streetscape project. Zmich clarified that it was more than simply individual drains but rather the drainage process as a whole and the topography of the entire area.

Hanke asked if residents in those locations would be contacted to learn of their experiences. Zmich explained he could schedule a time that would afford surrounding residents the opportunity to voice their concerns and share their experiences.

Gordon was concerned that this is a reactionary approach and that it may be prudent to wait and see how the Streetscape project drains perform. He didn't feel the proposal was the correct option at this time.

Erlich mentioned these events keep occurring and have damaged homes. She believes further investigation is necessary as the weather events may continue to escalate and residents need to find answers.

Hansen requested that community input be added to the proposal. She also requested that Nowak & Frause Engineers (NFE) be contacted to ensure there is no redundancy from the work that has already been completed. She asked if the proposed work is enough to access the current drainage

system or is it merely reactionary due to the extraordinary rain fall this year, yet she agreed with Erlich that there is a need for a drain assessment to address the extraordinary circumstances. Zmich explained ultimately there can be no drain system constructed to handle every single problem, and if it were possible, it would not be feasible financially. Zmich stated it would make sense to wait until the completion of the Streetscape project before enacting this proposal. He further stated the proposal was prepared in response to Village request.

Saenz stated the recent storms were record breaking and he agreed with Gordon that it would be prudent to wait.

Zmich reminded the Council that the sewers are the responsibility of the Village and compliance with the MS4 Permit needs to be maintained. The County has sanitary but not storm drains.

Lamott was not comfortable with flooded basements even with extraordinary rain fall. He proposed the Council move forward with the proposal contingent on the completion of the Streetscape project.

Hanke inquired of the ordinance code for the maintenance of culverts.

Erlich believes an initial study of the drain system would help to alleviate the negative perception of our residents of the Council not remaining attentive to drainage complaints.

Zmich asked for clarity on the first proposal, as written or to look at 2 of the 4 areas defined? Lamott clarified to go ahead with the proposal as written but to focus on Items 3 and 4 of the proposed line items immediately, and to wait on the other two.

Hanke asked that a public notice be sent to residents within 1000 feet of the project.

**Motion by Seltzer, seconded by Saenz to approve the Proposal from Hubbell, Roth, and Clark to Analyze Notable Effects of recent Storm Flooding as presented.**

|         |     |
|---------|-----|
| Saenz   | AYE |
| Erlich  | AYE |
| Gordon  | NAY |
| Hansen  | NAY |
| Seltzer | AYE |
| Hanke   | AYE |
| Lamott  | AYE |

**5-2, motion carried.**

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

Zmich reviewed the submitted proposal. He gave an overview of the Sewer Maintenance Proposal. It is designed as an RFP (Request for Proposal.) In the RFP there are specific questions and qualification benchmarks to ensure the nature of the contractor not only is thoroughly vetted but conducive to the needs of the Village. A contractor is selected and retained for a span of three (3)-five (5) years and then it is suggested to go back out to bid. The RFP also entails the preparation of maps, details, and the proposed specifications. The fees are broken down into four (4) tasks:

1. Prepare the Request for Proposals (RFP) Bid Package
2. Evaluate the Proposals and Qualifications of the Applicants
3. Village Council Meetings and Preparation of Contract Documents
4. Storm Manhole and Catch Basin Inspection

For clarification of Trustee Gordon's question on the SAW Grant. Zmich stated the Village received a SAW Grant administered from OCWRC and HRC assisted with the process for \$300,000.00 (the sanitary wastewater side.) The question was raised, "What about the Storm Water side?", in 2012 the Village Administration declined moving forward with the Storm Water as they felt sanitary water was their sole concern at that time. Over time, it became apparent that there was a storm drain issue. The process had become reactionary. A regular Storm Sewer Maintenance system is needed to fulfill the Village obligation to the MS4 permit program compliance standards.

Saenz asked who recommended this and why is it needed now?

Fraser stated that when the storm drainage issues were discovered downtown for the Streetscape project, it was largely due to an apparent lack of maintenance.

Seltzer and Saenz stated we hadn't done routine maintenance in 20+ years, so we can delay the process if need be.

Gordon stated it was a millage issue and would require a vote.

Responding to Hansen, Fraser explained that he had reviewed the proposed plan with HRC and reviewed the budget situation both short and long term.

The Council discussed the possibility of a grant to pay for this project. Fraser agreed to explore grant opportunities with HRC.

Responding to Hansen, Fraser explained that Johnson Landscaping handled emergency repairs of the sewers but was not equipped to handle regular maintenance.

Fraser reiterated the importance of regular maintenance of the storm sewer.

**Motion by Gordon, seconded by Saenz to table the Proposal from Hubbell, Roth, and Clark for 2021 Annual Storm Sewer Maintenance Program until it can be determined how this project can be funded.**

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

**NAYS: None**

**Motion carried.**

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

Hanke asked if all the residents have had the opportunity to apply. Mydloski mentioned that the Newsletter and the website have standing application links for all Boards.

Hanke was concerned that it seemed that the DE&I Committee has not been involved in the process.

Gordon stated that he did not know Chairman Randy Brakeman personally but did not deny he was a devoted community servant. However, there was an item on the ZBA agenda that

Hansen mentioned that we had agreed to post volunteer openings. Also, there were two (2) other interested applicants from the last time Nick Bevins was considered and they needed an opportunity to re-apply.

Rick David spoke from the public that there was not a clear application process as there was not a notice of a vacancy posted anywhere. The Council agreed.

Saenz asked Sahli what part DE&I would add to this process. Sahli responded that DE&I would not have guidance for this specifically other than to illuminate any potential bias with how the process is being handled. The process needs to be evaluated to ensure full transparency of all opportunities.

Saenz amended his motion to ensure all have an opportunity to apply.

**Motion by Saenz, seconded by Erlich to table the Appointment of an Alternate Board Member for the Zoning/Sign Board of Appeals until the next meeting on September 13, 2021.**

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

**NAYS: None**

**Motion carried.**

**E. Consider Declaration of Emergency for the COVID-19 Resurgence until December 31, 2021.**

Council clarified that extending the Declaration of Emergency until the end of the year afforded all Boards, Commissions and Committees to have a choice of meeting in person or virtually (online) and remain in compliance with the Open Meetings Act.

## **VILLAGE OF FRANKLIN, MICHIGAN**

### **RESOLUTION TO ADOPT RULES FOR ELECTRONIC MEETINGS**

**WHEREAS**, the Michigan Open Meetings Act, MCL 15.261 et seq. was recently amended by the adoption of Public Act 228 of 2020 to permit the remote attendance by members of a public body using telephonic or video conferencing means; and

**WHEREAS**, at its May 10, 2021, the Village Council Resolved to provide the opportunity to meet electronically due to the COVID-19 Pandemic, which Resolution is set to expire by its own terms by August 31, 2021;

**WHEREAS**, a recent surge in confirmed novel coronavirus cases, including the Delta variant, Oakland County has expressed that it is within a seven-day average of 78 COVID-19 cases per day, which is firmly in the “substantial” range of the CDC’s guidance for everyone to wear a mask indoors regardless of vaccination status;

**WHEREAS**, the above stated recent surge is likely to escalate based upon CDC warnings, which may require that Village Council to meet and conduct the public business of the Village in a manner that permits both the general public and members of the Village Council and other Village boards and commissions subject to the Open Meetings Act to participate by electronic means for the safety and health of the community;

**WHEREAS**, the Village Council desires to extend the above Resolution until December 31, 2021, under the below terms.

**THEREFORE, IT IS RESOLVED** by the Franklin Village Council that the Rules of Conduct, as codified in Chapter 220 of the Codified Ordinances, are hereby amended to add the following provisions:

#### **ELECTRONIC MEETINGS**

##### **Rule 31. ELECTRONIC MEETINGS AUTHORIZED**

The Village Council may meet and conduct its meetings, in whole or in part, by electronic means using telephone conferencing or video conferencing technology without regard to physical place and physical presence requirements, in accordance with Section 3a of the Open Meetings Act, MCL 15.263a, as amended, through December 31, 2020.

Beginning January 1, 2021 through December 31, 2021, Village Council meetings may be held, in whole or in part, by electronic means using telephone conferencing or video conferencing technology due to circumstances requiring accommodation of any Village Councilmember absent because of military duty, a medical condition, or when a declared statewide or local state of emergency or state of disaster exists and the personal health or safety of members of the public or public body would be at risk if the meeting were held in person. As used in these Rules, the term “medical condition” means an illness, injury,

disability, or other health-related condition, including the quarantine or isolation of a Village Councilmember to minimize the spread of a contagious disease.

Beginning January 1, 2022 members of the Village Council may participate by electronic means in Village Council meetings only to accommodate their absence due to military duty.

### **Rule 32. CONDUCT OF ELECTRONIC MEETINGS**

An electronic meeting of the Village Council will be conducted in a manner that permits two-way communication so that members of the Council can hear and be heard by one another, and so that public participants can hear members of the Village Council and be heard by both the Council and other public participants. The Village may use technology to facilitate typed public comments submitted by members of the public participating in the electronically-held meeting that shall be read to or shared with members of the Village Council and other participants.

As permitted by the Open Meetings Act, a physical place is not required for an electronically-held meeting. Members of the Village Council and members of the public participating electronically in a meeting that occurs in a physical place are considered present and in attendance at the meeting for all purposes. For a meeting at which Village Councilmembers are physically absent due to military duty or a medical condition and who are being accommodated by remote participation, all other Village Councilmembers must be physically present at the meeting to be able to participate.

In addition to any other notice required by the Open Meetings Act, advance notice of an electronically-held meeting shall be posted on a portion of the Village's website that is fully accessible to the public. The public notice must be included on either the home page or a separate webpage dedicated to public notices for non-regularly scheduled or electronically-held public meetings that is accessible through a prominent and conspicuous link on the Village's website home page that clearly describes its purpose for public notification of non-regularly scheduled or electronically-held public meetings. Any scheduled meeting of the Village Council may be held as an electronic meeting as permitted by the Open Meetings Act if a notice consistent with this Rule is posted at least 18 hours before the meeting begins. Any notice of the meeting of the Village Commission held electronically must clearly contain all of the following:

- (a) Why the Village Council is meeting electronically;
- (b) How members of the public may participate in the meeting electronically (if a telephone number, internet address or both are required to participate, that information must be provided in the notice);
- (c) How members of the public may contact members of the Village Council to provide input or ask questions on any business that will come before the Council at the meeting; and
- (d) How persons with disabilities may participate in the meeting.



If an agenda exists for an electronically held meeting of the Village Council, the Village shall, on a portion of its website that is fully accessible to the public make the agenda of the meeting available to the public at least 2 hours before the meeting begins. This publication of the meeting agenda does not prohibit subsequent amendment of the agenda at the meeting.

A member of the general public is not required to register or otherwise provide his or her name or other information or otherwise fulfill a condition precedent to attend an electronically-held meeting, other than mechanisms established and required by the Village necessary to permit the individual to participate in a public comment period of the meeting.

Members of the general public otherwise participating in an electronically-held meeting of the Village Council are excluded from participation in a closed session of the Village Council that is held electronically provided that the closed session is convened and held in compliance with the requirements of the Open Meetings Act applicable to closed sessions.

**Rule 33. AGENDA FOR REGULAR BUSINESS MEETINGS; ELECTRONIC MEETINGS**

The order of business for all meetings of the Village Council conducted electronically and held during through December 31, 2020, and held beginning January 1, 2021 through December 31, 2021 for Village Council meetings held, in whole or in part, by electronic means using telephone conferencing or video conferencing technology when a declared statewide or local state of emergency or state of disaster exists shall be as follows: Call to Order; Roll Call; Adoption of Agenda; Approval of Minutes of previous meeting(s); Reports of Village Officers and agents; Submission of current bills; Public requests and comments; Unfinished business; New business; and Adjournment. The order of business outlined in this paragraph is not applicable when electronic means is used to accommodate the absence of individual Village Councilmembers due to military duty or a medical condition.

**Rule 34. PUBLIC COMMENTS**

During Village Council meetings conducted electronically, members of the public attending the meeting, once recognized by the chair, shall identify themselves for the record and indicate the municipality where they reside. Comments by the public will be limited to 2 minutes for each speaker unless the time is extended by the chair or by vote of the Council. Comments by the public during electronic meetings will be restricted to the public requests and comments portion of the meeting.

**Rule 35. COUNCILMEMBER ATTENDANCE BY PHONE/VIDEO**

A member of the Village Council who anticipates being absent from a meeting due to the circumstances set forth in the Open Meetings Act and these Rules may request accommodation of their absence to permit their remote participation in and voting on Commission business by two-way telephonic or video conferencing communication. A

Village Councilmember who desires to attend a meeting by telephonic or video conferencing shall inform the Village Administrator, or the Village Administrator's designee, at least 24 hours before the meeting to permit any necessary technology to be put in place to accommodate participation of the absent member. Village Councilmembers attending a meeting by telephone or video conferencing may fully participate in the meeting, including voting and attendance in any closed session of the Village Council. A Councilmember participating by telephonic or video conferencing is not permitted to chair the meeting unless all Council members are participating by telephone or video conferencing.

Any member of the Village Council attending a meeting remotely must publicly announce at the outset of the meeting (which shall be included in meeting minutes) that the member is attending the meeting remotely. If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must identify the member's physical location by stating the city, village or township and the state from which the member is attending the meeting remotely.

#### **Rule 36. OTHER BOARDS AND COMMISSIONS**

All other Village boards and commissions and the members thereof are governed by and shall conform to the provisions contained in these Rules setting forth the requirements and procedures by which absent members and the public may remotely participate in meetings electronically by telephone or video conferencing. In the event of any conflict between these rules and the bylaws or procedural rules of the other board or commission, this Rule is controlling authority.

**Motion by Seltzer, seconded by Saenz to approve the Declaration of Emergency for the COVID-19 Resurgence until December 31, 2021, as presented.**

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

**NAYS: None**

**Motion carried.**

- F. Consider Correction to Ordinance; Section 1268.28; Creating Standards for Garden Enclosures amendments are proposed to Section 1268.28, Fences, to create standards for enclosures around gardens, including requirements governing their locations, size, and materials (Approval date of July 19, 2021. Suggested Correction to add in the remaining portion of the current Fence Ordinance.)**

**Motion by Seltzer, seconded by Saenz to approve the Correction to Ordinance; Section 1268.28; Creating Standards for Garden Enclosures amendments are proposed to Section 1268.28, Fences, to create standards for enclosures around gardens, including requirements governing their locations, size, and materials (Approval date of July 19, 2021. Suggested Correction to add in the remaining portion of the current Fence Ordinance.) as presented.**

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

**NAYS: None**

**Motion carried.**

**G. Consider Civic Events Permit for the Labor Day Round Up on September 06, 2021.**

**Motion by Seltzer, seconded by Hanke to approve the Civic Events Permit for the Labor Day Round Up on September 06, 2021, as presented.**

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

**NAYS: None**

**Motion carried.**

**H. Consider Civic Events Permit for Art in the Village on September 03-06, 2021.**

Hanke asked about the comment for the vendor parking. Erlich and Lamott stated the artists do not park there.

**Motion by Seltzer, seconded by Hanke to approve the Civic Events Permit for Art in the Village on September 03-06, 2021, as presented.**

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

**NAYS: None**

**Motion carried.**

**I. Consider Civic Events Permit for the Friends of the Franklin Public Library Oktoberfest on Friday, October 8, 2021.**

**Motion by Hanke, seconded by Erlich to approve the Civic Events Permit for the Friends of the Franklin Public Library Oktoberfest on Friday, October 8, 2021, as presented.**

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

**NAYS: None**

**Motion carried.**

**X. ADJOURNMENT**

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

**AYES:** Seltzer, Saenz, Hansen, Hanke, Erlich, Gordon and Lamott  
**NAYS:** None

**Motion carried.**

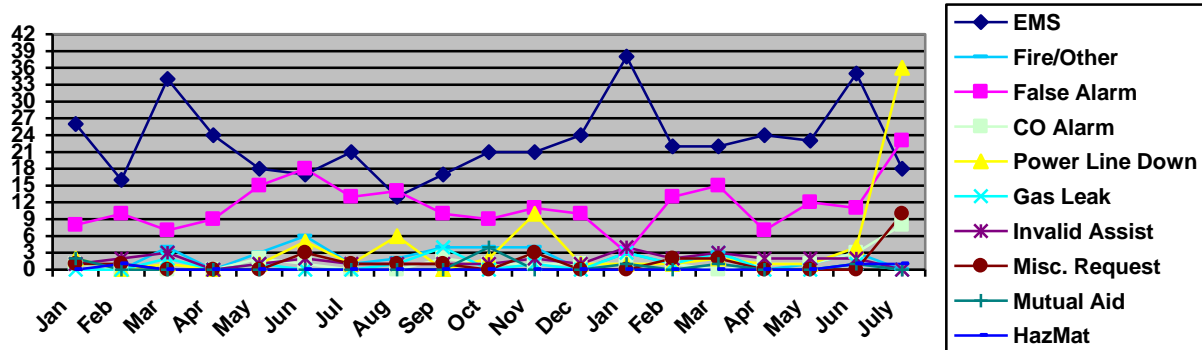
There being no further business, the meeting was adjourned at 9:20 PM.

William Lamott  
Village Council President

Heather Mydloski  
Village Clerk

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

Past 18 Months Response Trends:



June Response Information (857):

| INCIDENT TYPE  | # INCIDENTS |
|--|-------------|
| 321 - EMS call, excluding vehicle accident with injury | 15          |
| 322 - Motor vehicle accident with injuries             | 3           |
| 340 - Search for lost person, other                    | 1           |
| 411 - Gasoline or other flammable liquid spill         | 1           |
| 424 - Carbon monoxide incident                         | 5           |
| 440 - Electrical wiring/equipment problem, other       | 1           |
| 444 - Power line down                                  | 36          |
| 542 - Animal rescue                                    | 1           |
| 554 - Assist invalid                                   | 2           |
| 600 - Good intent call, other                          | 3           |
| 611 - Dispatched & cancelled en route                  | 4           |
| 622 - No incident found on arrival at dispatch address | 3           |
| 651 - Smoke scare, odor of smoke                       | 1           |
| 733 - Smoke detector activation due to malfunction     | 6           |
| 735 - Alarm system sounded due to malfunction          | 4           |
| 736 - CO detector activation due to malfunction        | 2           |
| 746 - Carbon monoxide detector activation, no CO       | 1           |
| 800 - Severe weather or natural disaster, other        | 7           |

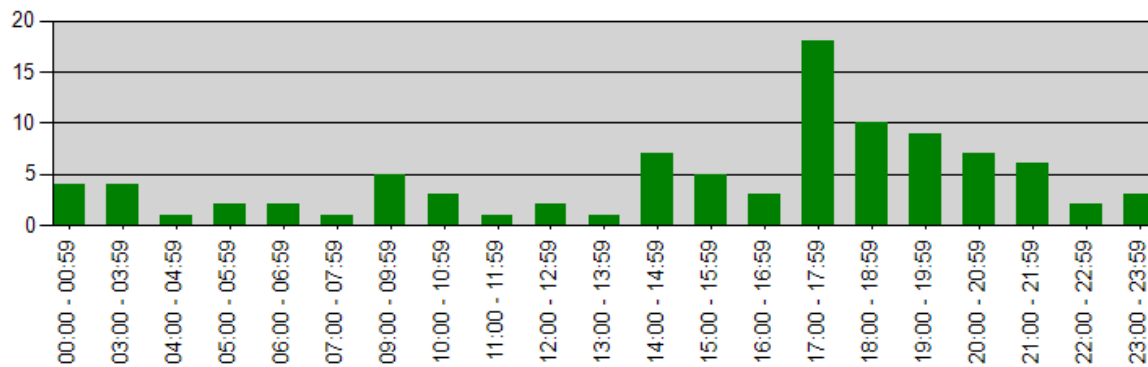
# Incidents for ST1 - Station 1:

96

Average response time for the month (72)

| RESPONSE MODE  | NUMBER of APPARATUS | AVERAGE RESPONSE TIME in MM:SS (Dispatch to Arrived) |
|--|---------------------|--|
| Initial Lights and Sirens, Downgraded to No Lights or Sirens | 10                  | 4:05   |
| No Lights or Sirens  | 84                  | 4:57   |
| Lights and Sirens  | 153                 | 5:47   |
| <b>Total:</b>  | <b>247</b>          | <b>5:26</b>  |

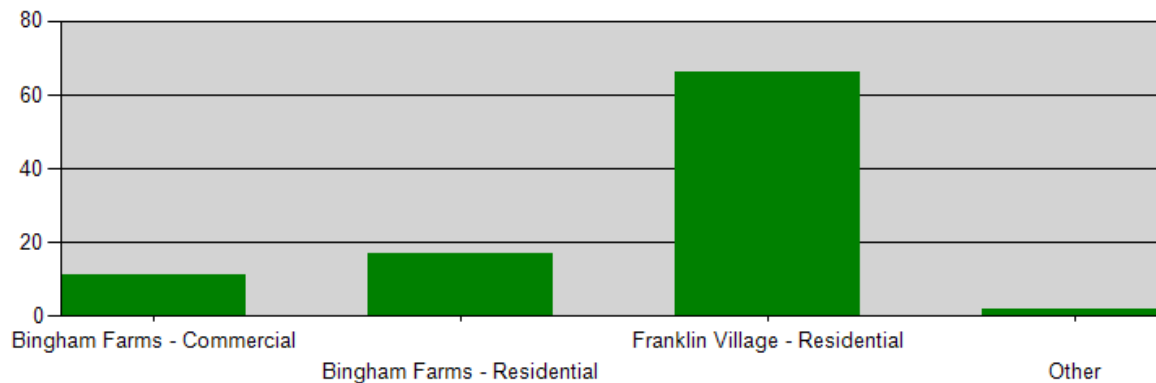
#### Incidents Calls by Hour (1010):



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

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

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



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

| Incident Date  | Incident # | Address                                       | Zone                           | Custom Questions                                  |
|--|------------|---|--------------------------------|---|
| <b>600 - Good intent call, other (not billable)</b>                          |            |   |                                |   |
| 07/05/2021   | 2021-21286 | 30875 Franklin RD<br>Franklin, MI 480254802   | Franklin Village - Residential | Was this alarm caused by contractors?: <b>No</b>  |
| 07/24/2021   | 2021-21369 | 26880 Charles<br>Franklin, MI 48025           | Franklin Village - Residential | Was this alarm caused by contractors?: <b>N/A</b> |
| <b>611 - Dispatched &amp; cancelled en route (not billable)</b>              |            |   |                                |   |
| 07/05/2021   | 2021-21287 | 23820 Overlook<br>Bingham Farms, MI 480254802 | Bingham Farms - Residential    | Was this alarm caused by contractors?: <b>No</b>  |
| 07/18/2021   | 2021-21355 | 31525 Nottingham<br>Franklin, MI 480254802    | Franklin Village - Residential | Was this alarm caused by contractors?: <b>No</b>  |
| <b>622 - No incident found on arrival at dispatch address (not billable)</b> |            |   |                                |   |

|   |            |  |                                      |   |
|---|------------|--|--------------------------------------|---|
| 07/20/2021  | 2021-21363 | 14 Mile RD<br>Franklin, MI 48025                       | Franklin<br>Village -<br>Residential | Was this alarm caused<br>by contractors?: <b>N/A</b>        |
| <b>651 - Smoke scare, odor of smoke (not billable)</b>                |            |  |                                      |   |
| 07/07/2021  | 2021-21298 | 32440 Susanne DR<br>Franklin, MI 48025                 | Franklin<br>Village -<br>Residential | Was this alarm caused<br>by contractors?: <b>No</b>         |
| <b>733 - Smoke detector activation due to malfunction (billable)</b>  |            |  |                                      |   |
| 07/16/2021  | 2021-21351 | 23515 Woodlynne DR<br>Bingham Farms, MI 48025          | Bingham<br>Farms -<br>Residential    | Was this alarm caused<br>by contractors?: <b>Yes</b>        |
| 07/20/2021  | 2021-21360 | 31500 Bingham RD<br>Bingham Farms, MI 48025            | Bingham<br>Farms -<br>Residential    | Was this alarm caused<br>by contractors?: <b>Yes</b>        |
| 07/22/2021  | 2021-21364 | 26955 Wellington<br>Franklin, MI 480254802             | Franklin<br>Village -<br>Residential | Was this alarm caused<br>by contractors?: <b>Yes</b>        |
| <b>735 - Alarm system sounded due to malfunction (billable)</b>       |            |  |                                      |   |
| 07/05/2021  | 2021-21285 | 30715 River Crossing ST<br>Bingham Farms, MI 480254802 | Bingham<br>Farms -<br>Residential    | Was this alarm caused<br>by contractors?:<br><b>Unknown</b> |
| 07/07/2021  | 2021-21289 | Telegraph RD<br>Bingham Farms, MI 480254802            | Bingham<br>Farms -<br>Commercial     | Was this alarm caused<br>by contractors?: <b>No</b>         |
| 07/07/2021  | 2021-21322 | 31000 Telegraph RD<br>Bingham Farms, MI 48025          | Bingham<br>Farms -<br>Commercial     | Was this alarm caused<br>by contractors?: <b>No</b>         |
| 07/08/2021  | 2021-21326 | 32600 Telegraph RD<br>Bingham Farms, MI 48025          | Bingham<br>Farms -<br>Commercial     | Was this alarm caused<br>by contractors?: <b>No</b>         |
| <b>736 - CO detector activation due to malfunction (not billable)</b> |            |  |                                      |   |
| 07/14/2021  | 2021-21349 | 32949 Grimsby LN<br>Franklin, MI 48025                 | Franklin<br>Village -<br>Residential | Was this alarm caused<br>by contractors?: <b>No</b>         |

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

32311 FRANKLIN RD  
FRANKLIN, MICHIGAN

Telephone  
(248) 626-9672

DANIEL D. ROBERTS  
Chief of Police

Fax  
(248) 538-5450

**MONTHLY REPORT**  
**AUGUST 2021**

**CALLS FOR SERVICE**

|   | <u>NUMBER</u> | <u>PERCENT</u> | <u>YEAR - TO -<br/>DATE</u> | <u>YEAR-TO DATE<br/>LAST YEAR</u> |
|---|---------------|----------------|-----------------------------|-----------------------------------|
| BINGHAM FARMS w/S.A.D.                          | 137           | 25%            | 898                         | 722                               |
| FRANKLIN  | 166           | 30%            | 1173                        | 1115                              |
| OTHER   | 6             | 1%             | 84                          | 39                                |
| TRAFFIC STOPS ONLY                              | 242           | 44%            | 1950                        | 1318                              |
| <b>TOTAL:</b>                                   | <b>551</b>    | <b>100%</b>    | <b>4105</b>                 | <b>3194</b>                       |
| S.A.D. Only: S.A.D.=Special Assessment District | <b>40</b>     |                | <b>294</b>                  | <b>255</b>                        |

**WRITTEN COMPLAINTS**

|               | <u>NUMBER</u> | <u>PERCENT</u> | <u>YEAR - TO -<br/>DATE</u> | <u>YEAR-TO DATE<br/>LAST YEAR</u> |
|---------------|---------------|----------------|-----------------------------|-----------------------------------|
| BINGHAM FARMS | 36            | 62%            | 208                         | 127                               |
| FRANKLIN      | 17            | 29%            | 164                         | 184                               |
| S.A.D./OTHER  | 5             | 9%             | 55                          | 37                                |
| <b>TOTAL:</b> | <b>58</b>     | <b>100%</b>    | <b>427</b>                  | <b>348</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>1</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>1</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 2020</u> |
|---------------------|---------------|-------------------------|------------------------------|
| <b>FELONIES</b>     | <b>0</b>      | <b>6</b>                | <b>5</b>                     |
| <b>MISDEMEANORS</b> | <b>15</b>     | <b>122</b>              | <b>60</b>                    |

## MISDEMEANOR INCIDENTS

|                   | <u>DATE</u> | <u>INCIDENT</u> | <u>COMMENTS</u>                                   |
|-------------------|-------------|-----------------|---|
| (A)=Arrest        | 8/1/2021    | 21-3563(F)      | Littering on Public or Private Property           |
| (B)=Bingham Farms | 8/5/2021    | 21-3608(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
| (F)=Franklin      | 8/8/2021    | 21-3662(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
| (S)=S.A.D.        | 8/9/2021    | 21-3679(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
| (O)=Other         | 8/10/2021   | 21-3704(F)      | Littering on Public or Private Property           |
|                   | 8/13/2021   | 21-3787(F)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/14/2021   | 21-3794(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/14/2021   | 21-3800(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/19/2021   | 21-3870(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/21/2021   | 21-3915(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/21/2021   | 21-3924(B)      | OPS-Never Acquired-NOELA (A)                      |
|                   | 8/22/2021   | 21-3937(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/23/2021   | 21-3955(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/23/2021   | 21-3962(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |
|                   | 8/24/2021   | 21-3965(B)      | Vehicle Registration-Improper/Expired (A)         |
|                   | 8/24/2021   | 21-3970(B)      | Misdemeanor Arrest Warrant-Other Jurisdiction (A) |
|                   | 8/25/2021   | 21-3994(B)      | DWLS Ops Licenses Suspended/Revoked (A)           |

## FELONY INCIDENTS


|                   | <u>DATE</u> | <u>INCIDENT</u> | <u>COMMENTS</u> |
|-------------------|-------------|-----------------|-----------------|
| (A)=Arrest        | 8/25/2021   | 21-3993(S)      | Fraud (Other)   |
| (B)=Bingham Farms |             |                 |                 |
| (F)=Franklin      |             |                 |                 |
| (S)=S.A.D.        |             |                 |                 |
| (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. | 103           | 63%            | 814                     | 588                      |
| FRANKLIN             | 61            | 37%            | 536                     | 264                      |
| OTHER                | 0             | 0%             | 0                       | 0                        |
| <b>TOTAL:</b>        | <b>164</b>    | <b>100%</b>    | <b>1350</b>             | <b>852</b>               |

## OTHER MATTERS

| <u>DATE</u> | <u>INCIDENT</u> | <u>COMMENTS</u>  |
|-------------|-----------------|--|
| 8/12/2021   | 21-2850(B)      | *Public Peace-Misrep. W.Int Obstruct Police<br>*Improper Plates<br>*Drove While Unlicensed/Lic Not Valid<br>(Related to prior violations, dated 6/22/21) |

 9/8/2021  
Daniel D. Roberts, Chief of Police

09/10/2021 12:30 PM  
User: DOREEN  
DB: Franklin Village

CHECK REGISTER FOR VILLAGE OF FRANKLIN  
CHECK DATE FROM 08/16/2021 - 09/10/2021

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| Check Date                 | Bank | Check | Vendor    | Vendor Name                         | Description                              | Amount           |
|----------------------------|------|-------|-----------|-------------------------------------|--|------------------|
| Bank GEN GEN FUND CHECKING |      |       |           |                                     |  |                  |
| 08/26/2021                 | GEN  | 32841 | MISC BLDG | AMERICAN POOL SERVICE INC           | BD Bond Refund                           | 1,500.00         |
| 08/26/2021                 | GEN  | 32842 | 00017     | ARROW OFFICE SUPPLY CO.             | OFFICE SUPPLIES                          | 165.05           |
|                            |      |       |           |                                     | OFFICE SUPPLIES                          | 8.38             |
|                            |      |       |           |                                     | OFFICE SUPPLIES - KEYBOARD               | 29.99            |
|                            |      |       |           |                                     | OFFICE SUPPLIES - BINDERS, ENVELOPES, TO | 148.45           |
|                            |      |       |           |                                     |  | <u>351.87</u>    |
| 08/26/2021                 | GEN  | 32843 | 00265     | BASIC                               | MONTHLY FEE FOR SECTION 105 HRA ADMINIST | 68.00            |
| 08/26/2021                 | GEN  | 32844 | 00028     | BLUE CROSS BLUE SHIELD OF MICHIGAN  | HEALTH INSURANCE 9-1-21 - 9-30-21        | 15,585.20        |
|                            |      |       |           |                                     | HEALTH INSURANCE                         | 1,939.21         |
|                            |      |       |           |                                     |  | <u>17,524.41</u> |
| 08/26/2021                 | GEN  | 32845 | 00029     | BP PRODUCTS NORTH AMERICA           | FUEL 7-14-21 - 8-13-21                   | 673.59           |
| 08/26/2021                 | GEN  | 32846 | MISC BLDG | BROWN CONSTRUCTION & REMODELING     | BD Bond Refund                           | 200.00           |
| 08/26/2021                 | GEN  | 32847 | 00035     | BS&A SOFTWARE                       | CASH RECEIPTING IMPLEMENTATION & PROJECT | 425.00           |
|                            |      |       |           |                                     | REMOTE BS&A ONLINE BUILDING DEPT SET UP  | 1,000.00         |
|                            |      |       |           |                                     |  | <u>1,425.00</u>  |
| 08/26/2021                 | GEN  | 32848 | 00214     | CMP DISTRIBUTORS INC.               | ARMOR EXPRESS HALO THREAT LEVEL IIIA VES | 865.00           |
| 08/26/2021                 | GEN  | 32849 | 00048     | COMCAST CABLE                       | COMCAST - SEPT 2021                      | 250.34           |
| 08/26/2021                 | GEN  | 32850 | 00051     | CONSUMERS ENERGY                    | POLICE CONSUMERS - 7/21/21 - 8/18/21     | 27.68            |
|                            |      |       |           |                                     | CONSUMERS ENERGY 7/21/21 - 8/18/21       | 17.96            |
|                            |      |       |           |                                     | CONSUMERS ENERGY 7/21/21 - 8/18/2021     | 17.96            |
|                            |      |       |           |                                     |  | <u>63.60</u>     |
| 08/26/2021                 | GEN  | 32851 | 00438     | DOREEN MARTIN                       | AUGUST 2021 EXPENSE REIMBURSEMENT        | 153.91           |
| 08/26/2021                 | GEN  | 32852 | 00403     | FIDELITY SECURITY LIFE INS CO       | EYE MED SEPT 2021                        | 307.89           |
| 08/26/2021                 | GEN  | 32853 | 00009     | GLASS LAW GROUP PA                  | LEGAL SERVICES 7/1/21 - 7/31/21          | 743.75           |
| 08/26/2021                 | GEN  | 32854 | 00087     | GREAT LAKES INTERNET AND CONSULTING | SERVICE CALL - CONFIGURE MEG FOR BS&A; M | 200.00           |
|                            |      |       |           |                                     | IMPORT TAX DATA FROM OAKLAND COUNTY      | 100.00           |
|                            |      |       |           |                                     |  | <u>300.00</u>    |
| 08/26/2021                 | GEN  | 32855 | 00095     | HEATHER MYDLOSKI LLC                | MONITORING AND CONTENT RESEARCH 6-27-202 | 500.00           |
|                            |      |       |           |                                     | MONITORING AND RESEARCH - JUNE 2021      | 500.00           |
|                            |      |       |           |                                     |  | <u>1,000.00</u>  |
| 08/26/2021                 | GEN  | 32856 | 00458     | LEXIPOL                             | POLICE ONE ACADEMY ANNUAL RATE PER USER  | 2,200.00         |
| 08/26/2021                 | GEN  | 32857 | 00119     | MICHIGAN EDUCATION SAVINGS PROGRAM  | A25865787-01                             | 976.16           |
| 08/26/2021                 | GEN  | 32858 | 00136     | MICHIGAN MUNICIPAL LEAGUE           | CLASSIFIED ADS MAIN STREET/ECONOMIC DEVE | 133.68           |
|                            |      |       |           |                                     | WEBSITE CLASSIFIED - ADMIN/HR/FINANCE    | 295.32           |
|                            |      |       |           |                                     |  | <u>429.00</u>    |
| 08/26/2021                 | GEN  | 32859 | 00398     | NOWAK & FRAUS ENGINEERS             | ENGINEERING THROUGH 7/25/2021            | 21,919.50        |
| 08/26/2021                 | GEN  | 32860 | 00165     | OFFICE DEPOT                        | OFFICE SUPPLIES                          | 189.99           |
|                            |      |       |           |                                     | OFFICE SUPPLIES                          | 76.89            |
|                            |      |       |           |                                     | CENTON DATASTICK PRO - USB               | 101.58           |
|                            |      |       |           |                                     |  | <u>368.46</u>    |

09/10/2021 12:30 PM  
 User: DOREEN  
 DB: Franklin Village

CHECK REGISTER FOR VILLAGE OF FRANKLIN  
 CHECK DATE FROM 08/16/2021 - 09/10/2021

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| Check Date | Bank | Check | Vendor    | Vendor Name                       | Description   | Amount                             |   |
|------------|------|-------|-----------|-----------------------------------|---|------------------------------------|---|
| 08/26/2021 | GEN  | 32861 | 00174     | REYNOLDS                          | COLD PATCH - 8/13/2021  | 368.94                             | V |
| 08/26/2021 | GEN  | 32862 | 00173     | REYNOLDS WATER CONDITIONING CO    | SALT<br>50# SALT  | 102.25<br>102.25                   |   |
|            |      |       |           |                                   |   | 204.50                             |   |
| 08/26/2021 | GEN  | 32863 | 00357     | SAVATREE, LLC                     | TREE REMOVAL T21-004 24800 FRANKLIN FARM<br>31040 CRESTWOOD DRIVE TREE REMOVAL  | 310.00<br>200.00                   |   |
|            |      |       |           |                                   |   | 510.00                             |   |
| 08/26/2021 | GEN  | 32864 | 00456     | SEWAH STUDIOS INC                 | HISTORICAL MARKER<br>HISTORICAL MARKER  | 800.00<br>800.00                   |   |
|            |      |       |           |                                   |   | 1,600.00                           |   |
| 08/26/2021 | GEN  | 32865 | 00297     | SOCRRA                            | HOUSEHOLD HAZARDOUS WASTE & USED ELECTRO  | 60.00                              |   |
| 08/26/2021 | GEN  | 32866 | 00457     | STANDARD INSURANCE COMPANY RC     | LIFE & DISABILITY AUG 2021<br>LIFE & DISABILITY SEPT 2021   | 547.70<br>547.70                   |   |
|            |      |       |           |                                   |   | 1,095.40                           |   |
| 08/26/2021 | GEN  | 32867 | 00454     | TENDER CORPORATION                | WIPES; NATRAPEL FOR WEST NILE GRANT   | 126.00                             |   |
| 08/26/2021 | GEN  | 32868 | 00370     | TIREHUB LLC                       | 2455518 GY EAGLE RS A POLICE BW 103V<br>2756518 GY WRALT ADV KEVLAR OWL 113S C  | 540.00<br>612.00                   |   |
|            |      |       |           |                                   |   | 1,152.00                           |   |
| 08/26/2021 | GEN  | 32869 | 00293     | ULINE                             | 18 INCH HD TRAFFIC CONES<br>LYSOL DISINFECTANT CRISP LINEN  | 232.63<br>118.43                   |   |
|            |      |       |           |                                   |   | 351.06                             |   |
| 08/26/2021 | GEN  | 32870 | 00195     | VERIZON WIRELESS                  | JULY 13 2021 - AUG 12 2021 CHARGES  | 109.15                             |   |
| 08/26/2021 | GEN  | 32871 | 00065     | WEX BANK                          | FUEL - AUGUST 2021  | 1,072.87                           |   |
| 08/26/2021 | GEN  | 32872 | MISC BLDG | WHITELAW CUSTOM HOMES INC         | BD Bond Refund  | 200.00                             |   |
| 09/01/2021 | GEN  | 32873 | 00387     | AED PRIME LLC                     | PHILIPS BATTERY FOR ONSITE AED  | 258.95                             |   |
| 09/01/2021 | GEN  | 32874 | 00421     | CHARTER TWP OF BLOOMFIELD         | 8/15/21 - 9/15/21 DISPATCH AND LOCK UP<br>LOCK UP CHARGES AUGUST 2021   | 4,166.66<br>150.00                 |   |
|            |      |       |           |                                   |   | 4,316.66                           |   |
| 09/01/2021 | GEN  | 32875 | 00049     | COMMAND OFFICERS ASSN OF MICHIGAN | LEGAL AID FEES 2021   | 195.60                             |   |
| 09/01/2021 | GEN  | 32876 | 00455     | CONNIE FOLK                       | MINUTES RECORDING AUGUST 2021   | 330.00                             |   |
| 09/01/2021 | GEN  | 32877 | 00062     | DTE                               | ELECTRICITY - 7/29/21 - 8/26/21<br>ELECTRICITY 7/29/21 - 8/26/21<br>ELECTRICITY -7/29/21 - 8/26/21<br>ELECTRICITY 7/29/21 - 8/26/21 | 97.14<br>68.47<br>232.76<br>622.41 |   |
|            |      |       |           |                                   |   | 1,020.78                           |   |
| 09/01/2021 | GEN  | 32878 | 00072     | FRANKLIN-BINGHAM FIRE DEPARTMENT  | REIMBURSE FBFD MAGENTS AND CLINGS<br>JULY 2021 TAX COLLECTION   | 544.00<br>87,918.58                |   |
|            |      |       |           |                                   |   | 88,462.58                          |   |
| 09/01/2021 | GEN  | 32879 | 00082     | GFL                               | FRONT LOAD SVC WEEKLY   | 93.23                              |   |

09/10/2021 12:30 PM  
 User: DOREEN  
 DB: Franklin Village

CHECK REGISTER FOR VILLAGE OF FRANKLIN  
 CHECK DATE FROM 08/16/2021 - 09/10/2021

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| Check Date | Bank | Check | Vendor    | Vendor Name                         | Description                              | Amount     |
|------------|------|-------|-----------|-------------------------------------|--|------------|
|            |      |       |           |                                     | RESIDENTIAL PICK UP ON-CALL              | 14,828.90  |
|            |      |       |           |                                     |  | 14,922.13  |
| 09/01/2021 | GEN  | 32880 | 00346     | GRAINGER                            | OFFICE SUPPLIES                          | 359.40     |
| 09/01/2021 | GEN  | 32881 | MISC BLDG | GUARDIAN WATERPROOFING INC          | BD Bond Refund                           | 200.00     |
| 09/01/2021 | GEN  | 32882 | 00351     | HURON VALLEY GUNS                   | WIESE - UNIFORMS                         | 106.98     |
| 09/01/2021 | GEN  | 32883 | 00106     | JERRY L HOBSON                      | MECHANICAL AND PLUMBING INSPECTION AUGUS | 1,327.51   |
| 09/01/2021 | GEN  | 32884 | 00110     | K & M LEASING                       | CANNON IMAGE RUNNER                      | 79.00      |
|            |      |       |           |                                     | CANNON IR-C5535I                         | 171.00     |
|            |      |       |           |                                     |  | 250.00     |
| 09/01/2021 | GEN  | 32885 | 00459     | KUSTOM SIGNALS, INC                 | PROLASER 4                               | 2,195.00   |
| 09/01/2021 | GEN  | 32886 | 00115     | LEADER BUSINESS                     | CANON/IMAGE RUNNER ADV C5535I            | 318.35     |
| 09/01/2021 | GEN  | 32887 | 00226     | OAKLAND COUNTY TACTICAL TRAINING CO | 2021 ANNUAL TRAINING FEE                 | 250.00     |
| 09/01/2021 | GEN  | 32888 | 00165     | OFFICE DEPOT                        | OFFICE SUPPLIES - DISINFECT PRODUCTS     | 212.86     |
| 09/01/2021 | GEN  | 32889 | 00169     | POLICE OFFICERS ASSOCIATION         | LEGAL AID FEES SEPT 2021                 | 451.40     |
| 09/01/2021 | GEN  | 32890 | 00174     | ROAD COMMISSION FOR OAKLAND COUNTY  | COLD PATCH 8/13/21                       | 368.94     |
| 09/01/2021 | GEN  | 32891 | 00177     | RON SHELTON                         | AUGUST 2021 INSPECTIONS                  | 1,063.54   |
| 09/01/2021 | GEN  | 32892 | 00297     | SOCRRA                              | HOUSEHOLD HAZARDOUS WASTE                | 240.00     |
| 09/10/2021 | GEN  | 32893 | 00008     | ALLEGRA PRINT & IMAGING             | HANDICAP SIGN                            | 40.22      |
| 09/10/2021 | GEN  | 32894 | 00019     | AT & T                              | SEPTEMBER 2021 CHARGES                   | 53.27      |
|            |      |       |           |                                     | AUGUST 2021 SERVICES                     | 533.54     |
|            |      |       |           |                                     |  | 586.81     |
| 09/10/2021 | GEN  | 32895 | 00048     | COMCAST CABLE                       | COMCAST SEPT 2021 CHARGES                | 294.79     |
| 09/10/2021 | GEN  | 32896 | 00129     | CORE                                | PROFESSIONAL SERVICES - PLANNING AND ZON | 1,381.25   |
| 09/10/2021 | GEN  | 32897 | 00337     | CORELOGIC                           | RESIDENTIAL COST HANDBOOK                | 371.95     |
|            |      |       |           |                                     | REFUND FOR TF-2408-177-003 OVERPAYMENT A | 1,774.94   |
|            |      |       |           |                                     |  | 2,146.89   |
| 09/10/2021 | GEN  | 32898 | 00063     | ECONO SIGNS                         | TRAFFIC SIGNS                            | 259.80     |
| 09/10/2021 | GEN  | 32899 | 00073     | FRANKLIN AUTO SERVICE LLC           | AUTO SERVICE AUGUST 2021                 | 176.16     |
| 09/10/2021 | GEN  | 32900 | 00077     | FRANKLIN PUBLIC LIBRARY             | AUGUST 2021 TAX DISBURSEMENT             | 155,729.34 |
| 09/10/2021 | GEN  | 32901 | 00072     | FRANKLIN-BINGHAM FIRE DEPARTMENT    | AUGUST 2021 TAX DISBURSEMENT             | 293,872.58 |
| 09/10/2021 | GEN  | 32902 | 00009     | GLASS LAW GROUP PA                  | PROFESSIONAL SERVICES RENDERED AUGUST 20 | 1,020.00   |
| 09/10/2021 | GEN  | 32903 | 00087     | GREAT LAKES INTERNET AND CONSULTING | 9/1/21 SERVICES CALL                     | 100.00     |
|            |      |       |           |                                     | DOMAIN HOSTING SEPTEMBER 2021            | 50.00      |
|            |      |       |           |                                     | ANNUAL SUPPORT 9/1/2021 - 9/1/2022       | 480.00     |
|            |      |       |           |                                     |  | 630.00     |
| 09/10/2021 | GEN  | 32904 | 00095     | HEATHER MYDLOSKI LLC                | MONITORING AND CONTENT RESEARCH AUGUST 2 | 500.00     |
| 09/10/2021 | GEN  | 32905 | 00096     | HUBBELL, ROTH & CLARK, INC          | CRESTWOOD AND THIRTEEN MILE RD           | 1,311.05   |
|            |      |       |           |                                     | 24505 N CROMWELL SITE PLAN REVIEW        | 808.00     |
|            |      |       |           |                                     | MS4 PERMIT ASSISTANCE                    | 343.09     |
|            |      |       |           |                                     | VILLAGE WIDE WATER STUDY                 | 18,752.55  |
|            |      |       |           |                                     | MS4 PERMIT ASSISTANCE                    | 135.66     |
|            |      |       |           |                                     | 30575 OAK LEAF LANE SITE PLAN REVIEW     | 66.81      |
|            |      |       |           |                                     | SIGN INVENTORY AND RECOMMENDATION        | 53.60      |
|            |      |       |           |                                     | VILLAGE WALKING TRAILS COMMUNITY PROJECT | 396.69     |
|            |      |       |           |                                     | 32575 ROMSEY STUDY PLAN REVIEW           | 127.17     |
|            |      |       |           |                                     | VILLAGE STORM STRUCTURES AND SEWERS INVE | 787.99     |
|            |      |       |           |                                     | 2021 DRAINAGE STUDIES FLOODING INVESTIGA | 132.32     |
|            |      |       |           |                                     | VILLAGE WIDE WATER STUDY AND REPORT 2020 | 1,562.69   |
|            |      |       |           |                                     | CRESTWOOD AND THIRTEEN MILE ROAD INTERSE | 2,316.59   |

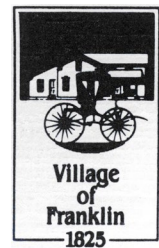
| Check Date                 | Bank | Check | Vendor | Vendor Name                         | Description                              | Amount     |
|----------------------------|------|-------|--------|-------------------------------------|--|------------|
|                            |      |       |        |                                     | 32575 ROMSEY AS BUILT REVIEW 2           | 336.00     |
|                            |      |       |        |                                     |  | 27,130.21  |
| 09/10/2021                 | GEN  | 32906 | 00108  | JOHNSON LANDSCAPING, INC            | AUG BILLING                              | 36,539.50  |
| 09/10/2021                 | GEN  | 32907 | 00260  | MJ AWARDS                           | PLAQUES & ENGRAVING                      | 130.00     |
| 09/10/2021                 | GEN  | 32908 | 00398  | NOWAK & FRAUS ENGINEERS             | STREETSCAPE FRANKLIN RD AND 14 MILE      | 26,874.50  |
| 09/10/2021                 | GEN  | 32909 | 00155  | OAKLAND COUNTY WATER RESOURCES COMM | COMMERCIAL SOIL EROSION CLASS 2 INSP FEE | 186.25     |
| 09/10/2021                 | GEN  | 32910 | 00191  | OM                                  | JULY 2021 COVERAGE                       | 594.31     |
| 09/10/2021                 | GEN  | 32911 | 00166  | ORKIN PEST CONTROL                  | PC STANDARD QUARTERLY                    | 168.00     |
| 09/10/2021                 | GEN  | 32912 | 00392  | PERFECT CLEANERS OF DETROIT INC.    | UNIFORM CLEANING - POLICE AUGUST 2021    | 27.50      |
| 09/10/2021                 | GEN  | 32913 | 00174  | ROAD COMMISSION FOR OAKLAND COUNTY  | JULY 2021 INVOICE DETAIL                 | 243.81     |
| 09/10/2021                 | GEN  | 32914 | 00297  | SOCRRA                              | HHW & UEE SERVICE                        | 120.00     |
| 09/10/2021                 | GEN  | 32915 | 00190  | SUNSET MAINTENANCE LLC              | JANITORIAL SERVICES - AUGUST 2021        | 275.00     |
|                            |      |       |        |                                     | JANITORIAL SERVICES AUGUST 2021          | 1,159.00   |
|                            |      |       |        |                                     |  | 1,434.00   |
| 09/10/2021                 | GEN  | 32916 | 00244  | THOMSON REUTERS - WEST              | ONLINE SOFTWARE SUBSCRIPTION CHARGES     | 281.39     |
| 09/10/2021                 | GEN  | 32917 | 00241  | WALNUT LAKE ACE HARDWARE            | CARPET TAPE & BATTERIES                  | 30.97      |
|                            |      |       |        |                                     | BATTERIES                                | 16.99      |
|                            |      |       |        |                                     |  | 47.96      |
| 09/10/2021                 | GEN  | 32918 | 00198  | WILLIAM DINNAN                      | PLAN REVIEW & BUILDING INSPECTION AUGUST | 4,220.00   |
| GEN TOTALS:                |      |       |        |                                     |  |            |
| Total of 78 Checks:        |      |       |        |                                     |  | 729,656.35 |
| Less 1 Void Checks:        |      |       |        |                                     |  | 368.94     |
| Total of 77 Disbursements: |      |       |        |                                     |  | 729,287.41 |

09/10/2021 01:24 PM CHECK DISBURSEMENT REPORT FOR VILLAGE OF FRANKLIN  
 User: HEATHER  
 DB: Franklin Villag

CHECK DATE FROM 08/16/2021 - 09/10/2021

|  |            |
|--|------------|
| Total for fund 101 GENERAL             | 487,794.70 |
| Total for fund 202 MAJOR STREETS       | 2,028.28   |
| Total for fund 203 LOCAL STREETS       | 35,452.24  |
| Total for fund 207 POLICE              | 36,681.14  |
| Total for fund 226 GARBAGE & RUBBISH   | 15,342.13  |
| Total for fund 249 BUILDING DEPARTMENT | 11,916.09  |
| Total for fund 402 STREET PROJECT      | 48,980.25  |
| Total for fund 542 WASTE WATER         | 1,399.06   |
| Total for fund 703 TAX COLLECTION      | 89,693.52  |
| TOTAL - ALL FUNDS                      | 729,287.41 |

**Village of Franklin**  
**Engineering and Infrastructure Monthly Progress Report**  
**August 2021**



**WATER STUDY**

- ≡ Initial Meeting with committee on August 4, 2021
- ≡ Provided website references to well use, maintenance, and testing information to Village
- ≡ Working on "pre-application" for Hazard Mitigation Grant funding to study the installation of a community well at Village Hall for emergency use.
- ≡ Next meeting with committee on 9/13/21

**STORM SEWER MAINTENANCE PROGRAM**

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

**CRESTWOOD INTERSECTION**

- ≡ Pulled all available utility information
- ≡ Survey is complete
- ≡ Base drawings prepared
- ≡ Working on final grading and paving plan
- ≡ Will provide Village a draft set of plans and quoting documents by Sept. 24.

**2021 FRANKLIN DRAINAGE STUDIES**

- ≡ Met with Village personnel on August 25, 2021 in the field to review and discuss recent drainage/flooding concerns
- ≡ Proposed survey work scope to be provided to the Village for review in early September
- ≡ Survey scheduled for early September

**SIDEWALK INTERCONNECTION PLANS**

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

**MS4 (STORM WATER) PERMIT COMPLIANCE**

- ≡ Continue to support Village with EGLE correspondence and follow up
- ≡ Ordinance revisions needed sent to Roger for review

**ROADS**

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

**Village of Franklin  
Engineering and Infrastructure Monthly Progress Report  
August 2021**



**PLAN REVIEWS OF NOTE**

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

**MISCELLANEOUS**

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

***ISSUED: 9/10/21***

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





32325 Franklin Road, Franklin, Michigan  
48025

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

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

# Memorandum

**To:** Bill Lamott, Village President and Village Council  
**From:** Meg Schubert, Main Street Franklin / Economic Development Director  
**Date:** September 10<sup>th</sup>, 2021  
**Re:** Main Street Franklin and Village of Franklin Agreement

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President Lamott and Council Trustees:

Each year the Village of Franklin enters into a formal agreement with Main Street Franklin outlining terms and commitments of the collaborative relationship between both parties. Both Michael Seltzer and Mark Hanke, as appointed Council Liaisons to the Main Street Franklin Board of Directors, worked with the Main Street Executive Director and the Village Administer to compose said draft agreement. The draft Agreement was then reviewed by the Village Attorney.

## **MAIN STREET FRANKLIN AND VILLAGE OF FRANKLIN**

### **2021-2022 AGREEMENT LETTER**

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

#### **Section 1: Main Street Franklin’s Commitments:**

##### **Organization**

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

##### **Economic Vitality**

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

##### **Design**

- Develop ongoing façade grant program.

- Assist the Village and MSF in identifying grant opportunities for public improvements and design related matters for the downtown.
- Continue to communicate availability of design and architectural services provided by Main Street Oakland County and assist the stakeholders wishing to access them.
- Assist in Franklin's Downtown Streetscape execution and enhancements.

## Section 2: Village Commitments

- Fund and provide support for the position of MSF Executive Director/ Village of Franklin Economic Development Director including salary and fringe benefits.
- Provide a twenty-thousand-dollar (\$20,000) contribution to MSF budget, which may be terminated by the Village by providing 30 days advanced written notice.
- Provide office space for Main Street Executive Director/ Economic Development Director within Village office and use of various office equipment including phone, copiers, and laptop.
- Provide access to office utilities including phone and internet.
- Provide services to support events organized by MSF on public property or in the Village Downtown (such as permits), maintaining website links and publications.
- Share information concerning Village downtown development including infrastructure improvement efforts, planning and zoning and design issues where sharing this information enables MSF to effectively carry out its purpose.
- Appoint 2 Council Liaison's to sit as voting members on the MSF board of directors. The Council Liaisons will act as a resources, communication channel and advocate and will advise MSF Executive Director in moving agenda items through Council.
- Support to the extent permitted by law the implementation and facilitation of Main Street Programs and special events.

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

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

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

Zoning Board of Appeals Alternate Application  
Submitted as part of the September 2021 Village Council Meeting

Nicholas Bevins  
25838 Hersheyvale Drive  
Franklin, MI 48025

Village Council Members,

I submit this application for your consideration for an alternate member to the Franklin Zoning Board of Appeals. I served on the ZBA for several months earlier this year and believe I was an effective, fair, and involved member during my tenure. While I was not selected to continue in that seat on the board, I continue to remain interested in serving in whatever capacity is available. I find the work on the ZBA of particular interest to me and feel that it is a good opportunity for me to give back to the Village in a way that suits my experience and skills. To that end, I completed the recent Zoning Board of Appeals training put on by the Michigan Association of Planning on June 30. I hope that my initial experiences and training from both this session and my short stay on the ZBA earlier this year make me a good candidate for this alternate position. I also hope that you'll consider reviewing previous ZBA minutes from the meetings I attended to see that I was actively involved in finding creative ways to balance the interests of fellow community members with the overall goals of the Village outlined in the ordinances.

Please reach out to me using the contact information on the following page if you need further clarification or information on my application. Thank you very much for your consideration.

Best,

A handwritten signature in black ink, appearing to read 'Nick Bevins', written in a cursive style.

Nick Bevins



## APPLICATION FOR VILLAGE BOARD OR COMMISSION

*(Please print clearly)*

### Zoning Board of Appeals

Board/Commission of Interest

Name Nicholas Bevins

Address 25838 Hersheyvale Drive, Franklin, MI

Home Phone 814-777-4083 Cell Same

Email [nickbevins@gmail.com](mailto:nickbevins@gmail.com)

Length of Residence 7 years Occupation Medical Physicist

Reason for Interest: I served on the ZBA previously from Mar-Jun 2021 when I was appointed to fill a vacated seat. In that time, I participated in several ZBA calls and found that my involvement on board was a very rewarding way to give back to the Village. In addition to working with my fellow ZBA members, I enjoyed the interactions with the applicants of the cases, the opportunity to explore parts of the Village I hadn't yet seen, and to become more familiar with the ordinances of the Village. While I was not selected to remain in that seat, I am still interested in being part of the board and volunteering my time and abilities to help keep the Village the wonderful place we all call home. I feel that my background in regulatory work and committee experience makes me a strong candidate for this position.

Related Employment: Medical Physicist, Henry Ford Health, July 2014-present. This position has extensive involvement in regulatory compliance across a wide variety of agencies and governing bodies. Many parts of the job involve the interpretation and implementation of rules in much the same way the ZBA operates. I am often challenged with finding creative ways to remain within the spirit of the law or regulation, while remaining practical to a given set of constraints.

Education: Ph.D., Medical Physics, University of Wisconsin-Madison, 2012; M.S., Medical Physics, UW-Madison, 2009; B.S., Physics, Pennsylvania State University, 2007

Past Experience or Other Relevant Information: I was a full ZBA member in the beginning of 2021. As part of my previous ZBA involvement, I attended the Michigan Association of Planning Zoning Board of Appeals Training on June 30, 2021. I am also an active committee member and chairperson across a number of local, national, and international committees which aim to create standards and regulations across a variety of healthcare areas. My full CV is attached for the list of committees, and I'm happy to provide further information for any questions as part of my application.

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, I have no conflicts of interest to declare

Are you an elector in the Village of Franklin? Yes

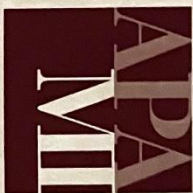
Matthew B. Berin

Signature of Applicant

8/4/21

Date





# *Michigan Association of Planning*

## *Certificate of Completion*

*This certifies that*

***Nicholas Bevins***

*has successfully completed the Zoning Board of Appeals training held in  
Oakland County, Michigan, on June 30, 2021.*

*Amy M. Vansen*

Amy M. Vansen, AICP  
Director of Information and Programs

*Andrea Brown*

Andrea Brown, AICP  
Executive Director

# Nicholas B. Bevins

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|                |  |  |
|----------------|--|--|
| CONTACT        | Department of Radiology<br>Henry Ford Hospital<br>2799 W. Grand Blvd<br>Detroit, MI, 48202   | <i>Cell:</i> (313) 694-0187<br><i>Office:</i> (313) 916-2878<br><i>Email:</i> <a href="mailto:nick@rad.hfh.edu">nick@rad.hfh.edu</a> |
| EMPLOYMENT     | <b>Senior Staff Physicist</b> , Henry Ford Health System, Detroit, MI 2014–present<br>· Vice Chair, Radiology 2021–present<br>· Division Head, Imaging Physics 2017–present<br>· Program Director, Imaging Physics Residency 2017–present<br>· Primary Areas of Interest: Informatics, CT, Mammography, Fluoroscopy  |  |
| EDUCATION      | <b>Imaging Physics Residency</b> , Henry Ford Health System, Detroit, MI 2012–2014<br><br><b>Ph.D., Medical Physics</b> , The University of Wisconsin–Madison 2007–2012<br>· Dissertation topic: X-ray phase contrast imaging and computed tomography<br><br><b>B.S., Physics</b> , The Pennsylvania State University 2003–2007<br>· <i>Phi Beta Kappa</i> , with <i>Honors and Distinction</i> , Schreyer Honors College  |  |
| CERTIFICATIONS | American Board of Radiology<br>· Diagnostic Medical Physics 2015   |  |
| PROFESSIONAL   | American Association of Physicists in Medicine (AAPM)<br>· Chair, Working Group on DICOM Coordination 2019-present<br>· Vice Chair, Working Group on DICOM Coordination 2015-2018<br>· Chair, Imaging Informatics Subcommittee 2021-present<br>· Vice Chair, Imaging Informatics Subcommittee 2016-2020<br>· Co-Chair, TG 270: Display QA 2014-2019<br>· Member, Science Council 2019-present<br>· Member, Imaging Physics Committee 2016-2018, 2021-present<br>· Member, WG on Diagnostic Demand and Supply Projection 2019-present<br>· Member, WG on IEC Coordination 2020-present<br>· Member, TG 260: Use of Handheld Devices for Viewing Medical Images 2015-2018<br>· Member, TG 322: Task Group for Color Displays in Medicine 2017-present<br>· Member, TG 316: Ultrasound Display Presentation Consistency 2018-present<br>· AAPM Representative, DICOM WG 02: Projection Radiography 2015-present<br>· AAPM Representative, DICOM WG 11: Display Function Standard 2015-present<br><br>Radiological Society of North America (RSNA)<br>· Physics Captain, RSNA Educational Exhibits Award Committee 2014-2018<br>· Member, RSNA Educational Exhibits Award Committee 2013<br><br>Digital Imaging and Communications in Medicine (DICOM)<br>· Member, DICOM Standard Committee 2019-present<br>· Member, DICOM Working Group 02: Projection Radiography 2016-present<br>· Member, DICOM Working Group 11: Display Function Standard 2016-present<br>· Member, DICOM Working Group 28: Physics 2016-present<br>· Member, DICOM Working Group 33: Data Archive and Management 2020-present |  |



|                       |  |              |
|-----------------------|--|--------------|
|                       | American Board of Radiology (ABR)  |              |
|                       | <ul style="list-style-type: none"> <li>· Item Writer, Diagnostic Medical Physics OLA Committee</li> <li>· Oral Examiner</li> </ul>   | 2017-present |
|                       | International Electrotechnical Commission (IEC)  |              |
|                       | <ul style="list-style-type: none"> <li>· Special Expert, SC 62B/WG 51, Medical Image Display Systems</li> </ul>  | 2020-present |
|                       | Peer Reviewer  |              |
|                       | <ul style="list-style-type: none"> <li>· Medical Physics</li> <li>· Journal of Applied Clinical Medical Physics (JACMP)</li> <li>· Journal of Digital Imaging (JDI)</li> </ul>   |              |
| TEACHING              | Henry Ford Health System   |              |
|                       | <i>Imaging Physics Lectures</i>  | 2012-present |
|                       | <ul style="list-style-type: none"> <li>· Provide physics education lectures and hands-on demonstrations to radiologists, radiology residents, technologists, and staff</li> </ul>  |              |
| INVITED PRESENTATIONS | <b>Nicholas Bevins</b> , Joel Gray, Mark Supanich, Zheng Feng Lu, Jeff Frimeth, “Considerations for Evaluating Color Displays,” 63 <sup>rd</sup> Annual Meeting of The American Association of Physicists in Medicine (AAPM) (2021)  |              |
|                       | <b>Nicholas Bevins</b> , Alisa Walz-Flannigan, Michael Flynn, “Display QC,” 60 <sup>th</sup> Annual Meeting of The American Association of Physicists in Medicine (AAPM) in Nashville, TN (2018)   |              |
|                       | Alisa Walz-Flannigan, <b>Nicholas Bevins</b> , Michael Silosky, “Update On Task Group 270: Display Quality Assurance,” 59 <sup>th</sup> Annual Meeting of The American Association of Physicists in Medicine (AAPM) in Denver, CO (2017)   |              |
| PUBLICATIONS          | Edward H. Lee, Jimmy Zheng, Errol Colak, Maryam Mohammadzadeh, Golnaz Houshmand, <b>Nicholas Bevins</b> , Felipe Kitamura, Emre Altinmakas, Eduardo Pontes Reis, Jae-Kwang Kim, Chad Klochko, Michelle Han, Sadegh Moradian, Ali Mohammadzadeh, Hashem Sharifian, Hassan Hashemi, Kavous Firouznia, Hossien Ghanaati, Masoumeh Gity, Hakan Doğan, Hojjat Salehinejad, Henrique Alves, Jayne Seekins, Nitamar Abdala, Çetin Atasoy, Hamidreza Pouraliakbar, Majid Maleki, S. Simon Wong, Kristen W. Yeom, “Deep COVID DeteCT: an international experience on COVID-19 lung detection and prognosis using chest CT,” <i>Digital Medicine</i> <b>4</b> (11), (2021). <a href="#">[Link]</a> |              |
|                       | Yener Yeni, Daniel Oravec, Joshua Drost, <b>Nicholas Bevins</b> , Courtney Morrison, and Michael Flynn, “Bone Health Assessment via Digital Wrist Tomosynthesis in the Mammography Setting,” <i>Bone</i> <b>144</b> (2021), 115804 (2020). <a href="#">[Link]</a>  |              |
|                       | Ran Zhang, Xin Tie, Zhihua Qi, <b>Nicholas Bevins</b> , Chengzhu Zhang, Dalton Griner, Thomas Song, Jeffery Nadig, Mark Schiebler, John Garrett, Ke Li, Scott Reeder, Guang-Hong Chen, “Diagnosis of COVID-19 Pneumonia Using Chest Radiography: Value of Artificial Intelligence,” <i>Radiology</i> <b>236</b> (2), 420-426 (2020). <a href="#">[Link]</a>  |              |
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## APPLICATION FOR VILLAGE BOARD OR COMMISSION

Board/Commission of Interest (Please print clearly) Alternate on Zoning Board of Appeals

Name: Constance M. Ettinger (Connie)

Address: 25600 River Dr., Franklin, MI 48025

Home Phone: 248-626-3124 Cell: 248-933-7241

E-mail: cletting@aol.com

Length of Residence in the Village: 37 years Occupation: Attorney (retired but licensed in good standing) since 1980 / stand up comedian

Reason for interest: See attached narrative.

Related Employment Experience (Please indicate dates)

A. Vice President / President of Franklin Community Association

B. Member of Planning Commission for the Village of Franklin, 2009-2018

C. Chairperson, Planning Commission, March 2013 - July, 2017

Education: Undergraduate, University of Michigan, BGS with High Honors, 1975-77  
Law School, University of Michigan, JD cum laude, 1977-79

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

See Above; also have been employed as a stand up comedian and booking agent for over 20 years; spouse to David Ettinger for 40 years

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? Proudly, YES.

Constance Ettinger

Signature of Applicant

8/16/2021

Date

## **REASON FOR INTEREST IN SERVING ON THE ZBA AS AN ALTERNATE**

Because the Zoning Ordinance, as I understand it, is designed to encourage the harmonious development of properties, protect property values through community involvement, and to enhance the aesthetics of the community, I feel that the Zoning Ordinance is the most important piece of land use legislation in our Village. Because variances or exceptions to the Zoning Ordinance may be sought without taking all these factors into account, I believe the ZBA should act as the vigilant watchdog for the Village with respect to preserving or encouraging harmonious and attractive land use. I also believe that the ZBA can help avoid hardship to property owners by granting relief where unusual situations present themselves through no fault of the property owner. I do not, however, believe that hardship is proven by mere failure to maximize monetary gain. I feel that the Zoning Ordinance should be strictly adhered to, absent the most compelling of circumstances.





## APPLICATION FOR VILLAGE BOARD OR COMMISSION

(Please print clearly)

### Zoning Board Board/Commission of Interest

**Name:** Rick David

**Address :** 27201 Wellington Rd

**Home Phone** (248) 865-0585

**Cell** (248) 910 - 7747

**E-mail** rdavid.email@gmail.com

**Length of Residence** 5 years      **Occupation** Retired Executive / CPA

**Reason for interest :** Having built a new home in the Village some five years ago, I understand the importance of maintaining certain standards throughout the Village. As a business executive, I am also knowledgeable regarding the many issues that local businesses must confront as they operate their businesses to serve the local community.

**Related Employment Experience** (Please indicate dates)

A. UHY Advisors (consulting, tax and accounting firm - COO, 2010 - 2019)

B. Butzel Long Law Firm - CFO, 2008 - 2010

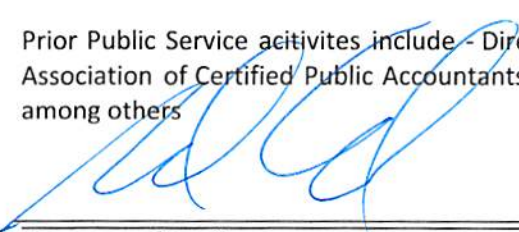
C. KPMG, Big 4 Accounting Firm, Partner, 1978 - 2008

**Education:** BBA, the University of Michigan

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

Currently serve as - Treasurer of the Franklin Village Library, Trustee of the Michigan Accountancy Foundation, Member of the AICPA Council, Instructor at Walsh College, Christ Church Cranbrook - Special Finance Committee for Historic Building Renovation Project

Prior Public Service activities include - Directorships with Michigan State Board of Accountancy, Michigan Association of Certified Public Accountants, Art in Public Places - Mt. Clemens, Detroit Sports Commission, among others

  
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
3/7/21

\_\_\_\_\_  
Date

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: NONE

ORDINANCE NO. \_\_\_\_\_

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

THE VILLAGE OF FRANKLIN ORDAINS:

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

**1240.08 DEFINITIONS.**

As used in this Zoning Code:

(a) *No change.*

(b) In addition:

(1) through (22) *No change.*

(23) Dwelling unit. “Dwelling unit” means a building or portion thereof designed or used as a place of residence for a single family.

(23B) Dwelling unit, rental. “Rental dwelling unit” means to provide or offer for possession or occupancy a dwelling unit, in which the owner does not reside, to a person who is not the legal owner of record, for a term of twenty-eight (28) days or longer, pursuant to a written or oral agreement. Rental dwelling unit does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).

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

(24) through (88) *No change.*

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

## **1250.01 STATEMENT OF PURPOSE.**

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

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

## **1250.02 PERMITTED USES.**

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

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

**1250.03 PROHIBITED USES.**

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

(a) through (e) *No change.*

(f) Short-term rental dwelling units.

**1250.04 SPECIAL APPROVAL USES.**

*No further change.*

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

*No further change.*

**1250.06 SITE PLAN REVIEW.**

*No further change.*

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

*No further change.*

**1250.08 LOT DIMENSIONS.**

*No further change.*

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

**1256.02 PERMITTED USES.**

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

(a) through (r) *No change.*

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

(t) Accessory structures, uses and signs, excluding buildings, customarily incidental to the above permitted uses in accordance with Section 1268.13, subject to the following restrictions:

(1) Outdoor advertising signs, only when pertaining to the sale, rental or use of the premises on which they are located, or to goods sold or activities conducted thereon, shall be displayed flat against the front or side elevation of the building and shall not project above the roof line. (See also Chapter 1474 of these Codified Ordinances.)

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

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

**1256.03 SPECIAL APPROVAL USES.**

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

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

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

Section 6.     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 7.     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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021.

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William Lamott, President  
Village of Franklin

CERTIFICATE

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

---

Heather Mydloski, Clerk  
Village of Franklin

02/03/202109/13/2021

ORDINANCE NO. \_\_\_\_\_

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

THE VILLAGE OF FRANKLIN ORDAINS:

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

**1240.08 DEFINITIONS.**

As used in this Zoning Code:

(a) *No change.*

(b) In addition:

(1) through (22) *No change.*

(23) Dwelling unit. “Dwelling unit” means a building or portion thereof designed or used as a place of residence for a single family.

(23AB) Dwelling unit, rental. “Rental dwelling unit” means to provide or offer for possession or occupancy a dwelling unit, in which the owner does not reside, to a person who is not the legal owner of record, for a term of twenty-eight (28) days or longer, pursuant to a written or oral agreement. Rental dwelling unit does not include state-licensed residential facilities, subject to the provisions of Section 206 of the Michigan Zoning Enabling Act, PA 110 of 2006, as amended (MCL 125.3206).

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

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(24) through (88) *No change.*

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

#### **1250.01 STATEMENT OF PURPOSE.**

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

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

#### **1250.02 PERMITTED USES.**

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

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



**1250.03 PROHIBITED USES.**

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

(a) through (e) No change.

(f) Short-term rental dwelling units.

**1250.034 SPECIAL APPROVAL USES.**

*No further change.*

**1250.045 ACCESSORY USES, BUILDINGS AND STRUCTURES.**

*No further change.*

**1250.056 SITE PLAN REVIEW.**

*No further change.*

**1250.067 AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS.**

*No further change.*

**1250.078 LOT DIMENSIONS.**

*No further change.*

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

**1256.02 PERMITTED USES.**

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

(a) through (r) *No change.*

- (s) Single family residential uses, including rental dwelling units, when located on the second floor of a building that is designed for a retail, service, or office use on the first floor.
- (t) Accessory structures, uses and signs, excluding buildings, customarily incidental to the above permitted uses in accordance with Section 1268.13, subject to the following restrictions:
  - (1) Outdoor advertising signs, only when pertaining to the sale, rental or use of the premises on which they are located, or to goods sold or activities conducted thereon, shall be displayed flat against the front or side elevation of the building and shall not project above the roof line. (See also Chapter 1474 of these Codified Ordinances.)

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

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

**1256.03 SPECIAL APPROVAL USES.**

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

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

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

Section 6.     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 7.     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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021.

---

William Lamott, President  
Village of Franklin

CERTIFICATE

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

---

Heather Mydloski, Clerk  
Village of Franklin

09/13/2021

ORDINANCE NO. \_\_\_\_\_

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- (a) Encourage the construction of, and the continued use of, the land for, single-family dwellings.
- (b) Prohibit business, commercial or industrial use of the land, and to prohibit any other use which would interfere with development or maintenance of single-family dwellings in the District. To that end, the Village Council determines and finds that a developing trend toward short-term rental occupancy in traditional single-family residential dwellings is undesirable and inconsistent with maintaining the character and integrity of the Village's single-family residential neighborhoods; that it is considered to be a commercial use of residential premises akin to a motel or inn which are uses that are not permitted in single-family residential districts; and that such commercial uses have not been, and are not, permitted to be located in single family residential districts.
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**1250.034 SPECIAL APPROVAL USES.**

*No further change.*

**1250.045 ACCESSORY USES, BUILDINGS AND STRUCTURES.**

*No further change.*

**1250.056 SITE PLAN REVIEW.**

*No further change.*

**1250.067 AREA, HEIGHT, BULK AND PLACEMENT REQUIREMENTS.**

*No further change.*

**1250.078 LOT DIMENSIONS.**

*No further change.*

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

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William Lamott, President  
Village of Franklin

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BY THE VILLAGE COUNCIL OF THE VILLAGE OF  
FRANKLIN AT A MEETING THEREOF HELD ON  
\_\_\_\_\_, 2021.

---

Heather Mydloski, Clerk  
Village of Franklin





32325 Franklin Road, Franklin, Michigan 48025

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

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

## Franklin Village Board of Trustees

### RESOLUTION

**WHEREAS** David Levitt of 25741 River Drive, Parcel 24-06-279-005 has submitted an application to perform restoration and stabilization work in the Franklin River adjacent to his property on River Drive, and

**WHEREAS** Franklin Village ordinance 1464.07 establishes procedures for performing work in the floodplain and states in 1464.07(a), "Application for any proposed development shall be submitted to the Village Council for review and consideration as to whether or not a resolution of approval shall be adopted. Construction or development shall not take place within a flood plain unless prior approval is obtained from the Village Council," and

**WHEREAS** Patrick Durack, Floodplain Engineer, Water Resources Division, EGLE, issued an emergency approval of the proposed plans to stabilize the riverbanks and portent infrastructure adjacent to the Levitt property on September 2, 2021, and

**WHEREAS**, Hubble, Roth and Clark, consulting engineers to the Village, have reviewed the Levitt application and find it approvable subject to the following conditions:

1. Steps included in the emergency work approval are completed per specification.
2. Before work starts, steps are taken to clearly delineate the boundaries of the work area, including the extraction or import of matter and construction access, so all such work is conducted exclusively on Mr. Levitt's property. Said marking should be plainly visible and inspected by HRC before work begins.
3. The building official will waive the permit for landfill and soils removal in this particular case.
4. Submitted plans shall bear the seal of the registered professional engineer responsible for the design.
5. Applicant shall submit the site plan with soil erosion control measures to the OCWRC Soil Erosion and Sedimentation Control Division for necessary permits with a copy of the approved permit provided to the Village.
6. The owner will apply as soon as possible for the State of Michigan permit for this project and, in the meantime, keep track of all quantities.

**NOW THEREFORE IT IS RESOLVED** the application filed on behalf of David Levitt at 25741 River Drive in Franklin to perform riverbank restoration and stabilization is approved subject to the conditions outlined in the last Whereas, cited above.



# FLOODPLAIN APPLICATION

INSPECTIONS ..... 248-626-1601

PERMIT # FL11 - \_\_\_\_\_

RECEIVED

AUG 27 2021

DATE STAMP

VILLAGE OF FRANKLIN, MI

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

The undersigned hereby applies for a permit to (describe project) comprehensive restoration of stream channel bed, banks, and adjacent floodplain areas with soil bioengineering techniques, riffles, and pools

Current market value of project \$ 85,000

**SUBMIT CHECKLIST WITH APPLICATION**

|   |  |  |  |                                   |                        |
|---|--|--|--|-----------------------------------|------------------------|
| <b>I. LOCATION OF PROJECT</b>   |  | Historic District ?<br><input type="checkbox"/> yes <input checked="" type="checkbox"/> no |  | Zoning District                   |                        |
| Address: <u>25741 River Dr</u>  |  |  |  |                                   |                        |
| City/Village: <u>Franklin</u>   |  | Township:  |  | County: <u>Oakland</u>            | Zip Code: <u>48025</u> |
| Between <u>RED FERN ST.</u>   |  | And <u>WINATLEY RD.</u>  |  |                                   |                        |
| <b>II. PARCEL IDENTIFICATION #</b> <u>24-06-279-005</u>   |  |  |  |                                   |                        |
| <b>A. OWNER OR LESSEE</b>   |  |  |  |                                   |                        |
| Name: <u>David Levitt</u>   |  |  |  | Telephone No: <u>248.330.5888</u> |                        |
| Address: <u>25741 River Dr</u>  |  | City: <u>Franklin</u>  |  | State: <u>MI</u>                  | Zip Code: <u>48025</u> |
| <b>B. ARCHITECT OR ENGINEER</b>   |  |  |  |                                   |                        |
| Name:   |  |  |  | Telephone No:                     |                        |
| Address:  |  | City:  |  | State:                            | Zip Code:              |
| License No:   |  |  |  | Expiration Date:                  |                        |
| <b>C. CONTRACTOR</b>  |  |  |  |                                   |                        |
| Name: <u>Rockworks, llc</u>   |  |  |  | Telephone No: <u>248-693-0920</u> |                        |
| Address: <u>1101 Rhodes Rd</u>  |  | City: <u>Lake Orion</u>  |  | State: <u>MI</u>                  | Zip Code: <u>48360</u> |
| License No: <u>NA - landscape contractor</u>  |  |  |  | Expiration Date:                  |                        |
| Federal Employer Number or Reason for Exemption: <u>30-0088239</u>  |  |  |  |                                   |                        |
| Worker's Comp Insurance Carrier or Reason for Exemption: <u>MHI SIWCF</u>   |  |  |  |                                   |                        |
| MESC Employer Number or Reason for Exemption: <u>1589111-000</u>  |  |  |  |                                   |                        |
| <b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>   |  |  |  |                                   |                        |
| <b>A. TYPE OF IMPROVEMENT</b> <u>River restoration &amp; stabilization</u>  |  |  |  |                                   |                        |
| <input type="checkbox"/> New Building <input type="checkbox"/> Addition / Remodel <input type="checkbox"/> Demolition <input type="checkbox"/> Property <input checked="" type="checkbox"/> Other |  |  |  |                                   |                        |
| <b>B. REVIEW(s) TO BE PERFORMED</b>   |  |  |  |                                   |                        |
| <input type="checkbox"/> Building / Trades <input type="checkbox"/> Engineering <input type="checkbox"/> Arborist <input type="checkbox"/> Legal <input checked="" type="checkbox"/> Other        |  |  |  |                                   |                        |

**VI. APPLICANT INFORMATION:**

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

|  |                         |                                   |                   |
|--|-------------------------|-----------------------------------|-------------------|
| Name: <b>Rockworks / Ray Rogers</b>              |                         | Telephone No. <b>248-693-0920</b> |                   |
| Address: <b>1101 Rhodes Rd</b>                   | City: <b>Lake Orion</b> | State: <b>MI</b>                  | ZIP: <b>48360</b> |
| Federal ID no. (if applicable) <b>30-0088239</b> |                         |                                   |                   |

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

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

Signature of Applicant

Print Name **Ray Rogers****8-27-2021**  
Application Date**VII. FOR INTERNAL USE ONLY**

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

\*\* Zoning District \_\_\_\_\_ Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_  
Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

**VIII. VALIDATION****DATE STAMP**

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

**Franklin Branch of the Rouge River Restoration**  
**Mr. David Levitt's property**  
**25741 River Drive, Franklin, MI**

**Floodplain Checklist (Responses in red)**

- X A complete written description and location of the property prepared by a registered civil engineer or land surveyor, noting the shape and dimensions of the lot or parcel together with the existing and proposed locations of structures and improvements, if any.
- X A topographical map of the property, covering an area having as radius of 300 feet from the exterior boundary of the subject site, noting the location and extent of wetlands, watercourses and floodplains as identified through field investigation; the topographical map shall be a scale of one inch equals 100 feet or larger and shall employ, at a minimum, a contour interval of two feet. **One foot contours provided.**
- X A written description of the types of wetlands on the site, e.g. forested, shrub, emergent marsh, wet meadow and aquatic bed, identified by using methods approved by the MDEQ as set forth in the Michigan Wetland Determination Manual Draft for Field Testing and/or other official publication.  
**The hydrology, soils, and upland vegetation (turf grass) indicate that there are no wetland present on the site. Following restoration, riparian conditions will be significantly improved such that the nearbank areas can support native riparian vegetation.**
- X A written specification of the extent of all areas to be disturbed, the depths at which removal or deposition activities are proposed, and the angle of repose of all slopes of deposition material and/or sides of channels or excavation resulting from removal operations.  
**Gravel riffles will be enhanced with natural gravel/cobble to be in phase with the existing river planform to help dissipate energy. The left descending bank (LDB) will be terraced back at a 3:1 (H:V) slope from station 2+45 to 4+75 and up to 3 ft of upper bank material removed. The right descending bank will be terraced back at a 3:1 (H:V) slope from station 4+40 to 5+70 and up to 2.5 ft of upper bank material removed. The removal of floodplain soils along inside bends will reduce bank heights to the bankfull elevation as well as dissipate energy and reduce flood stage during storm events. A total cut of Fieldstone will be removed from the left descending bank and used as edging along the upper floodplain terrace.**
- X A written description of the existing general soil conditions throughout the parcel as indicated on the Oakland County soil survey. **Sloan silt loam**
- X A written description of those typical cross sections of the proposed structures, dredge cuts, fills, bridges or culverts, including dimensions and elevations and location of wetlands and watercourses.  
**The proposed restoration will reduce local flood stages and bank erosion, increase native riparian vegetation and shading, and improve water quality and aquatic habitat. No bridges, culverts, or structures are proposed. Instream features such as riffle enhancements will include minor grading and the addition of natural river run gravel materials. Hard armoring will be removed from >230 ft of the LDB and the banks will be vegetated. The pool excavation at station 5+00 will be to a depth of 1-2 ft. Floodplain excavation will be above the ordinary high water level and will be removed from the site. Riffle cross-sections will be 26 ft with a mean depth of 2 ft.**
- X A written identification of type, volume and area for proposed construction materials, dredge material and/or fill material.

A net cut of 230 cyds of material is proposed within the river and floodplain (see Table below).

#### Quantities

| Cut Below OHWL |     |     |
|----------------|-----|-----|
| Excavation     | 100 | cyd |
| On-Site Riprap | 120 | cyd |

| Fill Below OHWL |     |     |
|-----------------|-----|-----|
| Woody Material  | 15  | cyd |
| On-Site Gravel  | 25  | cyd |
| Soil Lifts      | 15  | cyd |
| Imported Gravel | 100 | cyd |

| Floodplain Cut |     |     |
|----------------|-----|-----|
| Excavation     | 300 | cyd |

| Floodplain Fill |     |     |
|-----------------|-----|-----|
| On-Site Riprap  | 120 | cyd |

- X A written identification of type and location of soil erosion control measures to be used during construction, including measures which will be used to trap sediment which might otherwise run off into wetlands and watercourses.

The purpose of the project is to reduce excessive streambank erosion. Construction sequencing and phasing will be carefully timed to reduce the duration and extent of disturbance. Turbidity curtains or silt fence may be used to contain fines during bank excavation where feasible and as required by the OCWRC SESC Permit.

- X A written description of the location and dimensions of all setback easements and existing and proposed public and private utilities

No permanent buildings, utilities, or structures are proposed within the 25 ft river setback.

- X A written statement as to grade changes proposed and proposed drainage pattern changes for the lot or parcel and how such changes will affect these regulations; existing contour data for the entire property with a vertical contour interval of no more than two feet, and vertical contour data at an interval of no more than one foot for all areas to be disturbed by proposed operations, extending for a distance of at least fifty feet beyond the limits of such areas. Indicated elevations shall be based on United States Geological Survey datum.

See attached topographical contours and site surveys. The proposed project will improve drainage, water quality, habitat, and aesthetics. Hydrological floodplain connectivity will be restored by reducing bank height ratios from >2 to 1.0; thereby dissipating energy, reducing bank erosion, and allowing riparian vegetation to grow.

with a vertical contour interval of no more than two feet, and vertical contour data at an interval of no more than one foot for all areas to be disturbed by proposed operations, extending for a distance of at least fifty feet beyond the limits of such areas. Indicated elevations shall be based on United States Geological Survey datum.

The applicant shall be responsible for 100% of all consultant fees incurred by the Village of Franklin PLUS a 10% administrative fee



# 25741 RIVER DRIVE STREAMBANK STABILIZATION PROJECT

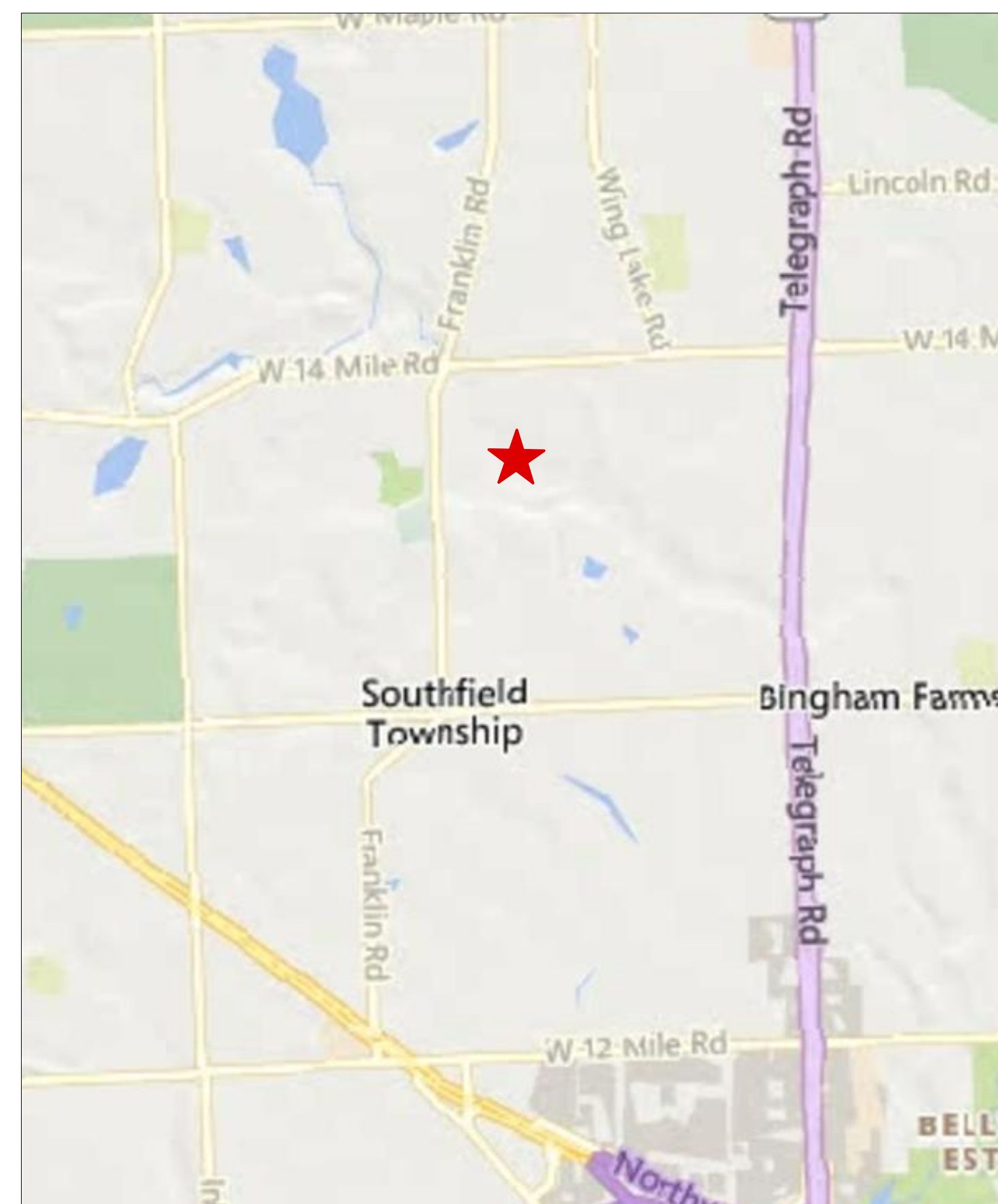
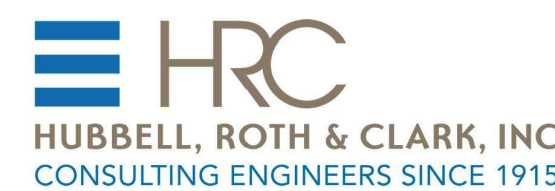
FOR APPROVAL - SEPTEMBER 2021

**PREPARED BY:**



2200 Commonwealth Blvd, Suite 300  
Ann Arbor, Michigan 48105  
734.769.3004  
734.769.3164 fax  
www.ectinc.com

**WITH:**



PROJECT VICINITY MAP  
NOT TO SCALE



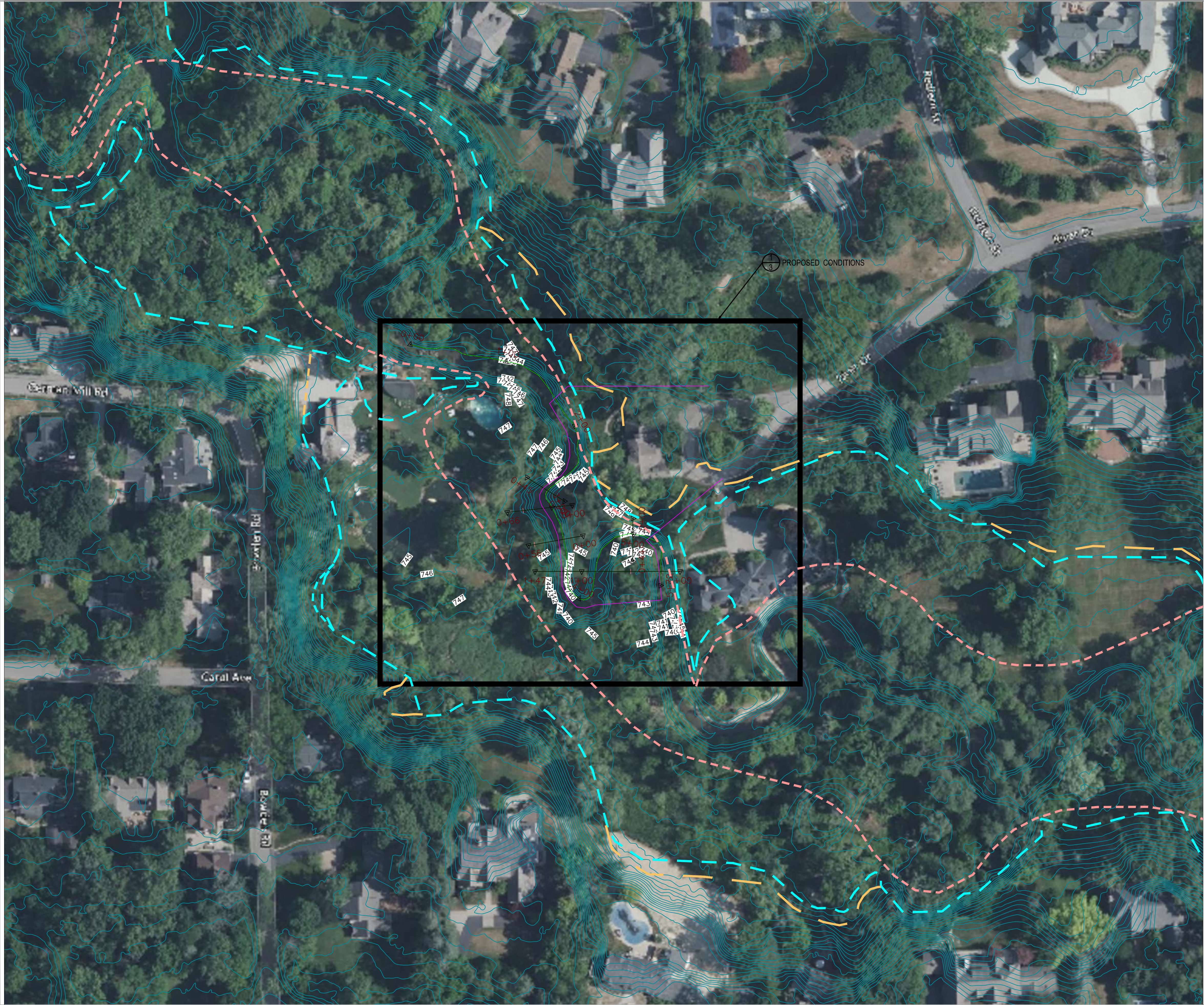
PROJECT LOCATION MAP  
NOT TO SCALE



**DRAWING INDEX**

1. COVER PAGE
2. EXISTING CONDITIONS
3. PROPOSED CONDITIONS
4. SITE ACCESS AND SOIL EROSION CONTROL
5. CROSS SECTIONS
6. PROFILE
- 7A. CONSTRUCTION NOTES
- 7B. CONSTRUCTION NOTES
8. SESC NOTES
9. REFERENCE DRAWING 1
10. REFERENCE DRAWING 2





- LEGEND
- EXISTING CONTOURS
  - REGULATORY FLOODWAY
  - BASE FLOOD ELEVATION
  - FLOOD HAZARD  
ANNUAL CHANCE 0.2%

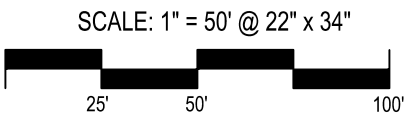
25741 RIVER DRIVE  
STREAMBANK  
STABILIZATION  
PROJECT

OAKLAND COUNTY,  
MICHIGAN

|                              |             |
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|                              |             |
| FOR APPROVAL                 | 08-27-21    |
| 210618<br>ECT PROJECT NUMBER |             |
| RM<br>DESIGNED BY            | CHECKED BY  |
| AK<br>DRAWN BY               | APPROVED BY |

SHEET TITLE

EXISTING  
CONDITIONS



SHEET NUMBER  
**2**





LEGEND

EXISTING CONTOURS

REGULATORY FLOODWAY

BASE FLOOD ELEVATION

FLOOD HAZARD  
ANNUAL CHANCE 0.2%

ECTEnvironmental  
Consulting &  
Technology, Inc.

25741 RIVER  
DRIVE  
STREAMBANK  
STABILIZATION  
PROJECT

OAKLAND COUNTY,  
MICHIGAN

|                              |             |
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| FOR APPROVAL                 | 08-27-21    |
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| RM<br>DESIGNED BY            | CHECKED BY  |
| AK<br>DRAWN BY               | APPROVED BY |

SHEET TITLE

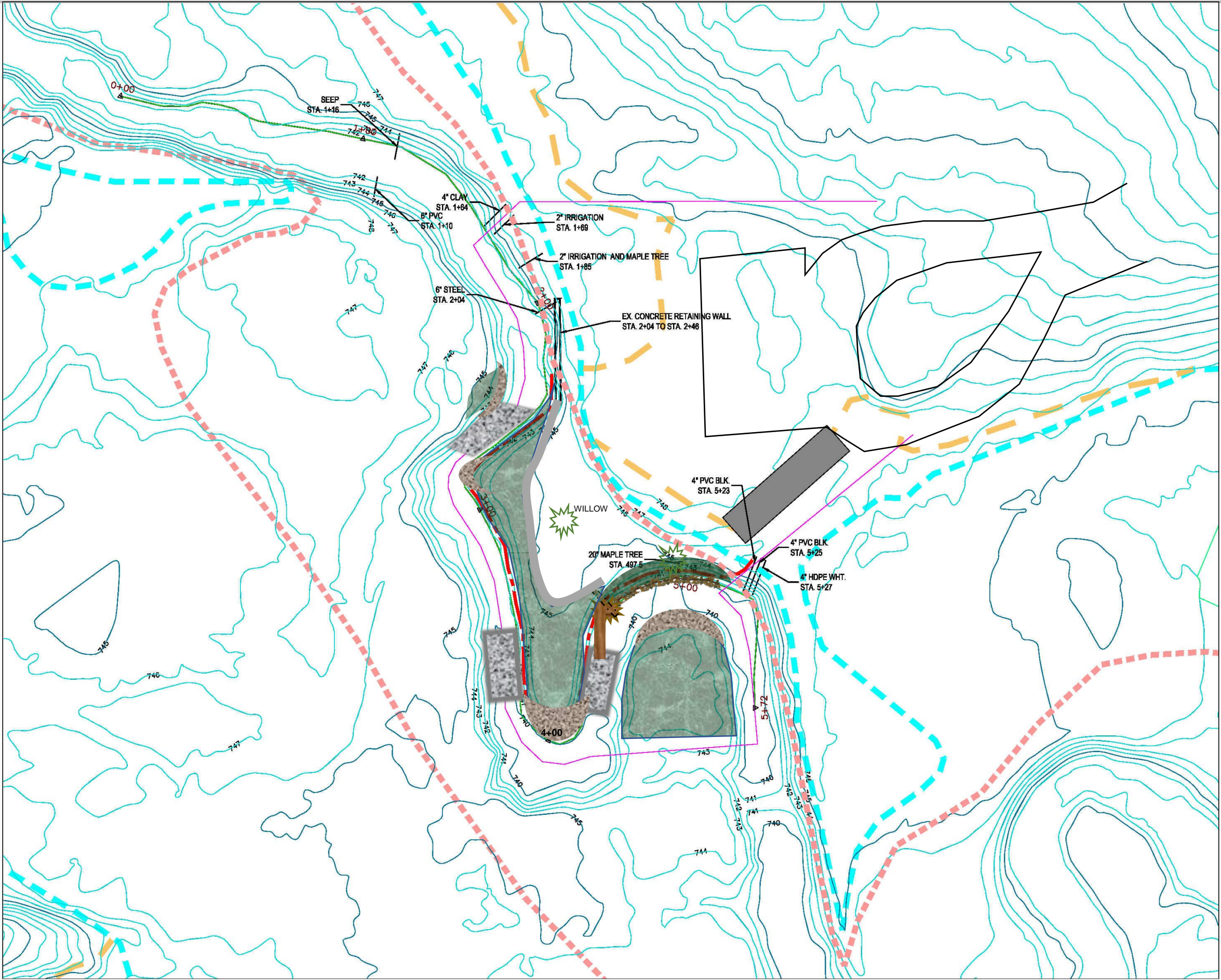
PROPOSED  
CONDITIONS

SCALE: 1" = 20' @ 22" x 34"

NORTH

SHEET NUMBER  
3





- LEGEND**
- EXISTING CONTOURS
  - REGULATORY FLOODWAY
  - BASE FLOOD ELEVATION
  - FLOOD HAZARD COMPLEX ANNUAL CHANCE 0.2%
  - INGRESS/EGRESS MATS
  - TURBIDITY CURTAIN
  - APPROX. PROPERTY LINE (SEE SURVEY ON SHEET 10)
  - GLIDE-RIFFLE-RUN COMPLEX
  - NATIVE VEGETATION
  - BRUSH TOE
  - LOG/ROOTWAD ROCK VANE
  - NATURAL FIELDSTONE EDGING
  - POINT BAR SAND

**25741 RIVER DRIVE  
STREAMBANK STABILIZATION  
PROJECT**

OAKLAND COUNTY,  
MICHIGAN

FOR APPROVAL 08-27-21

210918  
ECT PROJECT NUMBER

RM DESIGNED BY CHECKED BY

AK DRAWN BY APPROVED BY

SHEET TITLE

**SITE ACCESS AND  
SESC**

SCALE: 1" = 20' @ 22" x 34"

NORTH

SHEET NUMBER

**4**



25741 RIVER DRIVE  
STREAMBANK  
STABILIZATION  
PROJECT

OAKLAND COUNTY,  
MICHIGAN

FOR APPROVAL 08-22-21

210018  
ECT PROJECT NUMBER  
RM  
DESIGNED BY CHECKED BY  
AK  
DRAWN BY APPROVED BY

SHEET TITLE

CROSS SECTIONS

SCALE: 1" = 5' @ 22" x 34"  
0 2.5 5 10

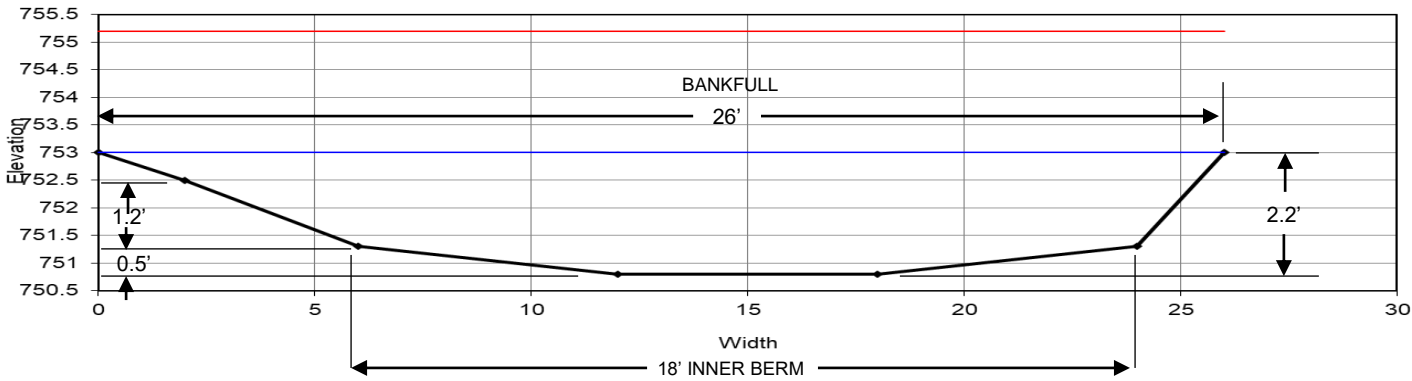
NORTH



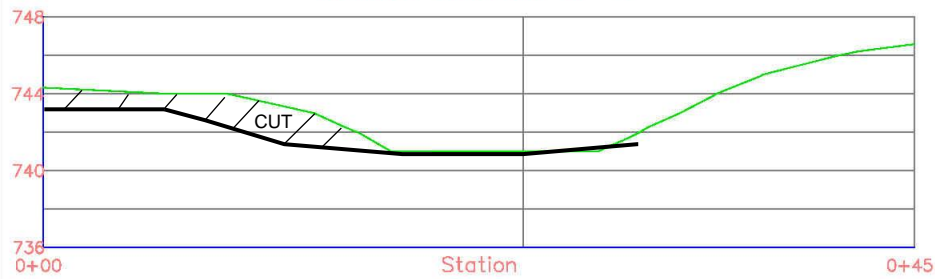
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5

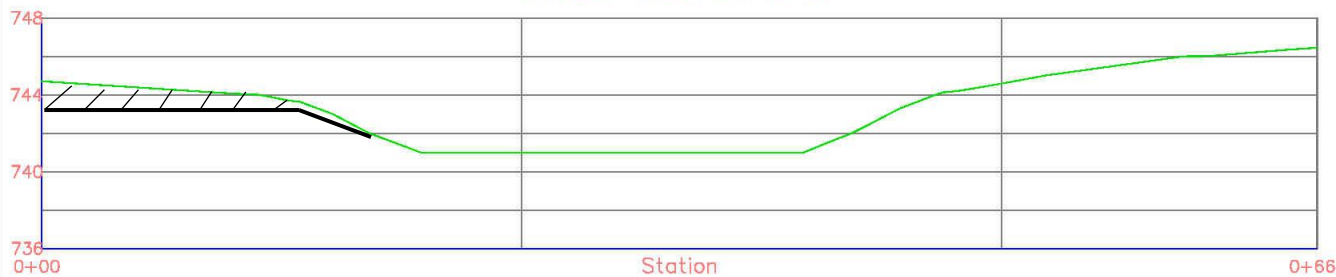
TYPICAL RIFFLE CROSS-SECTION



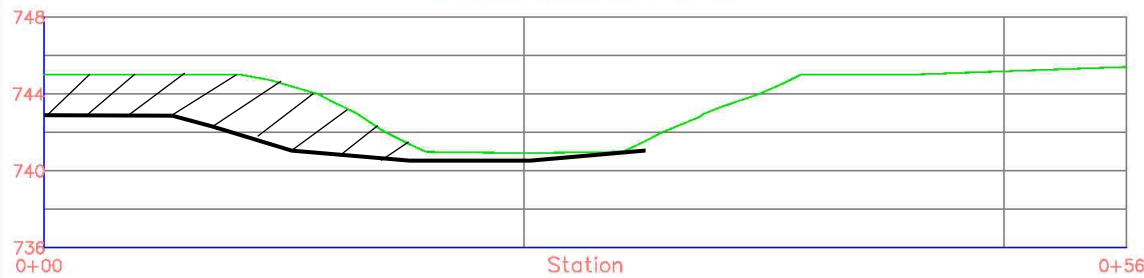
CROSS SECTION A-A'



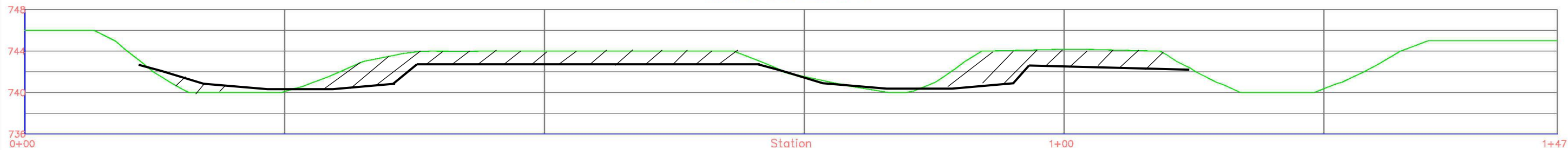
CROSS SECTION B-B'



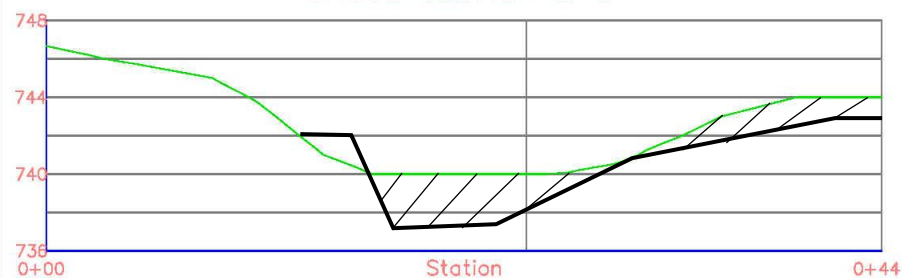
CROSS SECTION C-C'



CROSS SECTION D-D'



CROSS SECTION E-E'



25741 RIVER DRIVE  
STREAMBANK  
STABILIZATION  
PROJECT

OAKLAND COUNTY,  
MICHIGAN

FOR APPROVAL 08-27-21

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RM DESIGNED BY CHECKED BY

AK DRAWN BY APPROVED BY

SHEET TITLE

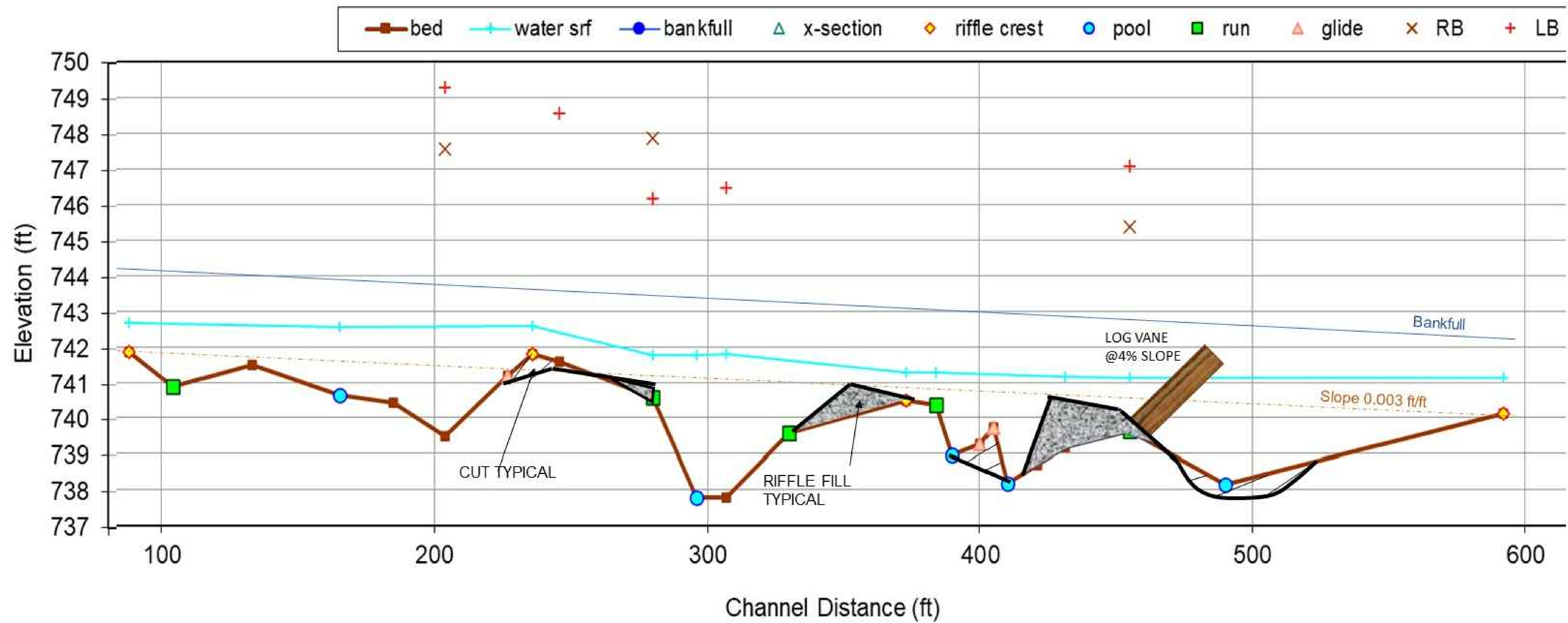
PROFILE

NORTH



SHEET NUMBER

6



GENERAL NOTES

THE CONTRACTOR SHALL MAINTAIN TRAFFIC AT ALL TIMES DURING THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE NECESSARY SIGNS, BARRICADES, FLAG CONTROL AND LIGHTS TO PROTECT THE TRAFFIC AND THE WORK DURING EQUIPMENT OR MATERIAL DELIVERY.

NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED. PHONE 811 OR (800) 482-7171.

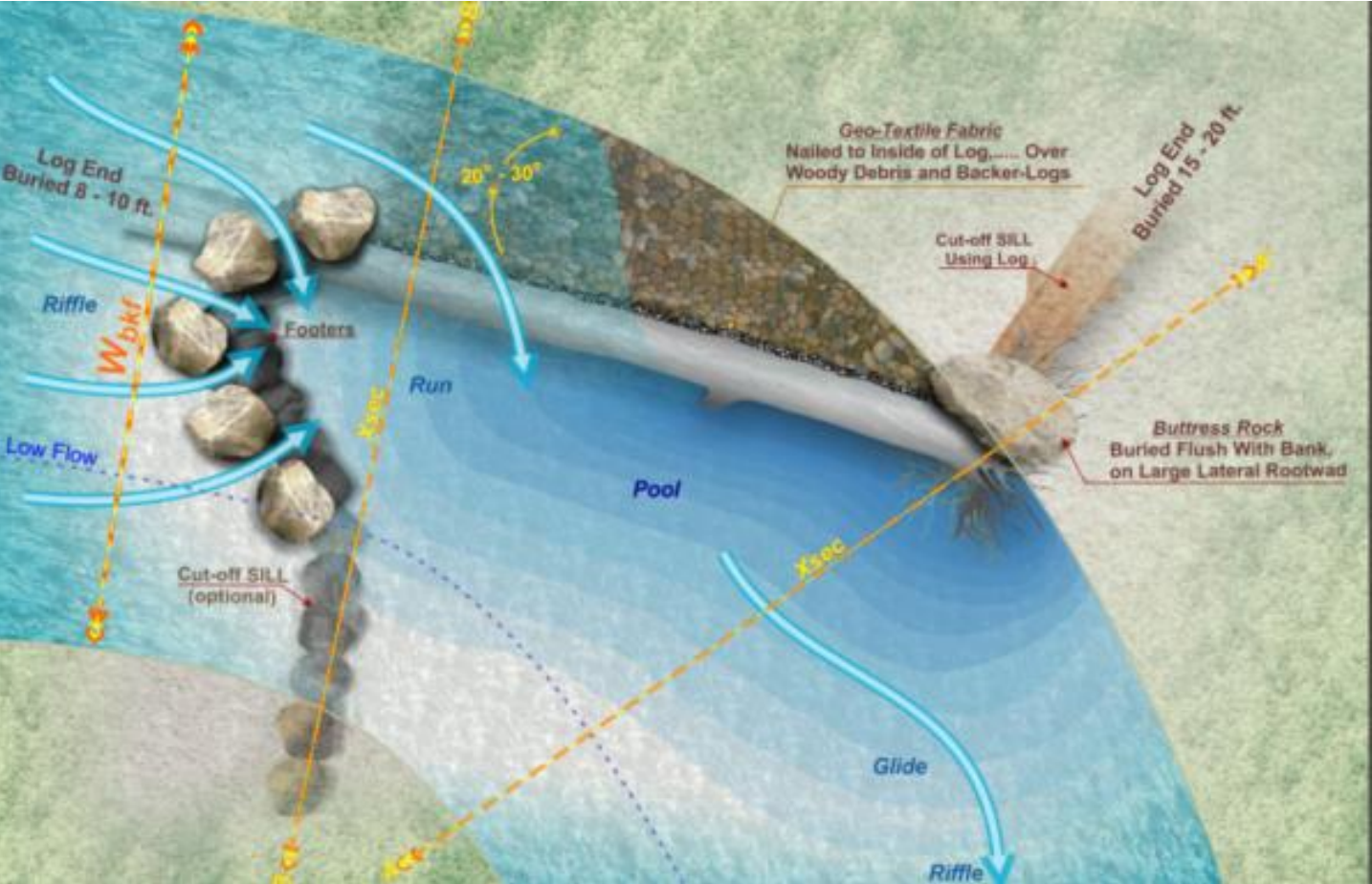
CONSTRUCT THE ELEVATION OF RIFFLES AND IN-STREAM STRUCTURES WITHIN A VERTICAL TOLERANCE OF 0.1 FT. GRADING TOLERANCES SHALL BE WITHIN 0.2 FT VERTICAL AND 1.0 FT HORIZONTAL.

PRELIMINARY CONSTRUCTION SEQUENCE

1. INSTALL SITE INGRESS/EGRESS WITH CONSTRUCTION MATS. PROVIDE TEMPORARY SEDIMENT CONTROL MEASURES, AS FEASIBLE.
2. COMPLETE CLEARING AND GRUBBING OF TREES AND SHRUBS AS MARKED. MINIMIZE THE USE OF CHAINSAWS AND KEEP ROOTWADS OF SMALL HARDWOOD TREES INTACT. RETAIN SUITABLE WOODY MATERIALS FOR USE IN BRUSH TOE.
3. STRIP AND STORE TOPSOIL FROM THE UPLAND AREAS THAT ARE TO BE GRADED. COMPLETE ROUGH GRADE EXCAVATION AND RE-GRADE TO PROPOSED ELEVATIONS BY MIXING ONSITE TOPSOIL AND IMPORTED PLANTING MEDIUM.
4. CONSTRUCT RIFFLES, POOLS, RUNS, AND GLIDES. CONSTRUCT ROCK VANE. EXCAVATE THE BRUSH TOE AREA, CONSTRUCT BRUSH TOE, BACKFILL WITH ON-SITE ALLUVIAL SAND/GRAVEL IN 6 INCH LIFTS, AND COMPACT WITH WATER AND EXCAVATOR BUCKET.
5. EXCAVATE THE POOL AT STATION 5+00. SEED ALL DISTUBED ARES WITH THE APPROPRIATE SEED MIXES AND STABILIZE WITH THE SPECIFIED MATERIALS.
6. REMOVE TEMPORARY SEDIMENT CONTROL MEASURES.
7. IRRIGATE THE DISTURBED FLOODPLAIN AND STREAM CHANNEL AREAS FOLLOWING CONSTRUCTION UNTIL VEGETATION IS ADEQUATELY ESTABLISHED.

ROOTWAD/LOG ROCK VANE DETAIL

SOURCE: WILDLAND HYDROLOGY

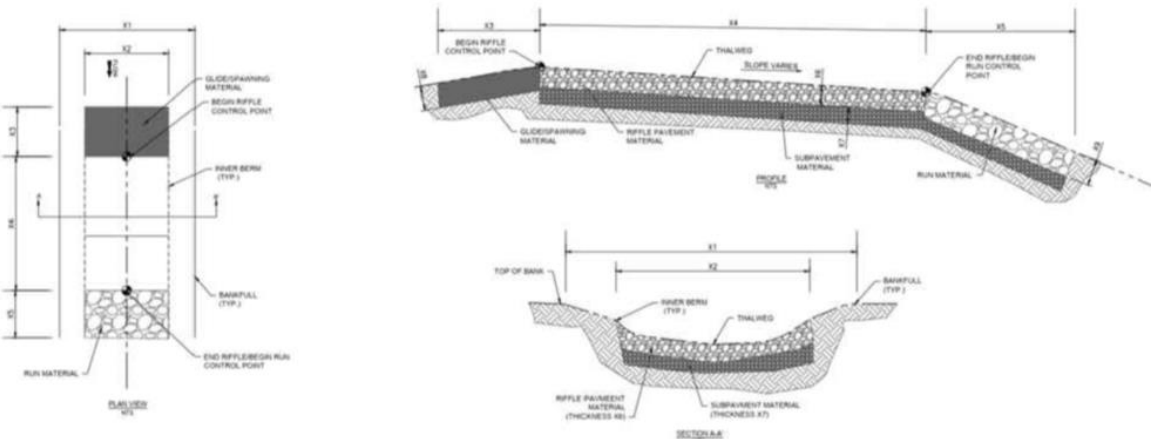


ELEVATION CONTROL POINTS:

BENCHMARK #200 = 752.04 (ATTACHED REFERENCE DRAWING DATED HRC 1/5/21)

CONTROL POINT #1 = REBAR AT PROPERTY CORNER AT STATION 5+12 LEFT BANK = 746.93

GLIDE-RIFFLE-RUN COMPLEX



| VARIABLE | VALUE   | UNIT | DESCRIPTION  |
|----------|---------|------|--|
| X1       | 26      | FT   | BANKFULL WIDTH   |
| X2       | 18      | FT   | INNER BERM WIDTH                                       |
| X3       | 10 - 20 | FT   | GLIDE GRAVEL LENGTH                                    |
| X4       | 25 - 35 | FT   | RIFFLE LENGTH  |
| X5       | 10 - 16 | FT   | RUN LENGTH   |
| X6       | 12      | IN   | AVG. THICKNESS OF RIFFLE SURFACE MATERIAL              |
| X7       | 12      | IN   | AVG. THICKNESS OF RIFFLE SUBSURFACE MATERIAL           |
| X8       | 12      | IN   | AVG. THICKNESS OF GLIDE MATERIAL                       |
| X9       | 18      | IN   | AVG. THICKNESS OF RUN MATERIAL                         |
|          | 2       | IN   | RIFFLE SURFACE MATERIAL – D50                          |
|          | 4       | IN   | RIFFLE SURFACE MATERIAL – D84                          |
|          | 10      | IN   | RIFFLE SURFACE MATERIAL – D100                         |
|          | N/A     | IN   | RIFFLE SUBSURFACE MATERIAL – ON-SITE GRAVELLY/SAND     |
|          | 4 - 10  | IN   | RUN MATERIAL – 25-50% BRUSH CHOKED WITH ON-SITE GRAVEL |

IN-STREAM STRUCTURE TABLE

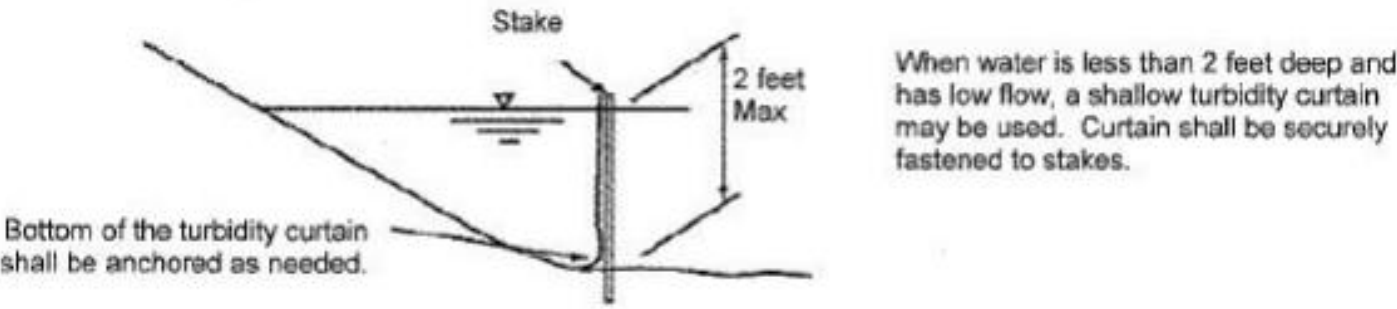
| FEATURE | UPSTREAM STN | DOWNSTREAM STN | LENGTH (FT) | START ELEV. | END ELEV. |
|---------|--------------|----------------|-------------|-------------|-----------|
| GLIDE   | 230          | 245            | 15          | 741.00      | 741.31    |
| RIFFLE  | 245          | 280            | 35          | 741.37      | 741.00    |
| RUN     | 280          | 296            | 16          | 741.00      | 737.80    |
| GLIDE   | 330          | 350            | 20          | 739.60      | 741.05    |
| RIFFLE  | 350          | 385            | 35          | 741.05      | 740.70    |
| RUN     | 385          | 400            | 15          | 740.70      | 738.50    |
| GLIDE   | 415          | 425            | 10          | 738.70      | 740.82    |
| RIFFLE  | 425          | 450            | 25          | 740.82      | 740.55    |
| RUN     | 450          | 460            | 10          | 740.55      | 738.50    |
| VANE    | 455          | 480            | 25          | 741.00      | 742.00    |



TEMPORARY SOIL EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL MINIMIZE THE AREA AND DURATION OF DISTURBANCE. USE REASONABLE MEASURE TO AVOID SOIL COMPACTION BY HEAVY EQUIPMENT. THE USE OF CONSTRUCTION MATS OR OTHER MEASURES SHALL BE NECESSARY.
1. SPOIL PILES TO REMAIN LONGER THAN 1 WEEK SHOULD BE CONTAINED WITH SILT FENCE. INSTALL TURBIDITY CURTAINS AS TEMPORARY SEDIMENT CONTROL MEASURES, WHERE FEASIBLE, DURING SIGNIFICANT BANK GRADING. TEMPORARY SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED BY THE CONTRACTOR AT LEAST WEEKLY OR AFTER A RAINFALL EVENT.
2. EXCAVATE SEDIMENT TRAP AT POOL LOCATION AT STATION 5+00.
3. REMOVE TEMPORARY SEDIMENT CONTROL MEASURES UPON COMPLETION OF GRADING AND BANK STABILIZATION.

SOILS = SLOAN SILT LOAM



Shallow Turbidity Curtain

Source: [https://www.michigan.gov/documents/deq/nps-turbidity-curtain\\_332136\\_7.pdf](https://www.michigan.gov/documents/deq/nps-turbidity-curtain_332136_7.pdf)

PERMANENT EROSION CONTROL

1. STABILIZE OUTER BENDS WITH BRUSH TOE TO THE LOW FLOW WATER ELEVATION. CONSTRUCT A 1.6 FT HIGH SOIL LIFT ABOVE THE BRUSH TO THE BANKFULL ELEVATION PER PROFILE. STABILIZE THE BACK OF TERRACE SLOPES WITH A 6" THICK GRAVEL BEDDING MIX LAYER AND ON-SITE FIELDSTONES TYPICALLY PLACED 24"-32" OR TWO STONES THICK.
2. STABILIZE THE BANKS ALONG RIFFLE/RUN AREAS AND UPLAND SLOPES STEEPER THAN 4:1 (H:V) WITH COIR/STRAW MATS (NAG SC150BN), UNLESS OTHERWISE SPECIFIED. USE CRIMPED WEED-FREE STRAW MULCH ALONG INSIDE BENDS AND FLOODPLAIN AREAS. ALL EROSION CONTROL MATS SHALL HAVE BIODEGRADABLE NETTING.
3. COMPLETE FINAL GRADING, NATIVE RIPARIAN SEED, AND APPLY AND CRIMP WEED-FREE STRAW MULCH TO ALL DISTURBED AREAS AT A RATE OF ONE 74 LB BALE PER 800 SFT (2 TONS PER ACRE).

NORTH AMERICAN GREEN EROSION CONTROL BLANKET  
INSTALLATION GUIDE

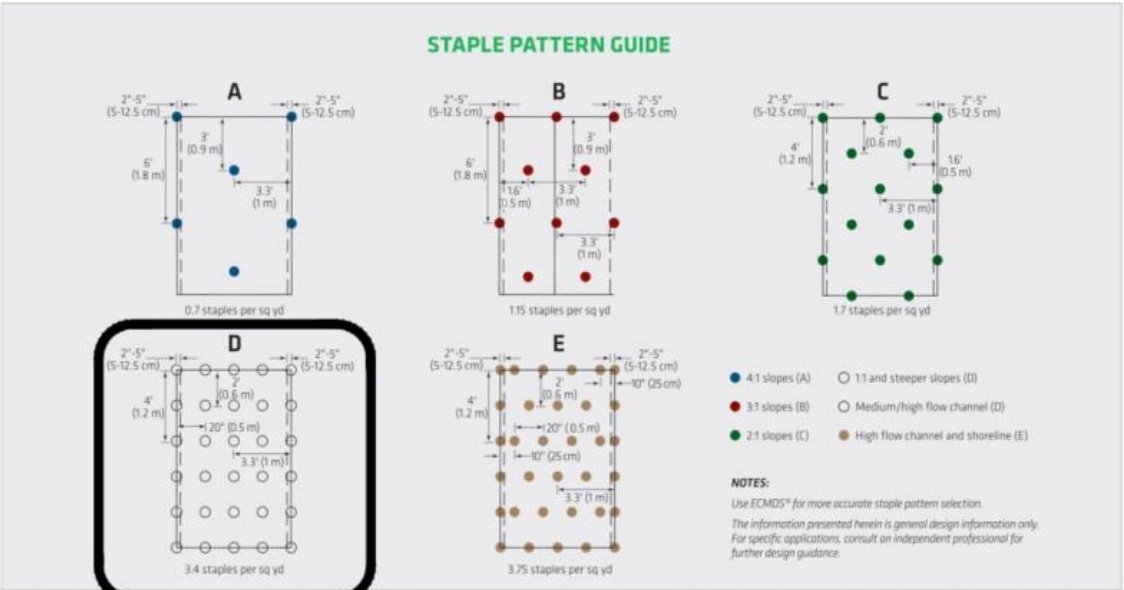
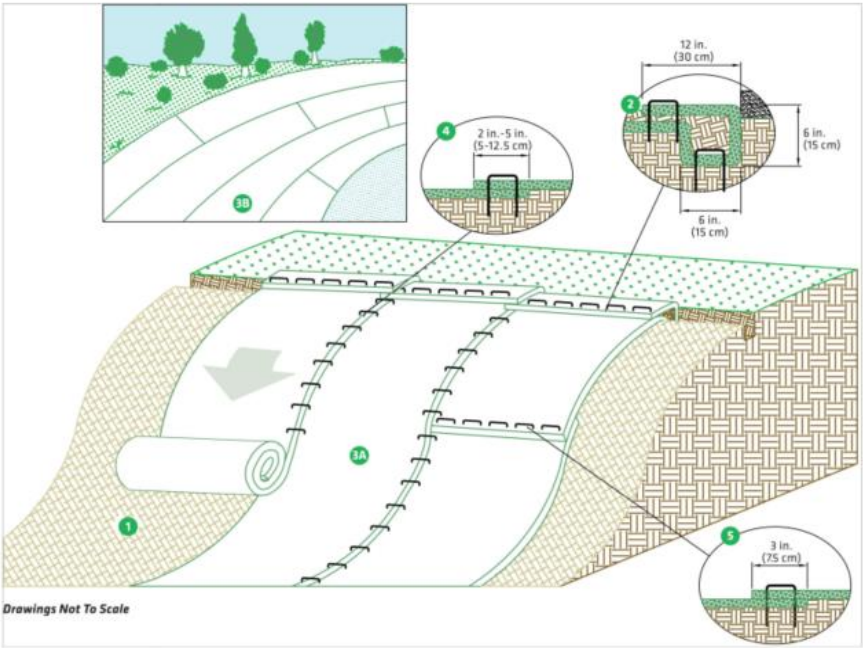


FIGURE 1

Slope Installation

The following slope guide outlines general recommendations for installing RollMax™ System temporary and/or permanent RECPs on sloping applications. Consult the staple pattern guide (Figure 1) for fastener spacing recommendations based on the slope severity.



SLOPE INSTALLATION STEPS

1. Prepare soil before installing RECPs, including any necessary application of lime, fertilizer and seed.
2. Begin at the top of the slope by anchoring the RECPs in a 6 in. (15 cm) deep x 6 in. (15 cm) wide trench with approximately 12 in. (30 cm) of RECPs extended beyond the upslope portion of the trench. Anchor the RECPs with a row of staples/stakes approximately 12 in. (30 cm) apart in the bottom of the trench. Backfill and compact the trench after stapling. Apply seed to the compacted soil and fold the remaining 12 in. (30 cm) portion of RECPs back over the seed and compacted soil. Secure RECPs over compacted soil with a row of staples/stakes spaced approximately 12 in. (30 cm) apart across the width of the RECPs.
3. Roll the RECPs (3A) down or (3B) horizontally across the slope. RECPs will unroll with appropriate side against the soil surface. All RECPs must be securely fastened to soil surface by placing staples/stakes in appropriate locations as shown in the staple pattern guide.
4. The edges of parallel RECPs must be stapled with an approximately 2 in.-5 in. (5-12.5 cm) overlap depending on the RECP type.
5. Consecutive RECPs spliced down the slope must be end-over-end (shingle style) with an approximate 3 in. (7.5 cm) overlap. Staple through overlapped area, approximately 12 in. (30 cm) apart across entire RECPs width.\*

\*NOTE: In adverse soil conditions longer staples/stakes or earth anchors may be necessary to properly secure the RECPs.

25741 RIVER DRIVE  
STREAMBANK STABILIZATION PROJECT

OAKLAND COUNTY, MICHIGAN

FOR APPROVAL 08-27-21

210018  
ECT PROJECT NUMBER  
RM  
DESIGNED BY CHECKED BY  
AK  
DRAWN BY APPROVED BY

SHEET TITLE

CONSTRUCTION NOTES







BM 2 - BRASS DISC IN S.E. CORNER OF EAST  
HEADWALL AT N.E. CORNER OF FRANKLIN & 14  
MILE RD.

BM 200 - MAG NAIL IN EAST FACE OF LIGHT  
POLE IN DRIVEWAY TURNAROUND.

PAVEMENT  
MATCH EXISTING

FIN FLOOR  
ELEV 749.06x

ROUGE RIVER

EDGE OF WATER  
ON 01/05/21

NOTE:  
SWALE OVER TOPS  
TOWARD HSE. #25733

FIN FLOOR ELEV 746.08  
X (3' LOWER THAN HSE. #25741)

CONTROL POINT #100  
CHECK SHOT 

FOUND CAPPED IRON PS#24598  
CHECK, SHOT

CONSERVATIVE FLOODPLAIN  
LIMITS EL. 748

FOUND CAPPED IRON PS#24598

FOUND CAPPED IRON PS#24598

— LOWEST POINT/OVERFLOW

TOP OF CHECK DAM  
EL. 745.9

TOP OF CHECK DAM  
EL. 745.7

HSE. #25733  
RIVER DR.  
24-05-151-001

RIVER DRIVE



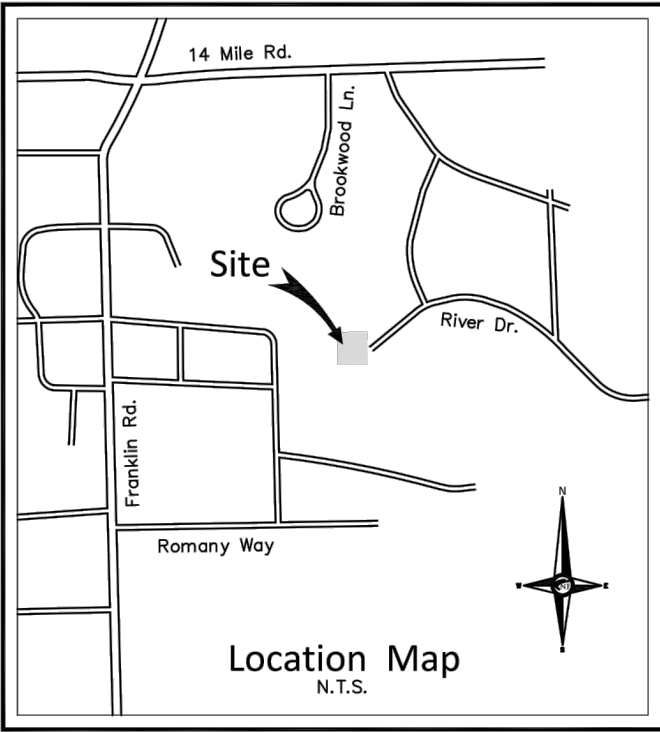
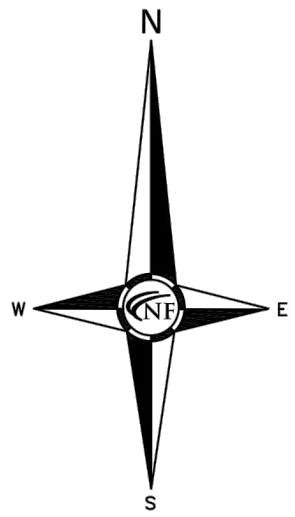
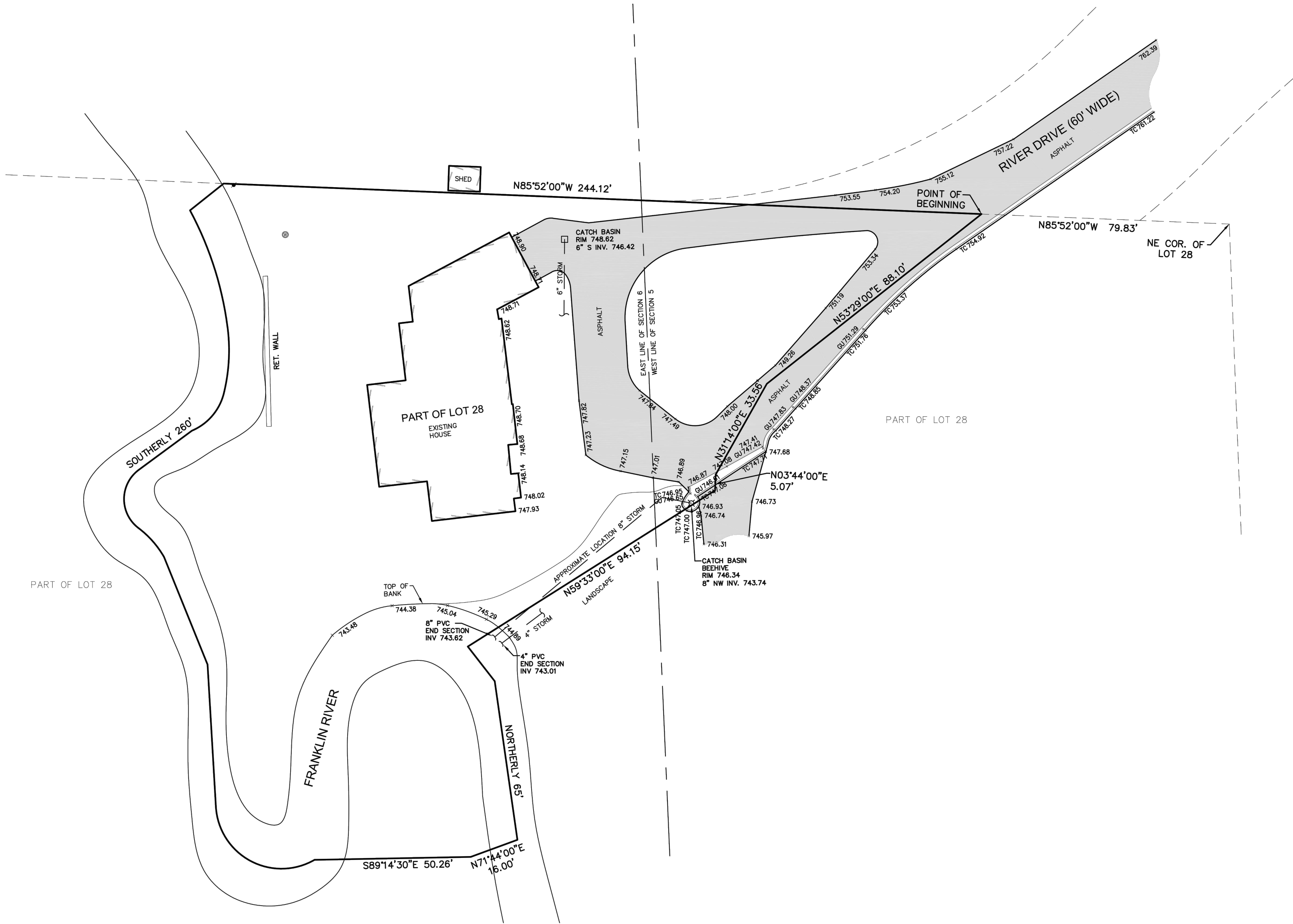
**HRC**  
**HUBBELL, ROTH & CLARK, INC**  
 CONSULTING ENGINEERS SINCE 1915

LANDSCAPE BERM

NOTES:

1. TOPOGRAPHIC SURVEY PROVIDED BY SPICER GROUP, INC.
2. NOTES PROVIDED BY HUBBELL, ROTH & CLARK, INC. (HRC)
3. HRC HAS TURNED OFF SOME GRADES FOR CLARITY.



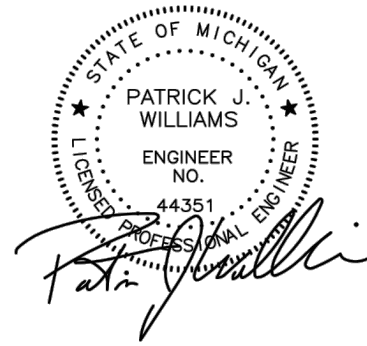


**NOWAK & FRAUS  
ENGINEERS**

CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257  
WWW.NOWAKFRAUS.COM

SEAL



PROJECT  
25741 River Drive  
Franklin, MI

CLIENT  
David Levitt  
25741 River Drive  
Franklin, MI 48025

Ph: (248) 330-5888

**PROJECT LOCATION**

Part of the NE, 1/4  
of Section 6 & Part of the  
NW, 1/4 of Section 5  
T. 01 N., R. 10 E.  
Village of Franklin,  
Oakland County, Michigan

**SHEET**

Boundary / Partial  
Topographic Survey



DATE ISSUED/REVISED  
00-00-00 REVISED PER

**LEGAL DESCRIPTION - PER TAX RECORDS**

LAND SITUATED IN SECTION 6 AND SECTION 5, TOWN 1 NORTH,  
RANGE 10 EAST, VILLAGE OF FRANKLIN, OAKLAND COUNTY,  
MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS:

PART OF LOT 28 OF "SUPERVISOR'S PLAT NO. 8", BEGINNING AT A  
POINT DISTANT NORTH 85 DEGREES 52 MINUTES 00 SECONDS WEST,  
79.83 FEET FROM THE NORTHEAST CORNER OF SAID LOT 28;  
THENCE NORTH 85 DEGREES 52 MINUTES 00 SECONDS WEST,  
244.12 FEET TO THE CENTERLINE OF RIVER; THENCE SOUTHERLY  
ALONG SAID CENTERLINE 260.00 FEET; THENCE SOUTH 89 DEGREES  
14 MINUTES 30 SECONDS EAST, 50.26 FEET; THENCE NORTH 71  
DEGREES 44 MINUTES 00 SECONDS EAST, 16.00 FEET TO THE  
CENTERLINE OF RIVER; THENCE NORTHERLY ALONG SAID CENTERLINE  
65.00 FEET; THENCE NORTH 59 DEGREES 33 MINUTES 00 SECONDS  
EAST, 94.15 FEET; THENCE NORTH 03 DEGREES 44 MINUTES 00  
SECONDS EAST, 5.07 FEET; THENCE NORTH 31 DEGREES 14  
MINUTES 00 SECONDS EAST, 33.56 FEET; THENCE NORTH 53  
DEGREES 29 MINUTES 00 SECONDS EAST, 88.10 FEET TO THE  
POINT OF BEGINNING.

TAX ID NO.: 24-06-279-005

**TOPOGRAPHIC SURVEY NOTES**

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE  
NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND  
RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE  
MADE TO THE COMPLETENESS, OR EXACTNESS OF LOCATION.

THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS  
AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY  
THE OWNER.

| LEGEND |                         |
|--------|-------------------------|
|        | MANHOLE                 |
|        | HYDRANT                 |
|        | MANHOLE                 |
|        | UTILITY POLE            |
|        | GUY POLE                |
|        | GUY WIRE                |
|        | EXISTING SANITARY SEWER |
|        | EXISTING SAN. CLEAN OUT |
|        | EXISTING WATER MAIN     |
|        | EXISTING STORM SEWER    |
|        | EX. R.Y. CATCH BASIN    |
|        | EXISTING BURIED CABLES  |
|        | OVERHEAD LINES          |
|        | LIGHT POLE              |
|        | SIGN                    |
|        | EXISTING GAS MAIN       |

DRAWN BY:  
A. Eizember

DESIGNED BY:

APPROVED BY:  
P. Williams

DATE:  
June 18, 2020

SCALE: 1" = 20'

NFE JOB NO. SHEET NO.

**A863-01 1 of 1**

September 7, 2021

Village of Franklin  
32325 Franklin Road  
Franklin, Michigan 48025

Attn: Ms. Doreen Martin, Administrative Assistant/Deputy Clerk

Re: Plan Review No. 1  
25741 River Drive – Parcel No. 24-06-279-005  
Village of Franklin

HRC Job No. 20210815.02

Dear Ms. Martin:

In accordance with your request, we have reviewed the site plan dated 08/27/2021, as prepared by Environmental Consulting & Technology, Inc. for conformance with Village Ordinance requirements. The proposed project scoped includes the restoration of stream channel bed, banks, and adjacent floodplain areas along the Franklin Branch of the Rouge River on the project site. As Consulting Engineers for the Village regarding drainage matters, we have the following comments:

1. The property owner has indicated that multiple large rain events have caused damage to the streambank which results in flooding/damage to the owner's property. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has approved the site plan for emergency work to stabilize the banks and protect infrastructure, and stated the homeowner should apply for a State of Michigan permit as soon as possible. The emergency work was approved on 09/02/2021.
2. The submitted site plan does not show the limits of the project improvements with regards to the property lines. Sheet 4 Site Access and SESC, which shows the proposed improvements only indicates an approximate property line. Per Village Ordinance 1268.30, the site improvements must be shown on a fully dimensioned map of the land showing topographic information. The site plan must confirm that the work being done takes place only on the owner's property. This includes the construction access.
3. The Applicant must apply for a Flood Plain Use Permit under Village Ordinance 1464.11. HRC has no issue with the Building Official waiving the permit after a review of the application.
4. The Floodplain Application submitted to the Village of Franklin on 08/27/2021 indicates that a net cut of 230 cubic yards of material is proposed within the river and floodplain. We assume this will be taken offsite. Per Village Ordinance 1268.20, if the proposed site work requires the import of soils or export of existing excavated soils, a landfill or soil removal permit must be obtained and submitted to this office for review prior to the beginning of construction. If this requirement is waived by the Village Building Official, the applicant/owner must provide proof of waiver (i.e., written correspondence from Village Building Official). HRC has no issue with the Building Official waiving the permit after a review of the application.
5. The submitted site plans only are only signed and sealed on the Boundary/Partial Topographic Survey Sheet which does not include any proposed work. Per Village Ordinance, all plans submitted shall bear the seal of the registered professional engineer responsible for the design.

6. The submitted site plan includes soil erosion control measures, details, and notes. However, the Applicant will also need to apply for a OCWRC Soil Erosion and Sedimentation Control Permit, and submit a copy of the approved permit to the Village of Franklin and this office for our records.
7. The Applicant must receive any permit approvals from EGLE (Part 31-Floodplain and Part 301-Inland Lakes and Streams) necessary for the site improvements and provide to the Village upon receipt.
8. Per Ordinance 1229.05.(c), "An as-built certification for stormwater management BMPs must be provided to the Village prior to final approval of the development."

### Summary

Based on our review of the submitted site plans (dated 08/27/2021), this office does not recommend approval of the subject plans at this time. The Applicant must address the aforementioned items and resubmit the plans to the Village and HRC for review and approval prior to construction.

If you have any further questions or require any additional information, please feel free to contact our office.

Very truly yours,  
HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.  
Vice President

pc: Village of Franklin; Mr. Roger Fraser, Village Manager  
HRC; E. Zmich, T. Warstler, File



# DEMOLITION APPLICATION

PERMIT PD24-006

DATE STAMP

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

Current market value of project \$ 600,000

SUBMIT CHECKLIST WITH APPLICATION

|  |   |  |  |
|--|---|--|--|
| <b>I. LOCATION OF EVENT</b>  |   |  |  |
| Address: 31050 Briarcliff  |   |  |  |
| City/Village: Franklin   | Township:                                   | County: MI                                     | Zip Code: 48025  |
| Between Telegraph  |   | And Franklin                                   |  |
| <b>II. PARCEL IDENTIFICATION # 24-05-352-002</b>                           |   |  |  |
| <b>A. OWNER OR LESSEE</b>  |   |  |  |
| Name: ES Homes   |   | Telephone No: 248-762-0062                     |  |
| Address: 25934 Hersey Dale Dr  | City: Franklin                              | State: MI                                      | Zip Code: 48025  |
| <b>B. ARCHITECT OR ENGINEER</b>  |   |  |  |
| Name: NA Not Designed yet  |   | Telephone No:                                  |  |
| Address:   | City:                                       | State:   | Zip Code:  |
| License No:  | Expiration Date:                            |  |  |
| <b>C. CONTRACTOR</b>   |   |  |  |
| Name: Totten Homes   |   | Telephone No: 734-241-1243                     |  |
| Address: 2002 Roseland   | City: Royal Oak                             | State: MI                                      | Zip Code: 48078  |
| License No: 2101135062   | Expiration Date: 5-31-2023                  |  |  |
| Federal Employer Number or Reason for Exemption: N/A - no employees        |   |  |  |
| Worker's Comp Insurance Carrier or Reason for Exemption: NA - no employees |   |  |  |
| MESC Employer Number or Reason for Exemption: NA - no employees EMAIL:     |   |  |  |
| <b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>                            |   |  |  |
| <b>A. TYPE OF IMPROVEMENT</b> Complete Demo Home & shed                    |   |  |  |
| <input type="checkbox"/> New Building                                      | <input type="checkbox"/> Addition / Remodel | <input checked="" type="checkbox"/> Demolition | <input type="checkbox"/> Property <input type="checkbox"/> Other |
| <b>B. REVIEW(s) TO BE PERFORMED</b> Demo inspection                        |   |  |  |
| <input type="checkbox"/> Building / Trades                                 | <input type="checkbox"/> Engineering        | <input type="checkbox"/> Arborist              | <input type="checkbox"/> Legal <input type="checkbox"/> Other    |



# VI. APPLICANT INFORMATION:

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

|  |                        |                                   |                   |
|--|------------------------|-----------------------------------|-------------------|
| Name: <u>Totten Haines</u>               |                        | Telephone No. <u>734 341-1243</u> |                   |
| Address: <u>2002 Roseland</u>            | City: <u>Royal Oak</u> | State: <u>MI</u>                  | ZIP: <u>48063</u> |
| Federal ID no. (if applicable) <u>NA</u> |                        |                                   |                   |

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

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

Signature of Applicant

*[Signature]*

Print Name

Andrew Pace

Application Date

7-31-2021

## VII. FOR INTERNAL USE ONLY

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

\*\* Zoning District

Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

## VIII. VALIDATION

DATE STAMP

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

### DEMOLITION APPLICATION CHECKLIST

- ☒ Completed Permit Application
- ☒ \$250 Application Fee (non-refundable) ) by 23rd
- ☒ \$5,000 Deposit/Bond
- ☒ Proof of Ownership (ex: Copy of current Title Insurance Policy or commitment showing all parties in the subject parcel)
- ☒ Signature of all parties in interest, including mortgagee(s), indicating approval of the proposed demolition or removal
- ☒ N/A Letter from current Mortgage company(s) approving request for proposed demolition or removal
- ☒ 25 copies of exact description of proposed demolition or removal – to include:
  - ☒ Site plan or Survey of Property indicating location of structure(s) to be demolished or removed
  - ☒ Photographs showing front, rear and side views of all existing structures located on the property to be affected by the demolition or removal
  - ☒ N/A Map depicting any historical or natural resources which may be disturbed, including the location of all trees to be removed or requiring protection
  - ☒ Names, addresses and copy of current licenses of all Contractors
  - ☒ List of vehicles and all other equipment to be utilized during the demolition and removal
  - ☐ Traffic Routes for vehicles and equipment
  - ☐ Minutes of Historic District Commission  
[ a separate study and \$400 fee may be required by the Commission ]
- ☒ Completed Tree Removal / Replacement Plan or Signed Tree Waiver
- ☐ Review by Village Attorney for accuracy and completeness
- ☒ Such further information as the Building Official or Council may require
- ☒ \$1,000,000 Insurance Certificate listing Village of Franklin as additional insured ) by 23rd

letter from Jenico  
no liens  
copy of EPH LLC

\_\_\_ Notice of Retirement of Services from all utilities

\_\_\_ Detroit Edison / electric

X Consumers Energy

N/A SBC Ameritech / telephone services

N/A Comcast Cable Services

\_\_\_ Well abandonment – Oakland County Health Department Environmental Services — *using same*

\_\_\_ Septic abandonment – Oakland County Health Department Environmental Services  
(tank pumped, crushed and filled with sand) OR *Pump out day of Demo*

N/A Pressure Sewer abandoned per Oakland County Drain Commission

*Ticket #<sup>15</sup>  
No letters yet.*

Permit fee shall be determined by the following formula:

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

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



# TREE APPLICATION

INSPECTIONS ..... (248) 626-1601

PERMIT # T -

DATE STAMP

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

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

Not Planning on Disturbing any trees

Current market value of project \$ 600,000

**SUBMIT CHECKLIST WITH APPLICATION**

|  |   |   |  |
|--|---|---|--|
| <b>I. LOCATION OF PROJECT</b>  |   | Historic District?<br><input type="checkbox"/> yes <input checked="" type="checkbox"/> no | Zoning District<br><u>R1</u>                                     |
| Address: <u>31050 Bridgcliff</u>   |   |   |  |
| City/Village:<br><u>Franklin</u>   | Township:                                   | County:<br><u>Oakland</u>   | Zip Code:<br><u>48025</u>  |
| Between <u>Telegraph</u>   |   | And <u>Franklin</u>   |  |
| <b>II. PARCEL IDENTIFICATION #</b> <u>24-05-352-002</u>                  |   |   |  |
| <b>A. OWNER OR LESSEE</b>  |   |   |  |
| Name: <u>E &amp; J Homes</u>   |   | Telephone No: <u>248-762-0062</u>   |  |
| Address: <u>25934 Hersquale Dr</u>                                       | City: <u>Franklin</u>                       | State: <u>MI</u>  | Zip Code: <u>48025</u>   |
| <b>B. ARCHITECT OR ENGINEER</b>  |   |   |  |
| Name: <u>N/A</u>   |   | Telephone No:   |  |
| Address: <u>Not Designed yet</u>   | City:                                       | State:  | Zip Code:  |
| License No:  |   | Expiration Date:  |  |
| <b>C. CONTRACTOR</b>   |   |   |  |
| Name: <u>Totten Homes</u>  |   | Telephone No: <u>734-341-1243</u>   |  |
| Address: <u>2002 Roseland</u>  | City: <u>Royal Oak</u>                      | State: <u>MI</u>  | Zip Code: <u>48073</u>   |
| License No: <u>2101135062</u>  |   | Expiration Date: <u>5-31-2023</u>   |  |
| Federal Employer Number or Reason for Exemption: <u>N/A NO EMPLOYEES</u> |   |   |  |
| Worker's Comp Insurance Carrier or Reason for Exemption: <u>" " "</u>    |   |   |  |
| MESC Employer Number or Reason for Exemption: <u>" " "</u>               |   |   |  |
| <b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>                          |   |   |  |
| <b>A. TYPE OF IMPROVEMENT</b> <u>Complete Demo of Home &amp; Shed</u>    |   |   |  |
| <input type="checkbox"/> New Building                                    | <input type="checkbox"/> Addition / Remodel | <input checked="" type="checkbox"/> Demolition  | <input type="checkbox"/> Property <input type="checkbox"/> Other |
| <b>B. REVIEW(s) TO BE PERFORMED</b> <u>Demo Inspection</u>               |   |   |  |
| <input type="checkbox"/> Building / Trades                               | <input type="checkbox"/> Engineering        | <input type="checkbox"/> Arborist   | <input type="checkbox"/> Legal <input type="checkbox"/> Other    |



# **VI. APPLICANT INFORMATION:**

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

|   |                        |                                   |                   |
|---|------------------------|-----------------------------------|-------------------|
| Name: <u>Amanda Totten</u>                |                        | Telephone No. <u>734-341-1243</u> |                   |
| Address: <u>2002 Roselond</u>             | City: <u>Royal Oak</u> | State: <u>MI</u>                  | ZIP: <u>48073</u> |
| Federal ID no. (if applicable) <u>N/A</u> |                        | email address:                    |                   |

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

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

Signature of Applicant [Signature] Print Name Amanda Totten Application Date 7-31-2021

# **VII. FOR INTERNAL USE ONLY**

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

\*\* Zoning District \_\_\_\_\_ Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_  
Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

# **VIII. VALIDATION**

## **DATE STAMP**

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL

## **TREE REMOVAL / REPLACEMENT APPLICATION CHECKLIST**

- Application Fee **\$100** (non-refundable)  
Permit Fee— The application fee shall be credited to approved permit fee of \$175 (permit to include final inspection)

- Performance Bond to be held for one year after project completion equal to:
  - Replacement Protected Trees - \$450 per Tree
  - Protected trees intended to be saved - \$450 per three inch caliper
  - Replacement Heritage trees - \$450 per three inch caliper

### **TWO (2) COPIES OF EACH OF THE FOLLOWING MUST BE SUBMITTED**

- Site Plan and/or Tree Location Survey that includes the following:
  - Location of Structures and Improvements – existing and proposed utilities, driveways, walks, drains, swales, wetlands, watercourses, ponds and other significant topographical, manmade or natural features. (Temporary or Permanent)
  - Setbacks and Easements— location of all required setbacks, existing and proposed easements.
  - Identify existing topography and proposed grade changes.
  - Written explanation of how proposed grading may affect Protected Trees.
  - Identify the building envelope and an additional ten (10) feet outside the building envelope.
- Identification of surveyor, arborist, or landscape architect
- Complete Tree Inventory Survey Form (provided)
- Protected Tree Identification (To be shown on plans)
  - Protected trees within adjoining ROW, trees within twenty-five (25) feet of property line, trees affected by construction.
  - Designation of Protected Trees to remain with the method of protection and location of fencing.
  - Designation of Protected Trees to be removed.
- **Cost estimate and detailed plan for required replacement**

**The applicant shall be responsible for 100% of all consultant fees incurred by the Village PLUS a 10% administrative fee**

**TREE REMOVAL / REPLACEMENT WAIVER  
CONSTRUCTION**

Minimum Field Inspector Fee \$44.00

Address 31050 Briarcliff Franklin MI  
Sidwell # 24-05-352-002 Permit # \_\_\_\_\_

The project at the above-referenced address does not require a Tree Removal / Replacement Permit from the Village of Franklin. Further, throughout the course of construction at the above-referenced address, no trees will be affected by the project. Any regulated trees will be protected before any work on the site can begin, and protection measures shall be maintained throughout the course of the demolition project.

Applicant  Date 7-31-2021  
Signature

\*\*\*\*\*  
**Acceptance of Waiver**

Arborist \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Waiver Acceptance

Field Inspector \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Waiver Acceptance

Administrator \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Waiver Acceptance

Village of Franklin  
Building Department  
32325 Franklin Road  
Franklin, Mi 48025  
August 11<sup>th</sup> 2021

Re: Demo application for 31050 Briarcliff

To Whom it may concern,

Please be aware that Totten Homes have requested demo clearance letters and has paid applicable fees to Consumers Energy and DTE for disconnects. AT&T/ SBC was on site on 8-11 to remove their line but states they do not supply clearance letters.

We will pump and crush the septic tank at time of demolition of the above address. We understand that this work cannot be completed before a demo permit is issued.

Thank you

Totten Homes

I, Janice Ross the owner of E & J Homes and 31050 Briarcliff Franklin Mi, give my permission to Andrew Race of Totten Homes to pull a demolition permit for purposes of full demolition at the above mentioned address.

I understand and except the fact that Totten Homes will be completely demolishing the home and the detached shed

Janice Ross

A handwritten signature in cursive script that reads "Jan Ross". The signature is written in dark ink and is positioned below the printed name "Janice Ross".

|                                   |  |
|-----------------------------------|--|
| ADDRESS                           |  |
| 31050 BRIARCLIFF RD FKLN GRET SVC |  |
| PROJECT TITLE                     |  |
| 31050 BRIARCLIFF RD               |  |
| DESIGN NUMBER                     | AS-BUILT NUMBER  |
| 11280772                          |  |
| CONSTRUCTION MEASURE NUMBER       |  |
| 100006431499                      |  |
| NOTIFICATION NUMBER               |  |
| 1058317590                        |  |
| ORDER TYPE                        | ORDER NUMBER   |
| GRET                              |  |
| MAINTENANCE ACTIVITY TYPE         |  |
| SVC                               |  |
| METER ORDER NUMBER                | METER NUMBER   |
| RMV MTR 38895287                  |  |
| READ                              | METER LOCATION   |
|                                   |  |
| <input type="checkbox"/> SET      | <input checked="" type="checkbox"/> REMOVE <input type="checkbox"/> EXCHANGE |
| DESIGNED BY                       | DATE   |
| BMGREENA                          | 07/26/21   |

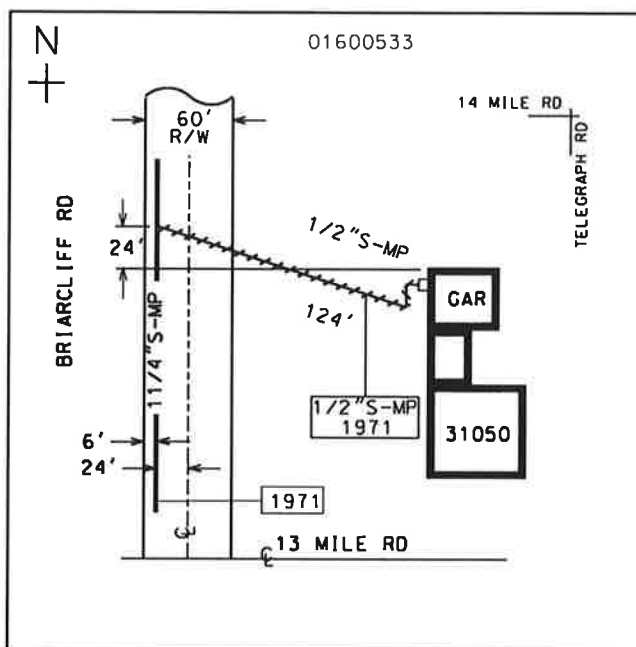
**Consumers Energy**

A CMS Energy Company SERVICE

SERVICE COORDINATOR: DEONDRA E. HALE-KING 248-497-5854

TECHNICIAN: BRIAN M. GREENAWAY 586-994-3998

CONTACTS: ANDY RACE 2485212442



**CAUTION!!!**

CE PIPE LINE MUST BE STAKED PRIOR TO CONSTRUCTION AND HAND-EXPOSED WHEN BEING CROSSED. EXACT DEPTH TO BE DETERMINED AT TIME OF CONSTRUCTION.

**CAUTION!**

TRANSMISSION PIPELINE IN AREA.

PIPELINE OWNER: CE  
PIPELINE OWNER CONTACT INFO:  
NAME: KEVIN  
ADDRESS:  
PHONE: 9895164108  
SPECIAL NOTES:

## RULES AND REGULATIONS GOVERNING DEMOLITIONS IN THE VILLAGE OF FRANKLIN

1. Completed demolition application, including \$250 application fee.
2. Review of demolition application by Historic District Commission and Village Building Official, with recommendation to Village Council.
3. Notice of Retirement of Services must be on file with Building Department:
  - DTE Energy OR other electrical service
  - Consumers Energy OR receipt for pump and removal of oil tank
  - SBC Ameritech OR other land-based phone system
  - Comcast Cable Services
  - Tree Removal / Replacement Permit OR Waiver
  - Oakland County Health Department – cap / abandon well
  - Sanitary System
    - cap ODCD pressure system OR
    - pump and crush septic
4. A bond shall be posted in the amount of five thousand dollars (\$5,000). The permit fee shall be determined by the lineal feet in width and depth of the project.
5. Contractor is required to carry adequate insurance coverage and name the Village of Franklin as Additional Insured. Certificate of Insurance must indicate whether contractor has Worker's Compensation for his employees. Contractor is required to indemnify the Village and hold it harmless from any possible liability.
6. Valid State Builder's License is required for all demolitions.
7. Demolition permit must be issued within ten (10) days of Council approval.
8. Demolition shall be completed within thirty (30) days from the date of the issuance of the demolition permit.
9. The contractor shall be responsible for maintaining the Village public right-of-way in an acceptable condition. If the public right-of-way is damaged during demolition, the contractor is responsible for the repair or replacement. Adequate protection to pedestrian and vehicular traffic is required during demolition.
10. Buildings and foundations shall be removed completely. Fill shall be kept free of wood, debris and any combustibles. Top six (6) inches of fill shall be a good grade of black topsoil.
11. Final grade to be as level as possible, proper means being provided to prevent run-off of surface water from flowing onto the adjacent properties. Demolition site will be seeded with grass seed after topsoil has been graded. A mild "starter" fertilizer will be applied no sooner than one week after seeding.

**The Membership Interests represented hereby have been acquired for investment; have not been registered under the Securities Act of 1933, as amended ("Securities Act") or the securities laws of any other state; and have been issued pursuant to claims of exemption from the registration provisions of the Securities Act and the securities acts of those states in which Membership Interests are offered. The sale, transfer or assignment of the Membership Interests covered by this Agreement is further subject to restrictions contained in this Agreement and Membership Interests covered by this Agreement may not be sold, transferred, or signed except to the extent permitted by, and in accordance with, the provisions of this Agreement.**

## **OPERATING AGREEMENT**

**OF**

**E & J HOMES 2, LLC**

A Michigan Limited Liability Company

THIS OPERATING AGREEMENT OF E & J HOMES 2, LLC ("Operating Agreement" or "Agreement"), dated as of June 2, 2021 (the "Effective Date"), is executed and agreed to by the Manager and the Members (as defined below).

### **RECITALS:**

A. On June 2, 2021, E & J Homes 2, LLC (the "Company") was formed by the filing of Articles of Organization with the State of Michigan Department of Licensing and Regulatory Affairs.

B. The Managers and the Members wish to set forth their respective rights, responsibilities and duties.

Now, Therefore, the Members and the Managers hereby agree as follows:

### **ARTICLE 1 DEFINITIONS**

"Act" means the Michigan Limited Liability Company Act, as amended and any successor statute, as amended from time to time.

"Adjusted Capital Account" means the capital account maintained for each Member as of the end of each fiscal year of the Company after giving effect to the following adjustments:

(a) Increased by (i) any amounts which the Member is deemed obligated to restore under the standards set forth in Treas. Reg. Sec. 1.704-1(b)(2)(ii)(c), (ii) such Member's share of



partnership minimum gain within the meaning of Treas. Reg. Sec. 1.704-2(g)(1) and (iii) such Member's share of partner nonrecourse debt minimum gain within the meaning of Treas. Reg. Sec. 1.704-2(i)(5); and

(b) Decreased by:

(i) All losses and deductions that, as of the end of the applicable fiscal year, are reasonably expected to be allocated to the Member in years subsequent to the applicable fiscal year under Code Secs. 704(e)(2) and 706(d) and under Treas. Reg. Sec. 1.751-1(b)(ii); and

(ii) Distributions that are reasonably expected to be made to the applicable Member to the extent that such distributions exceed offsetting increases in the applicable Member's Capital Account that are reasonably expected to occur during (or prior to) the year in which such distributions are reasonably expected to be made. Notwithstanding anything to the contrary contained herein, an Adjusted Capital Account shall be determined in accordance with Treas. Reg. Sec. 1.704-1(b)(2)(ii)(d).

"Adjusted Capital Contribution" means the total amount of capital contributed by a Member to the Company (in cash or otherwise, as determined from time to time), adjusted as follows:

(a) Increased by the amount of any Company liabilities which, in connection with distributions pursuant to Paragraph 4.01(a), are assumed by such Member or are secured by any Company Assets distributed to such Member; and

(b) Reduced by the amount of cash and the fair market value (as determined by the Managers) of any Company Assets distributed to such Member pursuant to Paragraph 4.01(a) and 11.03 and the amount of any liabilities of such Member assumed by the Company.

(c) In the event any Person transfers all or any portion of his Interest, the transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Interest.

"Affiliate" of another Person means: (a) any entity or individual that directly or indirectly controls or holds the power to vote 10% or more of the outstanding voting securities of the Person in question; (b) any Person 10% or more of whose voting securities are directly or indirectly owned, controlled or held with power to vote, by such other Person; (c) any Person directly or indirectly controlling, controlled by, or under common control with such other Person; (d) any officer, director or partner of such other Person; and (e) if such other Person is an officer, director or partner, any company for which such Person acts in any such capacity.

"Articles of Organization" or "Articles" means the Articles of Organization filed for the Company in accordance with the Act.

"Bankruptcy" means, with respect to any Member, (i) an assignment for the benefit of creditors; (ii) a voluntary petition in bankruptcy; (iii) adjudication as a bankrupt or insolvent; (iv)

the filing of a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, regulation or law; (v) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature; (vi) seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of such Member's properties or of all or any substantial part of the Member's properties; or (vii) the involuntary appointment of a receiver which is not dismissed within 60 days.

"Book Value" means, with respect to any Company Asset, the adjusted tax basis of such Company Assets, except as follows:

(a) The Book Value of a Company Assets shall again be adjusted to equal its fair market value, as reasonably determined by the Members, upon the happening of either of the following events: (i) a change in the Members' Sharing Ratios under Paragraph 3.02(b) by reason of the contribution of additional capital by some, but not all, of the Members and (ii) the issuance of Membership Interests to third parties in exchange for Capital Contributions from them; provided, however, that such adjustment to the Book Value shall be made only if the Managers determine, in their sole and absolute discretion, that such adjustment is necessary or appropriate to reflect the change in the Members' economic interests in the Company; and

(b) The Book Value of the Company Asset (as adjusted pursuant to clause (a)) shall be reduced by the depreciation taken into account with respect to Company Assets in computing Profit or Loss (rather than by any depreciation taken into account with respect to Company Assets for Federal income tax purposes).

In the event that the Book Value of the Company Assets is adjusted pursuant to clause (a) above, the Members' Capital Accounts shall be simultaneously adjusted in the same (aggregate) amount as though the Company recognized a gain or loss in such amount.

"Capital Contributions" means the total amount of capital contributed by a Member to the Company, as determined from time to time.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Company" means E & J Homes 2, LLC, a Michigan limited liability company.

"Company Assets" means all properties, assets and rights of any type owned by the Company.

"Effective Date" means the date set forth in the Introductory Paragraph to this Agreement.

"Fields" means Elizabeth Fields, a Member and Manager of the Company.

"Majority Interest" means one or more Members holding more than 50% of the aggregate Membership Interests in the Company based on their Sharing Ratios.

"Manager" means any Person named herein as an initial manager of the Company and any Person designated as provided in Paragraph 6.04 hereof, or as elected as a Manager of the Company as provided in this Operating Agreement, but does not include any Person who has ceased to be a Manager of the Company. As of the date hereof, and until such time as they are unable to serve, the Managers are Ross and Fields.

"Member" means each Person, including the Managers, who acquires a Membership Interest pursuant to this Operating Agreement and each Person hereafter admitted to the Company as a Member as provided in this Operating Agreement. The Members and their respective Interests are set forth on attached and incorporated Exhibit "A".

"Membership Interest" or "Interest" means the membership interest or interest of a Member in the Company, including the right to any and all benefits to which such Member may be entitled in accordance with this Operating Agreement and the Act, and the obligations as provided in this Operating Agreement and the Act.

"Net Cash Receipts" means the gross cash proceeds from the operation of the Company's business less the portion thereof used to establish reasonable reserves for or to pay Company expenses, debt payments (including any loans made by the Managers to the Company made pursuant to Paragraph 3.04 or otherwise), and capital expenditures. "Net Cash Receipts" shall not be reduced by depreciation, cost recovery, amortization or similar noncash deductions, and shall be increased by any reduction of reserves previously established by the Managers.

"Operating Agreement" or "Agreement" has the meaning set forth in the introductory paragraph.

"Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

"Profit" and "Loss" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such year, determined in accordance with Code Sec. 703(a) (including all items required to be stated separately) with the following adjustments:

(a) Any tax-exempt income described in Section 705(a)(1)(B) of the Code shall be added;

(b) Any expenditures of the Company described in Code Sec. 705(a)(2)(B) (including expenditures treated as such pursuant to Treas. Reg. Sec. 1.704-1(b)(2)(iv)(i)) shall be subtracted;

(c) The depreciation or other cost recovery deduction taken into account for such fiscal year or other period with respect to the Company Assets shall be, in lieu of the depreciation or cost recovery deduction taken into account in computing such taxable income or

loss, an amount which bears the same ratio to the Book Value of the Company Assets at the beginning of such fiscal year or other period as the depreciation or cost recovery deduction taken into account in computing such taxable income or loss bears to the adjusted tax basis of the Company Assets at the beginning of such fiscal year or other period, in accordance with Treas. Reg. Sec. 1.704-1(b)(2)(iv)(g)(3);

(d) Any gain or loss realized by the Company on the sale or other disposition of the Company Assets shall be determined by reference to the Company Assets' Book Value, notwithstanding that their Book Value may differ from their adjusted basis for Federal income tax purposes; and

(e) Any items which are specially allocated pursuant to Paragraph 4.02(b) or (c), or which are allocated solely for tax purposes pursuant to Paragraph 4.03, shall not be taken into account in computing Profit or Loss.

"Representative" means the legally appointed guardian of a mentally incapacitated Member, the conservator of a mentally incapacitated Member's assets or the legally appointed and qualified executor or personal representative of the estate of a deceased Member. In the event no such guardian, conservator, executor or personal representative is appointed, then the Representative shall mean the spouse of such incapacitated or deceased Member, or if such Member does not have a spouse or the spouse is not then living or is unable or unwilling to act, such Member's then living lineal descendants who are willing and capable of acting, one at a time in descending order of age but in no event younger than 21 years of age or, if none, such Member's then-living lineal ancestors who are willing and capable of acting, one at a time and in ascending order of age.

"Ross" means Janice Ross, a Member and Manager of the Company.

"Sharing Ratio" means the percentage of Membership Interests of the Members as set forth on Exhibit "A".

"Transfer" means, with respect to an Interest, a sale, assignment, gift or any other disposition or transfer of ownership, whether voluntary, involuntary or by operation of law.

"Treasury Regulations," "Treas. Reg." or "Reg." means the income tax regulations promulgated under the Code as amended from time to time (including corresponding provisions of succeeding regulations).

## **ARTICLE 2 ORGANIZATION**

Paragraph 2.01 Formation. The Company has been organized as a Michigan limited liability company under and pursuant to the Act. The rights and obligations of the Members shall be as set forth in the Act except as this Operating Agreement expressly provides otherwise, in accordance with the Act.

The existence of the Company as a separate legal entity shall continue until cancellation of the Articles of Organization as provided in the Act.

Paragraph 2.02 Name. The name of the Company is "E & J Homes 2, LLC". All Company business shall be conducted in that name or such other name the Managers may select from time to time and which is in compliance with all applicable laws.

Paragraph 2.03 Registered Office, Registered Agent and Principal Office. The registered office of the Company in Michigan shall be the office of the registered agent as set forth in the Articles, 121 W. Long Lake Road, Suite 200, Bloomfield Hills, Michigan 48304 or at such offices as the Managers may designate from time to time in a manner provided by law. The Company shall maintain such records at the principal office as required by the Act.

Paragraph 2.04 Purposes. The purpose of the Company is to acquire single family residential dwellings for the purpose of rehabilitating and renovating such dwellings and thereafter selling such dwellings. The Company shall further be empowered to do any and all things necessary, convenient, or incidental to the foregoing.

Paragraph 2.05 Term. The Company commenced as of the date of filing of the Articles and shall continue in existence until such time as may be determined in accordance with the terms of this Operating Agreement.

Paragraph 2.06 Recapitalization, Acquisitions, Restructuring and Mergers. The Company may participate in or be a party to any recapitalization, acquisition, restructuring or merger in accordance with and as allowed by the Act.

Paragraph 2.07 Entity Declaration. The Company shall not be a general partnership, a limited partnership or a joint venture, and no Member or Manager shall be considered a partner or joint venturer of or with any other Member or Manager, for any purposes other than for federal and state tax purposes, and this Operating Agreement shall not be construed otherwise.

### **ARTICLE 3**

#### **CAPITAL CONTRIBUTIONS, LOANS AND CAPITAL ACCOUNTS**

Paragraph 3.01 Required Capital Contributions. The Members shall contribute the capital set forth opposite their name on Exhibit "A" hereto.

Paragraph 3.02 Additional Capital Contributions. If the Managers determine that the Company requires additional Capital Contributions, the Members shall contribute such capital in such amounts and in such manner as they deem appropriate. It is understood that the loans to be made by Ross pursuant to Paragraph 3.04 shall be used strictly to fund property acquisitions and renovation expenses. All additional expenses of the Company, to the extent not otherwise funded by Company revenues, shall be funded by Capital Contributions of the Members.

Paragraph 3.03 Return of Capital Contributions. Except as expressly provided herein, no Member shall be entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unpaid Capital

Contribution is not a liability of the Company or of any Member or Manager and therefore, neither the Company, any Member or Manager or any third party may institute any legal action to require a Member to pay an unpaid Capital Contribution.

Paragraph 3.04 Loans by Ross. It is contemplated that Ross will provide loan financing to the Company to acquire single family homes and fund renovation costs. No such loan shall be utilized to fund operating expenses of the Company other than for property acquisition and renovation costs. Any such loans shall be made at an interest rate equal to 1% over the short-term applicable federal rate as such rate shall change from time to time. All such loans shall be repaid prior to distributions under Paragraph 4.01.

Paragraph 3.05 Capital Accounts. A separate Capital Account shall be maintained for each Member in accordance with Reg. Sec. 1.704-1(b)(2)(iv). In accordance therewith, each Member's Capital Account shall equal such Member's initial Capital Contribution to the Company, adjusted as follows:

(a) such Member's Capital Account shall be credited with: (i) all subsequent Capital Contributions of such Member to the Company; (ii) such Member's share of the Company's Profits; (iii) any items of income or gain specially allocated to such Member under Paragraph 4.02 below, and (iv) the amount of any liabilities of the Company assumed by such Member; and

(b) such Member's Capital Account shall be debited for: (i) distributions to such Member (made to such Member in his capacity as a Member); (ii) such Member's share of the Company's Losses; (iii) any items of expense or loss specially allocated to such Member under Paragraph 4.02 below; and (iv) the amount of any liabilities of such Member assumed by the Company.

Paragraph 3.06 Capital Accounts Upon Sale or Transfer of Membership Interests. Upon the sale or Transfer of a Membership Interest, the Capital Account of the selling or transferring Member will be transferred to the transferee on a pro rata basis.

Paragraph 3.07 Form of Distribution. If a Member is entitled to receive a distribution, including, but not limited to, any return of a Capital Contribution in accordance with this Operating Agreement, the Member shall not have the right to receive anything but cash. Distributions may, however, be made in the form of cash, property, or partially in cash and partially in property, as determined by the Managers.

## **ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS**

Paragraph 4.01 Cash Distributions. Distributions of Net Cash Receipts, if any, shall be distributed by the Managers in the following order and priority:

(a) First, to the Members in an amount equal to their Adjusted Capital Contributions, provided, however, that distributions under this subparagraph shall be made first solely to the Member with the greater Adjusted Capital Contribution balance

until all Adjusted Capital Contribution balances are equalized, thereafter distributions shall be made on an equal basis until the Adjusted Capital Contribution balance of all Members are reduced to zero.

(b) Thereafter, the balance to the Members in accordance with their Sharing Ratios.

(c) The provisions of Paragraph 4.01 are subject to the provisions of Paragraph 11.03 of this Agreement.

Paragraph 4.02 Allocations of Profits.

(a) After giving effect to the allocations set forth in Paragraphs 4.02(b) and 4.02(c) below, Profit or Loss for any fiscal year shall be allocated among the Members so that, at the end of such year, the Capital Account of each Member is, as nearly as possible, positive in the amount that the Company would distribute to such Member if the Company were to distribute any surplus (positive balance) in Total Capital among the Members in accordance with Paragraph 4.01(b) as though such Total Capital were liquidation proceeds; provided, however, that no Loss or item of expense or loss shall be allocated to any Member for any fiscal year to the extent that such allocation would create or increase a deficit in such Member's Adjusted Capital Account. At any time the Capital Accounts of all Members are at or below zero, all Losses shall be allocated to the Members in accordance with their Sharing Ratios.

(b) After giving effect to the allocations set forth in Paragraph 4.02(c) below, items of gross income and gain shall be allocated to each Member in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in such Member's Adjusted Capital Account to the extent that such deficit is created or increased by any unexpected adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4)-(6) of the Treasury Regulations. This Paragraph 4.02(b) and the provisions of Paragraph 4.02(a) are intended to comply with the "alternate test for economic effect" in Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(c) If, for a fiscal year, there is an increase in the amount by which any liability of the Company exceeds the Company Assets which are subject to such liability (as determined under Section 1.704-2(d)(2)(ii) of the Treasury Regulations), such that there is a net increase in "partnership minimum gain" or "partner nonrecourse debt minimum gain" of the Company, then (i) any "nonrecourse deductions" related to an increase in "partnership minimum gain" for such year shall be allocated among the Members pro rata, based upon their Sharing Ratios, and (ii) any "partner nonrecourse deductions" related to an increase in "partner nonrecourse debt minimum gain" shall be allocated to the Member who bears the economic risk of loss with respect to the liability to which such "partner nonrecourse deductions" are attributable. If, for any fiscal year, there is a decrease in the amount by which any liability of the Company exceeds the Company Assets subject to such liability (as determined under Section 1.704-2(d)(2)(ii) of the Treasury Regulations), then (i) each Member shall be specially allocated gross income in the amount of such Member's share of any net decrease in "partnership minimum gain" in accordance with Section 1.704-2(f) of the Regulations and (ii) each Member shall be specially

allocated gross income in the amount of such Member's share of any net decrease in "partner nonrecourse debt minimum gain" in accordance with Section 1.704-2(i)(4) of the Regulations. For purposes of applying the provisions of Paragraphs 4.02(a) and 4.02(b) in any year at the end of which there is "partnership minimum gain" or "partner nonrecourse debt minimum gain" of the Company, (i) each Member's Capital Account and Adjusted Capital Account shall be increased by the sum of such Member's "share of partnership minimum gain" and "partner nonrecourse debt minimum gain" and (ii) Total Capital shall be increased by the sum of "partnership minimum gain" and "partnership nonrecourse debt minimum gain".

(d) For purposes of this Paragraph 4.02:

(i) "Total Capital" at the end of any year means the total amount of capital (i.e., the Book Values of Company Assets minus the Company's liabilities) appearing on the Company's balance sheet (taking into account Profit, Loss and all items of income, gain, expense or loss for such year).

(ii) All terms set off in quotation marks and not otherwise defined shall have the meanings ascribed to them in Section 1.704-2 of the Regulations.

(e) It is intended that the amount to be distributed to a Member pursuant to Paragraph 11.03 of this Agreement shall equal the amount such Member would receive if liquidation proceeds were instead distributed in accordance with Paragraph 4.01(b) (disregarding Paragraph 4.01(c)) of this Agreement. This intended distribution amount for a Member is referred to as such Member's "Targeted Distribution Amount". Notwithstanding any preceding provision to the contrary in this Paragraph 4.02, if upon a termination and liquidation of the Company, any Member's ending Capital Account balance immediately prior to the distributions to be made pursuant to Paragraph 11.03 of this Agreement would otherwise be less than such Member's "Targeted Distribution Amount", then, to the extent amended tax returns can be filed for prior fiscal years of the Company, such Member shall be specially allocated items of income or gain for such prior years, and items of loss or deduction for such prior years shall be allocated away from such Member to the other Members, until Profit or Loss for the year(s) of termination and liquidation of the Company can be allocated so as to cause such Member's actual Capital Account balance to equal the Targeted Distribution Amount for such Member (and such Profit or Loss shall be so allocated).

Paragraph 4.03 Allocations Solely for Tax Purposes.

(a) Income, gain, loss and deduction with respect to the Company Assets shall, for Federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted tax basis and the Book Value of the Company Assets under the principles of Section 704(c) of the Code. The parties agree that the so-called "traditional method without curative allocations" shall be used to reconcile the difference between the adjusted tax basis and Book Value of the Company Assets.

(b) In the event an election is made under either Section 108(b)(5), Section 108(c) or Section 754 of the Code in accordance with Paragraph 10.04 herein:



(i) Any change in the amount of the depreciation deducted by the Company and any change in the gain or loss of the Company, for Federal income tax purposes, resulting from any such election shall be allocated entirely to the Member making such election in the case of Section 108 of the Code, and to the transferee of the Membership Interest or portion thereof so transferred in the case of Section 754 of the Code; provided, however, that neither the Capital Contribution obligations of, nor the Interest of, nor the amount of any cash distributions to, the Members shall be affected as a result of such election, and except as provided in Regulations Section 1.704-1(b)(2)(iv)(m), the making of such election shall have no effect except for Federal and (if applicable) state and local income tax purposes.

(ii) Solely for Federal and (if applicable) state and local income tax purposes and not for the purpose of maintaining the Members' Capital Accounts (except as provided in Regulation Section 1.704-1(b)(2)(iv)(m)), the Company shall keep a written record for each asset, the basis of which is adjusted as a result of any such election, and the amount at which the asset is carried on such record shall be debited (in the case of an increase in basis) or credited (in the case of a decrease in basis) by the amount of such basis adjustment. Any change in the amount of depreciation deducted by the Company and any change in the gain or loss of the Company, for Federal and (if applicable) state and local income tax purposes, attributable to the basis adjustment made as a result of such election shall be debited or credited, as the case may be, on such record. All costs incurred by the Company in connection with an election under Section 108 or Section 754 of the Code shall be paid by the Person requesting such election or any transferee of such Person, or by the Company, as applicable.

Paragraph 4.04 Allocations Concerning Transferred Interests. Unless the Code requires otherwise, any Profits or Losses allocable to a Membership Interest which has been transferred during any year shall be allocated among the Persons who were holders of such Membership Interest during such year by taking into account their varying interests during such taxable year in accordance with Code Sec. 706(d) and using any convention permitted by law and selected by the Managers.

Paragraph 4.05 Limitation on Distributions. The Company shall not make any distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, the Company would not be able to pay its debts as they become due in the usual course of business or the fair market value of the Company's total assets would be less than the sum of its total liabilities. Any Member who knowingly receives a distribution in violation of the previous sentence shall be liable to the Company for the amount of the distribution. A Member who receives a distribution in violation of the first sentence of this Paragraph 4.05 and who did not know of the violation at the time of the distribution shall not be liable for the amount of the distribution.

## **ARTICLE 5**

### **MEMBERSHIP; DISPOSITIONS OF INTERESTS**

Paragraph 5.01 Restriction on Transfer of Membership Interests. Each of the Members hereby acknowledge and agree that they have entered into this Agreement in reliance on a continued participation of each Member in the activities of the Company. As a result, the Members hereby agree that no Member shall sell, assign, transfer, exchange, mortgage, pledge, hypothecate or otherwise dispose of any Membership Interest except in strict accordance with the provisions of this Article 5. The Members hereby agree that a breach of the provisions of this Article 5 would cause irreparable injury and that money damages would be inadequate to provide a full remedy. Any transfer by a Member shall require the consent of the other Member.

Paragraph 5.02 Transfer Upon Death or Disability. In the event of the death of a Manager or the disability of a Manager such that the Manager is no longer able to serve, the personal representative or trustee of the estate of the deceased Manager or the personal representative of the disabled Manager shall succeed as Manager. Upon the death or disability of any Member, such deceased or disabled Member's Membership Interest shall be converted to a non-voting Membership Interest. In addition, the Company and/or the remaining Member shall have the option to proceed to liquidate the Company in accordance with Article 11.

Paragraph 5.03 Liability to Third Parties. No Member or Manager shall, by virtue of her status as a Member or her ownership of an Interest, be liable for the debts, obligations or liabilities of the Company, including but not limited to a judgment decree or order of a court.

Paragraph 5.04 Withdrawal. Except to the extent otherwise required by the Act or as otherwise provided herein, a Member does not have the right to withdraw from the Company as a Member and agrees not to do so.

Paragraph 5.05 Lack of Authority. No Member (other than the Managers or an officer appointed by the Managers) has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company.

Paragraph 5.06 Involuntary Transfers. Notwithstanding the foregoing, the Company may, at its option, elect to redeem the Membership Interest of a Member in the event of a Bankruptcy. Such redemption shall be paid at fair market value.

## **ARTICLE 6**

### **POWERS AND DUTIES OF THE MANAGERS**

Paragraph 6.01 Management of Company. The Managers shall have the exclusive right to manage the Company's business. Accordingly, except as otherwise limited herein and under applicable law, the Managers shall: (i) manage the affairs and business of the Company; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on behalf of the Company. No contract, obligation or liability of any kind or type can be entered into on behalf of the Company by any Member other than an existing Manager of the Company. The Managers may take all actions which shall be necessary or appropriate to

accomplish the Company's purposes in accordance with the terms of this Operating Agreement. In all cases, the Managers shall act on a unanimous basis including, but not limited to, all matters set forth in Paragraph 6.02.

Paragraph 6.02 Specific Rights and Powers of the Managers. In addition to the rights and powers which it may have in accordance with Paragraph 6.01, and except as otherwise specifically limited under applicable law, the Managers shall have all specific rights and powers required for the management of the business of the Company including, without limitation, the right to do the following:

(a) Acquire any other real or personal property which may be necessary or appropriate to accomplish the purposes of the Company;

(b) Operate the Company and lease, sell, transfer, assign, convey, or otherwise dispose of or deal with all or any part of any Company Assets;

(c) Incur any debt for Company purposes and mortgage or pledge any Company Assets to secure or provide for the repayment of such loans; to obtain replacements of any mortgage or mortgages in whole or in part; and prepay, refinance, recast, modify, extend or consolidate any mortgage affecting Company Assets;

(d) Incur all reasonable expenditures and pay all obligations of the Company;

(e) Execute any and all contracts, agreements, documents or instruments of any kind which the Managers may deem necessary or appropriate for carrying out the purposes of the Company, including, without limitation, leases, subleases, easements, deeds, notes, mortgages and other agreements, documents or instruments of any kind or character or amendments of any such documents or instruments;

(f) Acquire and maintain any contract of insurance which the Managers deems necessary or advisable and covering such risks as are appropriate in the discretion of the Managers including, without limitation, insurance policies insuring the Company and the Managers against liability, and for the conservation, protection or preservation of Company Assets;

(f) Employ, engage, or retain and dismiss any Person (including the Managers or any Member, as well as any Affiliate of a Manager or Member) as an employee, agent, independent contractor, advisor, attorney or accountant, or in such other capacities as the Managers may deem necessary;

(h) Supervise the preparation and filing of all federal, state and local tax returns and make tax elections on behalf of the Company; and

(i) Perform any and all other acts or activities necessary or incidental to the operation of the Company.

Paragraph 6.03 Obligations of the Members.

(a) Fields shall be responsible for identifying potential single family residential dwellings to be acquired and shall handle all issues regarding the acquisition of such dwellings including, but not limited to, obtaining appropriate title insurance from reputable title companies preapproved by the Managers. Notwithstanding the foregoing, the decision to acquire any dwelling shall be approved by both Managers. In addition, Fields shall oversee all day to day operations of the Company including, but not limited to, accounting, marketing, leasing, and "back office" operations. As part of such obligations, Fields shall provide office and accounting personnel on an as needed basis to the Company. The provider of such services shall be compensated for the use of such personnel at an agreed upon hourly basis as determined by the Managers, it being understood that no employees of Fields shall be retained without the consent of both Managers. Fields will assure that all payments to contractors and subcontractors will be paid over sworn statements and lien waivers will be obtained in accordance with the Michigan Construction Lien Act.

(b) Forty five (45) days prior to the commencement of each calendar year commencing calendar year 2019, Fields shall establish a budget for the ensuing calendar year which budget will set forth the anticipated revenues and operating expenses of the Company. Such budget shall be approved by both Managers. During the term of each budget year, the Company shall not incur any capital expenditures either (i) outside the ordinary course of business; or (ii) in excess of or not otherwise expressly provided for in a specific line item of the Company's current budget without the consent of both Managers provided, however, Fields shall have the ability to increase any line item by up to 10% so long as the total budget is not increased.

Paragraph 6.04 Manager Vacancies. In the event that a Manager is, for any reason, unable to serve as Manager, the remaining Manager shall serve as sole Manager of the Company. In the event that neither of the Managers is able to serve as Manager, the Company shall be liquidated in accordance with Article 11.

Paragraph 6.05 Conflicts of Interest. The Managers need not devote full time to the Company's business, but shall devote such time as she, in her discretion, deems necessary to manage the Company's affairs in an efficient manner. Subject to the other express provisions of this Operating Agreement, each Manager, Member and officer of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ventures in competition with the Company, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein. The Company may transact business with any Manager, Member, officer or Affiliate thereof provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties. Notwithstanding the foregoing, each Manager will not acquire homes on her own behalf or on behalf of any third party in the geographic area targeted by the Company without the consent of the other Manager.

Paragraph 6.06 Agents. The Managers may designate one or more individuals as agents of the Company. No agent or authorized person need be a Manager or Member. Each agent or authorized person shall have the authority and shall perform the duties as designated by the Managers. Vacancies may be filled or new offices created and filled by resolution of the Managers. Any agent or authorized person elected or appointed by the Managers may be removed by the Managers whenever in his judgment the best interests of the Company would be served; provided, however, such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Paragraph 6.07 Deadlock Provisions. In the event the Managers cannot in good faith reach agreement on any issue, Ross may elect to dissolve the Company in accordance with Article 11. Notwithstanding the foregoing, if the parties cannot agree on the disposition of a particular single family residential dwelling, the decision of Ross shall control.

## **ARTICLE 7 INTENTIONALLY LEFT BLANK**

## **ARTICLE 8 LIABILITY AND INDEMNIFICATION**

Paragraph 8.01 Liability. Neither the Managers nor any affiliate of the Managers or their respective partners, officers, members, shareholders, directors, counsel, and employees (each, "Indemnified Party") shall be liable, responsible, or accountable for damages or otherwise, to any Member or to the Company for any omission or any act performed by the Managers or any Affiliate, within the scope of the authority conferred on the Managers by this Operating Agreement except for fraud, gross negligence, an intentional breach of this Operating Agreement, or as otherwise required by the Act.

Paragraph 8.02 Indemnification. The Company shall, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless each Indemnified Party against any losses, claims, damages or liabilities to which such Indemnified Party may become subject in connection with any matter arising out of or in connection with this Agreement or the Company's business or affairs, except for any such loss, claim, damage or liability primarily attributable to such Indemnified Party's gross negligence, willful misconduct or fraud. If an Indemnified Party becomes involved in any capacity in any action, proceeding or investigation in connection with any matter arising out of or in connection with this Agreement or the Company's business or affairs, the Company shall reimburse such Indemnified Party for its legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith; provided that such Indemnified Party shall promptly repay to the Company the amount of any such reimbursed expenses paid to it if it shall ultimately be determined that the Indemnified Party was not entitled to be indemnified by the Company in connection with such action, proceeding or investigation.

Notwithstanding anything else contained in the Agreement, the obligations of the Company under this Paragraph 8.02 shall:

- (i) be in addition to any liability which the Company may otherwise have;
- (ii) inure to the benefit of the Managers and their Affiliates and any successors, assigns, heirs and personal representatives of such persons; and
- (iii) survive the termination of this Agreement.

Paragraph 8.03 Exclusive Jurisdiction. To the fullest extent permitted by applicable law, each of the Members hereby agrees that any claim, action or proceeding by any Member seeking any relief whatsoever against the Managers based on, arising out of or in connection with this Agreement or the Company's business or affairs shall be brought only in Oakland County Circuit Court or the Federal Court for the Eastern District of Michigan located in Detroit Michigan and not in any other State or Federal court in the United States of America or any court in any other country.

Each Member acknowledges that, in the event of any breach of this provision, the Managers have no adequate remedy at law and shall be entitled to injunctive relief to enforce the terms of this Paragraph.

## **ARTICLE 9 AMENDMENTS**

This Operating Agreement may be amended or modified from time to time by a written instrument adopted and approved by the Managers.

## **ARTICLE 10 BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS**

Paragraph 10.01 Maintenance of Books and Records.

(a) The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members at the registered office of the Company. In addition, the Company shall maintain the following at its registered office:

- (i) A current list of the full name and last known address of each Member and Manager, separately identifying the Members in alphabetical order and the Managers in alphabetical order;
- (ii) A copy of the filed Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;
- (iii) Copies of the Company's federal, state and local income tax returns and reports and financial statements, if any, for the three (3) most recent years; and

(iv) Copies of this Operating Agreement and any amendments hereto.

(b) Each Member agrees that:

(i) The books and records of the Company contain confidential information relating to the Company and its affairs; and

(ii) Except for information otherwise required to be provided or made available to Members pursuant to this Agreement or the Act, the Managers may, to the maximum extent permitted by applicable law, keep confidential from the Members any information or disclosure which the Managers reasonably believe is adverse to the interests of the Company or to which the Company or the Managers are required by law, agreement or otherwise to keep confidential.

Records kept pursuant to this Paragraph 10.01 are subject to inspection and copying at the reasonable request, and at the expense, of any Member or Manager during ordinary business hours.

Paragraph 10.02 Tax Information. On or before the 120<sup>th</sup> day following the end of each calendar year during the term of the Company, the Managers shall deliver to each Member a Federal Income Tax Form K-1 for each Member.

Paragraph 10.03 Taxable Year and Accounting Method. The Company's taxable and fiscal years shall be the calendar year. The Company shall use an accounting method selected by the Managers consistent with applicable law.

Paragraph 10.04 Tax Elections. All elections required or permitted to be made by the Company under the Code shall be made by the Managers, provided, however:

(i) The Company shall elect to deduct expenses incurred in organizing the Company ratably over a 180-month period as provided in Section 709 of the Code;

(ii) In case of a Transfer of all or part of any Interest, or distribution of property of the Company, the Company shall elect upon request, in a timely manner pursuant to Section 754 of the Code and pursuant to corresponding provisions of applicable state and local tax laws, to adjust the basis of Company Assets pursuant to Sections 734 and 743 of the Code;

(iii) The Company shall elect to deduct start-up expenditures ratably over a 60-month period as provided in Section 195 of the Code;

(iv) The Company shall not elect to be excluded from the application of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code or corresponding provisions of state or local law; and

(v) Upon request, the Managers, on behalf of the Company, shall consent to the request of any Member to reduce the basis of Company Assets under Section 1017(b)(3)(C) of the Code and prepare and provide any forms or statements required in connection therewith. The consent of the Company described in the preceding sentence shall be provided in writing no later than thirty (30) days before the due date (including extensions) of the Member's return for the year the income to which the basis reduction relates is realized.

Paragraph 10.05 Bank Accounts. All funds of the Company are to be deposited in the Company's name in such bank accounts or investment accounts as may be designated by the Managers and shall only be withdrawn on the signature of those Persons as the Managers may authorize. The Company's funds may not be commingled with the funds of the Managers or any Member.

Paragraph 10.06 "Tax Matters Member". The "Tax Matters Member" within the meaning of the Code and the Regs shall be Ross. The Company shall pay all reasonable costs and expenses to third parties incurred by the Tax Matters Member in the course of performing his responsibilities. The Tax Matters Member shall keep each Member informed of all notices and proceedings involving all material tax matters.

Paragraph 10.07 Taxes of Taxing Jurisdictions. The Managers may, where permitted by the rules of any taxing jurisdiction, file a composite, combined, or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the taxing jurisdiction, in which case the Company shall inform the Members of the amount of such tax, interest and penalties so paid.

## **ARTICLE 11**

### **DISSOLUTION, LIQUIDATION AND TERMINATION**

Paragraph 11.01 Events of Dissolution. The Company shall be dissolved and shall commence winding up its affairs upon the first to occur of the following:

- (a) Upon the determination of the Managers or as otherwise provided for in this Agreement;
- (b) Any event which makes it unlawful or impossible to carry on the Company's business;
- (c) The sale, disposition or abandonment of all or substantially all of the Company Assets;
- (d) The entry of a decree of judicial dissolution under the Act; or
- (e) The failure of the Members to elect a Manager pursuant to Paragraph 6.04.



Paragraph 11.02 Winding Up. Upon the dissolution of the Company, the Managers shall wind up the Company's affairs and satisfy the Company's liabilities. The Managers shall liquidate all of the Company Assets as quickly as possible consistent with obtaining the full fair market value of said assets. During this period, the Managers shall continue to operate Company Assets and all of the provisions of this Operating Agreement shall remain in effect. The Managers shall notify all known creditors and claimants of the dissolution of the Company in accordance with the provisions of the Act.

Paragraph 11.03 Final Distribution. The proceeds from the liquidation of the Company Assets shall be distributed as follows:

- (a) First, to creditors, including Members and the Managers who are creditors, until all of the Company's debts and liabilities are paid and discharged (or provision is made for payment thereof); and
- (b) Second, to the Members in accordance with Paragraph 4.01.

For purposes of this Paragraph, the determination of the Members' Capital Account balances shall be made after adjustment to reflect the allocation of all Profits, Losses, credits and items thereof and distributions made to the Members pursuant to Article 4 hereof, in each case through the fiscal year of liquidation of the Company.

Paragraph 11.04 No Recourse Against Managers. The Members shall look solely to the Company Assets for the return of their investment, and if the property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, they shall have no recourse against the Managers, any Affiliate of the Managers, or any other Member.

Paragraph 11.05 Purchase by Member or Manager. A Manager, Member or an Affiliate of a Manager or Member may, if he so desires, purchase an item of property upon liquidation provided that: (a) the purchase price is at fair market value as determined by an independent appraiser selected by the Managers; and (b) at least 15 days' advance notice of the proposed sale has been given to all other Members.

Paragraph 11.06 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be a Company Asset and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's capital account to zero.

Paragraph 11.07 Certificate of Dissolution. On completion of the distribution of Company Assets as provided herein, the Company is terminated, and the Managers (or such other Person or Persons as the Act may require or permit) shall file a certificate of dissolution with the State of Michigan Department of Licensing and Regulatory Affairs, cancel any other filings made pursuant to Paragraph 2.01 and take such other actions as may be necessary to terminate the Company.

## **ARTICLE 12 GENERAL PROVISIONS**

Paragraph 12.01 Entire Agreement. This Operating Agreement embodies the entire understanding among the Members and Managers concerning the Company and their relationship as Members and supersedes any and all prior negotiations, understandings or agreements.

Paragraph 12.02 Notices. Any notice demand, consent, election, offer, approval, request, or other communication (collectively a "Notice") required or permitted under this Operating Agreement must be in writing, delivered personally, by email, by facsimile or by Federal Express or any similar overnight carrier, or sent by certified or registered mail, postage prepaid, return receipt requested. Any Notice to be given hereunder by the Company shall be given by the Managers. A Notice must be addressed to a Member at the Member's last known address on the records of the Company. A Notice to the Company must be addressed to the Managers at the Company's principal office. A Notice delivered personally or by overnight delivery service will be deemed given only when acknowledged in writing by the Person or an agent of the Person to whom it is delivered. A Notice that is sent by mail will be deemed to be given three (3) business days after it is mailed. Any party may designate by Notice to all of the others in accordance with this Paragraph 12.02 substitute addresses or addressees for Notices. Thereafter, Notices shall be directed to those substitute addresses or addressees and the records of the Company, including Exhibit "A" to this Operating Agreement, shall be revised accordingly.

Paragraph 12.03 Severability. If any provision of this Operating Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Operating Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected.

Paragraph 12.04 Parties Bound. This Operating Agreement shall be binding upon the Members, the Managers and their respective successors, assigns, heirs, devisees, legal representatives, executors and administrators.

Paragraph 12.05 Applicable Law. The laws of the State of Michigan shall govern this Operating Agreement. To the extent permitted by applicable law, the provisions of this Operating Agreement shall override the provisions of the Act to the extent of any inconsistency or contradiction between them.

Paragraph 12.06 Partition. Each Member irrevocably waives any right that it may have to maintain any action for partition with respect to Company Assets.

Paragraph 12.07 Strict Construction. It is the intent of the Members upon execution hereof that this Operating Agreement shall be deemed to have been prepared by all of the parties to the end that no Member shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

Paragraph 12.08 Headings. The headings in this Operating Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision.

Paragraph 12.09 Counterparts. This Operating Agreement may be executed in multiple counterparts with separate pages, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.

Paragraph 12.10 Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

Paragraph 12.11 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

Paragraph 12.12 Further Assurances. Each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Operating Agreement and the transactions contemplated herein.

Paragraph 12.13 Indemnification for Breach. To the fullest extent permitted by law, each Member shall indemnify the Company, Managers and each other Member and hold all of them harmless from and against all losses, costs, liabilities, damages and expenses (including, without limitation, costs of suit and attorneys' fees) they may incur on account of any material breach by that Member of this Operating Agreement.

Paragraph 12.14 Specific Performance. The parties recognize that irreparable injury will result from a breach of any provision of this Operating Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more provisions of this Operating Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

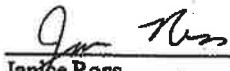

Paragraph 12.15 Disclosure and Waiver of Conflict. The Members acknowledge and agree that the law firm of Jackier Gould has represented and will continue to represent Ross. Notwithstanding the foregoing, Jackier Gould has been requested to prepare this Operating Agreement. The Members understand and acknowledge that the interest of each Member in connection with and arising under this Agreement may conflict with or be adverse to the financial and other interests of the others and that such potentially adverse interests of the Members places Jackier Gould in a conflict of interest in connection with the drafting of this

Agreement. Each Member has independently determined that the terms and conditions of this Agreement are fair and reasonable. Each Member hereby waives any and all resulting conflicts of interest. The Members hereby acknowledge that they have been advised to retain independent counsel to review the terms and conditions of this Agreement and hereby consent to the continued representation by Jackier Gould of Ross in connection with this Agreement and any matters arising under this Agreement.

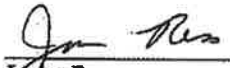

Paragraph 12.16 Waiver of Jury Trial. Each party hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby. Each Party (a) certifies that no Representative, agent, or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver; and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Paragraph 12.16.

Following the adoption of this Operating Agreement, the Managers and the Members have executed this Operating Agreement as of the date first set forth above.

**MANAGERS:**

  
\_\_\_\_\_  
Janice Ross  
  
\_\_\_\_\_  
Elizabeth Fields

**MEMBERS:**

  
\_\_\_\_\_  
Janice Ross  
  
\_\_\_\_\_  
Elizabeth Fields

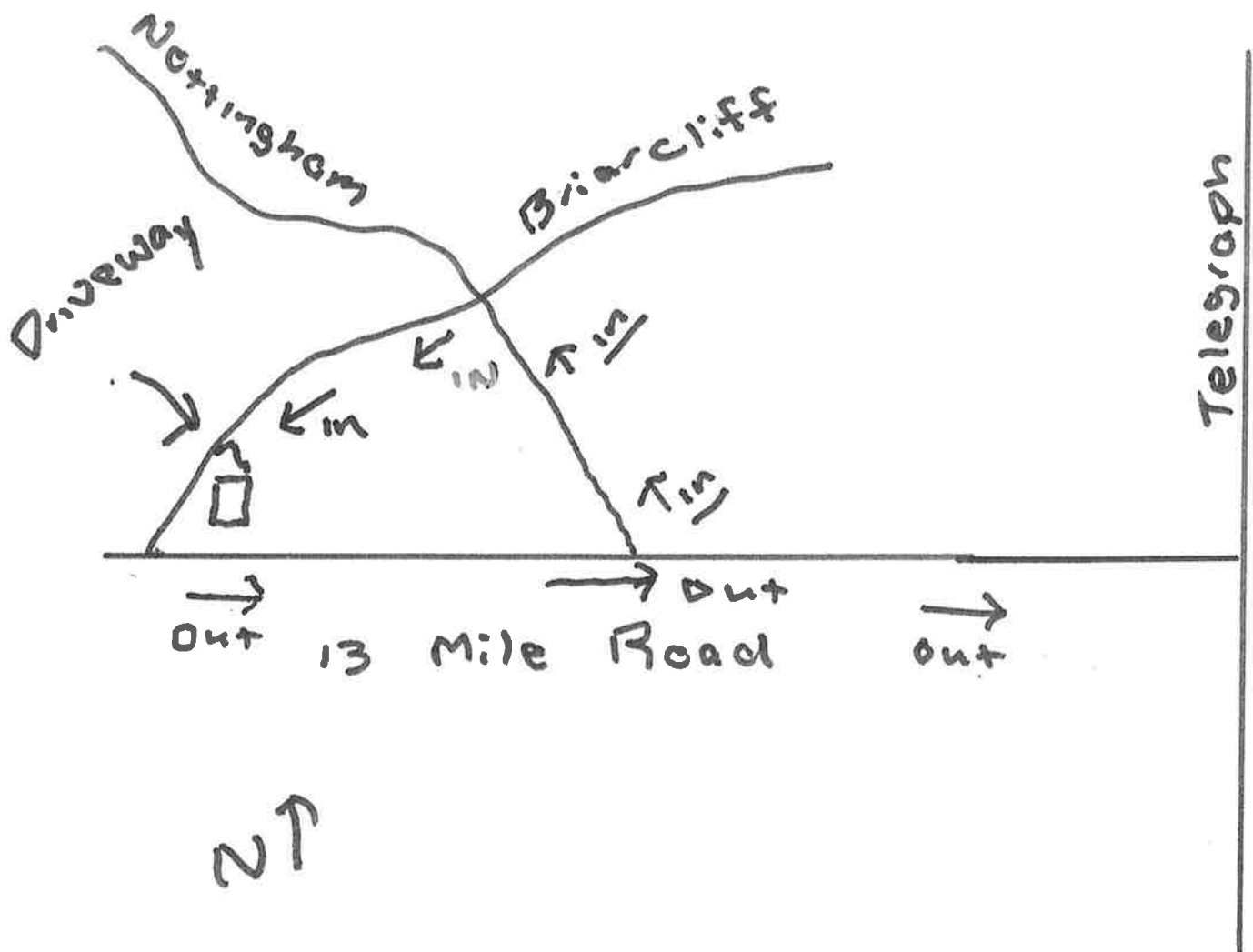
**EXHIBIT "A"**

| <u>Name of Each Member</u> | <u>Capital Contribution</u> | <u>Sharing Ratio</u> |
|----------------------------|-----------------------------|----------------------|
| Janice Ross                | \$2,500                     | 50%                  |
| Elizabeth Fields           | \$2,500                     | 50%                  |

To whom it may concern:

Re: Trucking route for 31050 Briarcliff Franklin, MI

It is our intention to bring empty trucks in off 13 Mile Road onto Nottingham, back into the drive at 31050 Briarcliff and bring loaded trucks out of 31050 Briarcliff headed south on Briarcliff to turn left on 13 Mile to head to Telegraph. See drawing below.



J and J Excavating

248 320 9088

To: Totten Homes

Re: 31050 Briarcliff, franklin

Equipment to be used for Demo

Semi-truck with low boy for equipment mobilization

Volvo220 excavator and Takeuchi TL12 skidloader Triaxle dump for hauling debris Also Tandem tractors w/ quad axle semi dumps for hauling debris.

Thank you

Jim Selling

J and J Excavating

Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Licensing & Compliance Division  
P.O. Box 30254  
Lansing, MI 48909

ANDREW RACE  
2428 BENJAMIN AVE  
ROYAL OAK, MI 480733713

|   |                                |
|---|--------------------------------|
| Michigan Department of Licensing and Regulatory Affairs<br>Bureau of Construction Codes<br>Individual Builder License |                                |
| ANDREW RACE<br>2428 BENJAMIN AVE<br>ROYAL OAK, MI 480733713   |                                |
| License No:<br>2101135062   | Expiration Date:<br>05/31/2023 |

GRETCHEN WHITMER  
Governor

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

P339283

ANDREW RACE  
2428 BENJAMIN AVE  
ROYAL OAK, MI 480733713

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

**License No.**  
**2101135062**

**Expiration Date:**  
**05/31/2023**

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



To Whom It May Concern:

I, Janice Ross along with Elizabeth Fields, am the owner of E&J Homes 2 LLC , which is the sole owner of 31050 Briarcliff , Franklin, MI 48025. There are no lien holders on the property.

Sincerely,

Janice Ross

A handwritten signature in blue ink that reads "Jan Ross". The signature is written in a cursive style, with the first name "Jan" and the last name "Ross" clearly legible.

---

## WARRANTY DEED

File No.: **160588**

Drafted by:

**Sandra C. Phillips, 31050 Briarcliff Rd., Franklin, Michigan 48025**

When recorded return to:

**E & J Homes 2, LLC, a Michigan limited liability company, 25934 Hersheyvale Drive, Franklin, Michigan 48025**

THE GRANTOR, **Sandra C. Phillips, survivor of William L. Phillips, her deceased spouse whose death certificate is recorded in Liber \_\_\_\_\_page \_\_\_\_\_, Oakland County Records.**

whose address is: **31050 Briarcliff Rd., Franklin, Michigan 48025**

conveys and Warrants to **E & J Homes 2, LLC, a Michigan limited liability company**

whose address is: **25934 Hersheyvale Drive, Franklin, Michigan 48025**

the following described premises situated in the **Village of Franklin, County of Oakland, and State of Michigan,** and particularly described as follows:

**Lot 38, Franklin Villas Subdivision, according to the plat thereof as recorded in Liber 40 of Plats, Page(s) 1, Oakland County Records.**

Tax Parcel No.: **24-05-352-002**

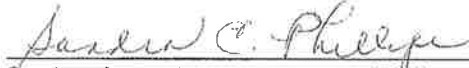
Commonly known as: **31050 Briarcliff Rd., Franklin, MI 48025**

for the sum of **(\$620,000.00)**

Subject to easements, reservations and restrictions of record.

Dated: **June 30, 2021**

Signed and Sealed:



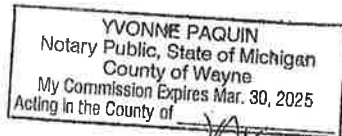
**Sandra C. Phillips, survivor of William L. Phillips, her deceased spouse whose death certificate is recorded in Liber \_\_\_\_\_ page \_\_\_\_\_, Oakland County Records.**

STATE OF **Michigan**

COUNTY OF **Oakland**

}  
}  
} ss  
}

On this **June 30, 2021**, before me personally appeared **Sandra C. Phillips, survivor of William L. Phillips, her deceased spouse whose death certificate is recorded in Liber \_\_\_\_\_ page \_\_\_\_\_, Oakland County Records.** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.



Notary Public: 

Printed Name: \_\_\_\_\_

**Oakland County, Michigan**

My Commission Expires: \_\_\_\_\_



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

24422 Ryan Road  
Warren, Michigan  
48091

Tel: (586) 755-9030  
Fax: (586) 755-9068

## **LIMITED ASBESTOS NESHAP SURVEY REPORT**

### **BUILDING LOCATION**

**Vacant Single-Family Residence**  
31050 Briarcliff Road  
Franklin, Michigan 48025

### **INSPECTION DATE**

July 20, 2021

### **CLIENT**

**Thomas Sebold & Associated**  
35990 Woodward Avenue  
Bloomfield Hills, Michigan 48304

### **BDS PROJECT NUMBER**

21-586

**BUILDING DECOMMISSION SERVICES, LLC**



## **INTRODUCTION**

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Thomas Sebold & Associates has retained BDS Environmental to conduct an asbestos inspection of a vacant residence located at 31050 Briarcliff Road, Franklin, Oakland County, Michigan. The objective of the survey was to confirm the presence or absence of non-friable and friable asbestos-containing materials present in the building. BDS's scope of work was based on the requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP) as they relate to asbestos-containing materials present in building structures that are to be renovated or demolished. This inspection is "limited" in scope because it was not practical to penetrate all floors, walls and ceiling surfaces in order to identify potential ACM. However, reasonable efforts were made to try to identify all currently inaccessible ACM within the building.

This is a 2,588 square foot, two-story house built on a concrete slab, heated with a mixture of forced air and radiant heating with an original build year of 1941.

## **METHODOLOGY**

---

BDS's Asbestos Inspector Brian P. Christie (MDLEO Accreditation No. A38967) performed the inspection on July 20, 2021. BDS's Inspector collected thirty-three (33) bulk samples during the inspection. The inspection was performed in a manner to attempt to identify all suspect asbestos materials, i.e. "Hammer in Hand". However, potential suspect materials within or above hard plaster or cinder block walls, partitions, and ceilings may not have been identified due to the lack of access to those potential suspect materials.

BDS's inspector began by identifying building materials, which possibly contain asbestos. These materials can be floor tiles, mastic, wallboard, ceiling tiles, thermal system insulation, et cetera. Once these were located, homogeneous sampling areas were delineated and the suspect materials were sampled and analyzed from representative areas.

A homogeneous area is a material that is similar in color, texture, construction, or general appearance. Bulk samples of suspected asbestos-containing building materials were collected using the recommended procedures outlined in the EPA guidance publication Simplified Sampling Scheme for Friable Surfacing Materials (EPA 560/5-85-030a-Oct. 1985). The methods described in the publication were adapted to include the sampling of thermal system insulations. Samples were collected utilizing plastic containers which were sealed air tight and labeled with a unique sample number. Chain of custody forms were then completed and priority mailed along with the samples to the laboratory for analysis.

Collected bulk samples were analyzed by SanAir Technologies Laboratory, Inc. using Polarized Light Microscopy (PLM) technique according to EPA Method 600/R-93/116. This method requires that each heterogeneous layer of a bulk sample be analyzed for the presence of asbestos. Analysis of floor tiles and other resin bound materials by PLM may yield false negative results because of method limitations in separating closely bound fibers and in detecting fibers of short length and smaller diameter. When analysis of such materials by PLM yields negative results for the presence of asbestos, BDS may recommend utilizing confirmatory methods of identification, i.e. point counting.

## **SAMPLE COLLECTION AND IDENTIFICATION**

A total of thirty-three (33) bulk samples of suspected asbestos-containing materials were collected from selected locations identified throughout the site. The bulk samples were further delineated into forty (40) distinct layers which were all analyzed for asbestos content. The approximate sample location, material type, and asbestos content for each sample are listed on the following page.



### BULK SAMPLE DATA

| SAMPLE NUMBER | HOMOGENEOUS AREA               | SAMPLE LOCATION | ASBESTOS CONTENT      |
|---------------|--------------------------------|-----------------|-----------------------|
| 1-01          | Drywall Joint Compound         | FS 5            | NAD                   |
| 1-02          | Drywall Joint Compound         | FS 13           | NAD                   |
| 1-03          | Drywall Joint Compound         | FS 12           | NAD                   |
| 1-04          | Drywall Joint Compound         | FS 16           | NAD                   |
| 1-05          | Drywall Joint Compound         | FS 15           | NAD                   |
| 2-01          | Plaster / Skim Coat            | FS 4            | NAD / NAD             |
| 2-02          | Plaster / Skim Coat            | FS 6            | NAD / NAD             |
| 2-03          | Plaster / Skim Coat            | FS 8            | NAD / NAD             |
| 2-04          | Plaster                        | FS 15           | NAD                   |
| 2-05          | Plaster                        | FS 14           | NAD                   |
| 3-01          | Ceiling Texture                | FS 13           | NAD                   |
| 3-02          | Ceiling Texture                | FS 13           | NAD                   |
| 3-03          | Ceiling Texture                | FS 13           | NAD                   |
| 4-01          | <b>Incinerator Heat Shield</b> | <b>FS 14</b>    | <b>70% Chrysotile</b> |
| 4-02          | <b>Incinerator Heat Shield</b> | <b>FS 14</b>    | <b>DNA</b>            |
| 4-03          | <b>Incinerator Heat Shield</b> | <b>FS 14</b>    | <b>DNA</b>            |
| 5-01          | Pipe Penetration Sealant       | FS 14           | NAD                   |
| 5-02          | Pipe Penetration Sealant       | FS 15           | NAD                   |
| 6-01          | Suspended Ceiling Tile         | FS 16           | NAD                   |
| 6-02          | Suspended Ceiling Tile         | FS 16           | NAD                   |
| 7-01          | Ceramic Tile Grout / Mortar    | FS 16           | NAD / NAD             |
| 7-02          | Ceramic Tile Grout / Mortar    | FS 5            | NAD / NAD             |
| 8-01          | Corrugated Paper               | FS 7            | NAD                   |
| 8-02          | Corrugated Paper               | FS 18           | NAD                   |
| 9-01          | Flashing                       | Roof            | NAD                   |
| 9-02          | Flashing                       | Roof            | NAD                   |
| 10-01         | Exterior Seam Sealant          | EA 14           | NAD                   |
| 10-02         | Exterior Seam Sealant          | EA 5            | NAD                   |
| 10-03         | Exterior Seam Sealant          | EA 10           | NAD                   |
| 11-01         | Roofing Shingle / Tar Paper    | Roof            | NAD / NAD             |
| 11-02         | Roofing Shingle / Tar Paper    | Roof            | NAD / NAD             |
| 12-01         | Vapor Paper                    | FS 7            | NAD                   |
| 12-02         | Vapor Paper                    | FS 9            | NAD                   |

NAD = No Asbestos Detected

DNA = Did Not Analyze

## INTERPRETATION OF SURVEY RESULTS

The Environmental Protection Agency defines an asbestos-containing material (ACM) as any material containing more than one percent asbestos as determined using Polarized Light Microscopy. Asbestos materials are further defined as Friable ACM, Category I Nonfriable ACM, and Category II Nonfriable ACM. All friable ACM must be removed prior to building renovation/demolition and any Category I or II nonfriable ACM must be removed prior to building renovation/demolition if these materials have a high probability of becoming friable during the renovation/demolition process.

The visual inspection of the interior and exterior of the building indicated that twelve (12) building materials, known as homogeneous areas, were determined to be Presumed Asbestos Containing Materials (PACM) and therefore were sampled to determine definitively whether the materials were asbestos or non-asbestos. The subsequent sample analysis, as listed in the previous **Bulk Sample Data** tables, indicated that eleven (11) of those building materials were proven to be non-asbestos and one (1) was proven to be asbestos-containing. The materials listed in bold print on the following table are considered to be asbestos-containing building materials (ACBM).

### HOMOGENEOUS AREA DATA

| Homogeneous Area Number | Homogeneous Area Description   | Asbestos-Containing? |
|-------------------------|--------------------------------|----------------------|
| HA #1                   | Drywall Joint Compound         | NO                   |
| HA #2                   | Plaster / Skim Coat            | NO / NO              |
| HA #3                   | Ceiling Texture                | NO                   |
| <b>HA #4</b>            | <b>Incinerator Heat Shield</b> | <b>YES</b>           |
| HA #5                   | Pipe Penetration Sealant       | NO                   |
| HA #6                   | Ceramic Tile Grout / Mortar    | NO / NO              |
| HA #7                   | Suspended Ceiling Tile         | NO                   |
| HA #8                   | Corrugated Paper               | NO                   |
| HA #9                   | Flashing                       | NO                   |
| HA #10                  | Exterior Seam Sealant          | NO                   |
| HA #11                  | Roofing Shingle / Tar Paper    | NO / NO              |
| HA #12                  | Vapor Paper                    | NO                   |

## CONCLUSION

The locations, type of asbestos materials and approximate quantities present in the building is listed in the table below.

| LOCATION     | TYPE OF MATERIAL        | QUANTITY | REQUIRED ASBESTOS RESPONSE ACTION   |
|--------------|-------------------------|----------|---|
| Furnace Room | Incinerator Heat Shield | 9 SF     | Friable ACM incinerator heat shield must be removed prior to the demolition of the structure. |

SF = Square Feet

All asbestos-containing response activities must be conducted in accordance to the requirements of the OSHA Class I Asbestos work requirements found in 29 CFR 1926.1101 prior to renovation or demolition activities.

It is the opinion of BDS Environmental that the liability of the building owner and renovation/demolition contractor is much lower if the asbestos-containing materials, excluding bituminous roofing, are removed prior to renovation/demolition activities.

The information and opinions rendered in this report are exclusively for use by St. John's Episcopal Church and it's agents. BDS will not distribute this report without your consent except as required by law or court order. The information and opinions are given in light of a limited assignment and should be implemented in light of that assignment. BDS accepts responsibility for the competent performance of its duties in execution of the assignment and preparing reports in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages.

It has been a pleasure to be of service to you. If you have any questions, or require additional information, please contact us at (586) 755-9030.

Thank You,

**BDS ENVIRONMENTAL**



Brian P. Christie  
MI Asbestos Inspector A#38967

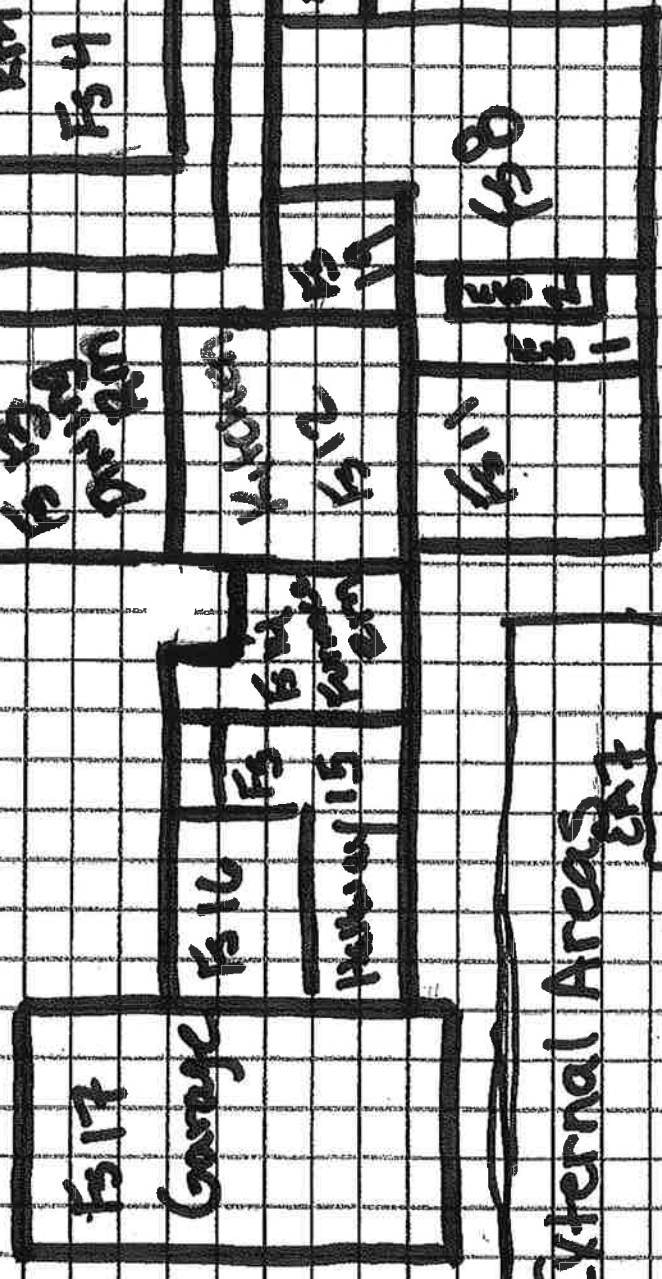


Ron Lawler  
Sales Manager

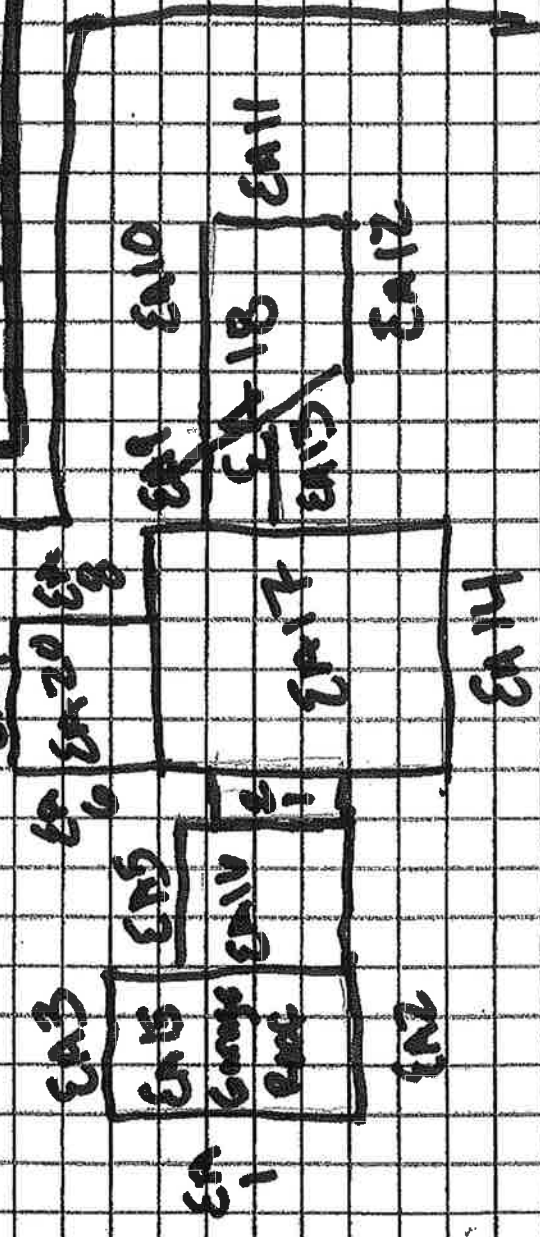
## **SIMPLE FLOOR PLAN WITH FUNCTIONAL SPACES**

21000 BRIARCLIFF RD, FRANKLIN MA

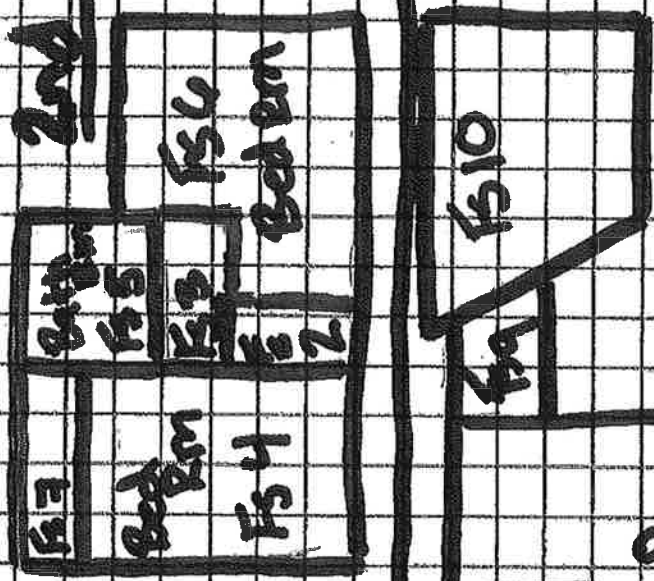
# 1st Floor



# External Areas



# 2nd Floor



## **CERTIFICATE OF LABORATORY ANALYSIS**





**The Identification Specialists**

Analysis Report  
prepared for  
BDS Environmental

**Report Date: 7/22/2021**

**Project Name: 31050 Briarcliff Rd, Franklin**

**Project #: 21-586**

**SanAir ID#: 21036660**



**NVLAP LAB CODE 260870-0**

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061  
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)



SanAir ID Number

21036660

FINAL REPORT

7/22/2021 12:46:24 PM

**Name:** BDS Environmental  
**Address:** 24422 Ryan Road  
Warren, MI 48091  
**Phone:** 586-755-9030

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff Rd, Franklin  
**Collected Date:** 7/20/2021  
**Received Date:** 7/21/2021 9:40:00 AM

Dear Brian Christie,

We at SanAir would like to thank you for the work you recently submitted. The 33 sample(s) were received on Wednesday, July 21, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 1-01, 1-02, 1-03, 1-04, 1-05, 2-01, 2-02, 2-03, 2-04, 2-05, 3-01, 3-02, 3-03, 4-01, 4-02, 4-03, 5-01, 5-02, 6-01, 6-02, 7-01, 7-02, 8-01, 8-02, 9-01, 9-02, 10-01, 10-02, 10-03, 11-01, 11-02, 12-01, 12-02.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

**Final Report Includes:**

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

**Sample conditions:**

- 33 samples in Good condition.



SanAir ID Number

21036660

FINAL REPORT

7/22/2021 12:46:24 PM

**Name:** BDS Environmental  
**Address:** 24422 Ryan Road  
Warren, MI 48091  
**Phone:** 586-755-9030

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff Rd, Franklin  
**Collected Date:** 7/20/2021  
**Received Date:** 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

**Asbestos Bulk PLM EPA 600/R-93/116**

| SanAir ID / Description                            | Stereoscopic                        | Components |               | Asbestos Fibers |
|--|-------------------------------------|------------|---------------|-----------------|
|  | Appearance                          | % Fibrous  | % Non-fibrous |                 |
| 1-01 / 21036660-001<br>Drywall Joint Compound FS5  | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 1-02 / 21036660-002<br>Drywall Joint Compound FS13 | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 1-03 / 21036660-003<br>Drywall Joint Compound FS12 | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 1-04 / 21036660-004<br>Drywall Joint Compound FS16 | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 1-05 / 21036660-005<br>Drywall Joint Compound FS15 | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 2-01 / 21036660-006<br>Plaster FS4, Plaster        | Grey<br>Non-Fibrous<br>Homogeneous  |            | 100% Other    | None Detected   |
| 2-01 / 21036660-006<br>Plaster FS4, Skim Coat      | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 2-02 / 21036660-007<br>Plaster FS6, Plaster        | Grey<br>Non-Fibrous<br>Homogeneous  |            | 100% Other    | None Detected   |
| 2-02 / 21036660-007<br>Plaster FS6, Skim Coat      | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 2-03 / 21036660-008<br>Plaster FS8, Plaster        | Grey<br>Non-Fibrous<br>Homogeneous  |            | 100% Other    | None Detected   |

Analyst:

Approved Signatory:

Analysis Date: 7/22/2021

Date: 7/22/2021



SanAir ID Number

21036660

FINAL REPORT

7/22/2021 12:46:24 PM

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Project Number: 21-586  
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Collected Date: 7/20/2021  
Received Date: 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

**Asbestos Bulk PLM EPA 600/R-93/116**

| SanAir ID / Description                              | Stereoscopic                        | Components |               | Asbestos Fibers |
|--|-------------------------------------|------------|---------------|-----------------|
|  | Appearance                          | % Fibrous  | % Non-fibrous |                 |
| 2-03 / 21036660-008<br>Plaster FS8, Skim Coat        | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 2-04 / 21036660-009<br>Plaster FS15                  | Grey<br>Non-Fibrous<br>Homogeneous  |            | 100% Other    | None Detected   |
| 2-05 / 21036660-010<br>Plaster FS14                  | Grey<br>Non-Fibrous<br>Homogeneous  |            | 100% Other    | None Detected   |
| 3-01 / 21036660-011<br>Ceiling Texture FS13          | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 3-02 / 21036660-012<br>Ceiling Texture FS13          | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 3-03 / 21036660-013<br>Ceiling Texture FS13          | White<br>Non-Fibrous<br>Homogeneous |            | 100% Other    | None Detected   |
| 4-01 / 21036660-014<br>Incinerator Heat Shield FS14  | Grey<br>Fibrous<br>Homogeneous      |            | 30% Other     | 70% Chrysotile  |
| 4-02 / 21036660-015<br>Incinerator Heat Shield FS14  |                                     |            |               | Not Analyzed    |
| 4-03 / 21036660-016<br>Incinerator Heat Shield FS14  |                                     |            |               | Not Analyzed    |
| 5-01 / 21036660-017<br>Pipe Penetration Sealant FS14 | Grey<br>Non-Fibrous<br>Homogeneous  |            | 100% Other    | None Detected   |

Analyst:

Approved Signatory:

Analysis Date: 7/22/2021

Date: 7/22/2021





**Name:** BDS Environmental  
**Address:** 24422 Ryan Road  
Warren, MI 48091  
**Phone:** 586-755-9030

SanAir ID Number  
**21036660**  
FINAL REPORT  
7/22/2021 12:46:24 PM

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff Rd, Franklin  
**Collected Date:** 7/20/2021  
**Received Date:** 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

### Asbestos Bulk PLM EPA 600/R-93/116

| SanAir ID / Description  | Stereoscopic                        | Components                 |               | Asbestos Fibers |
|--|-------------------------------------|----------------------------|---------------|-----------------|
|  | Appearance                          | % Fibrous                  | % Non-fibrous |                 |
| 5-02 / 21036660-018<br>Pipe Penetration Sealant FS15             | Grey<br>Non-Fibrous<br>Homogeneous  |                            | 100% Other    | None Detected   |
| 6-01 / 21036660-019<br>Suspended Ceiling Tile FS16               | White<br>Fibrous<br>Homogeneous     | 50% Glass<br>40% Min. Wool | 10% Other     | None Detected   |
| 6-02 / 21036660-020<br>Suspended Ceiling Tile FS16               | White<br>Fibrous<br>Homogeneous     | 50% Glass<br>40% Min. Wool | 10% Other     | None Detected   |
| 7-01 / 21036660-021<br>Ceramic Tile Grout/Mortar FS16,<br>Grout  | Red<br>Non-Fibrous<br>Homogeneous   |                            | 100% Other    | None Detected   |
| 7-01 / 21036660-021<br>Ceramic Tile Grout/Mortar FS16,<br>Mortar | Grey<br>Non-Fibrous<br>Homogeneous  |                            | 100% Other    | None Detected   |
| 7-02 / 21036660-022<br>Ceramic Tile Grout/Mortar FS5,<br>Grout   | Grey<br>Non-Fibrous<br>Homogeneous  |                            | 100% Other    | None Detected   |
| 7-02 / 21036660-022<br>Ceramic Tile Grout/Mortar FS5,<br>Mortar  | Grey<br>Non-Fibrous<br>Homogeneous  |                            | 100% Other    | None Detected   |
| 8-01 / 21036660-023<br>Corrugated Paper FS7                      | Various<br>Fibrous<br>Homogeneous   | 95% Cellulose              | 5% Other      | None Detected   |
| 8-02 / 21036660-024<br>Corrugated Paper FS18                     | Various<br>Fibrous<br>Homogeneous   | 95% Cellulose              | 5% Other      | None Detected   |
| 9-01 / 21036660-025<br>Flashing Roof                             | Black<br>Non-Fibrous<br>Homogeneous |                            | 100% Other    | None Detected   |

Analyst:

Approved Signatory:

Analysis Date: 7/22/2021

Date: 7/22/2021



SanAir ID Number

21036660

FINAL REPORT

7/22/2021 12:46:24 PM

Name: BDS Environmental  
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Received Date: 7/21/2021 9:40:00 AM

Analyst: Pisula, Nicholas

**Asbestos Bulk PLM EPA 600/R-93/116**

| SanAir ID / Description                                 | Stereoscopic                          | Components    |               | Asbestos Fibers |
|---|---------------------------------------|---------------|---------------|-----------------|
|   | Appearance                            | % Fibrous     | % Non-fibrous |                 |
| 9-02 / 21036660-026<br>Flashing Roof                    | Black<br>Non-Fibrous<br>Homogeneous   |               | 100% Other    | None Detected   |
| 10-01 / 21036660-027<br>Exterior Seam Sealant EA14      | Grey<br>Non-Fibrous<br>Homogeneous    |               | 100% Other    | None Detected   |
| 10-02 / 21036660-028<br>Exterior Seam Sealant EA5       | Grey<br>Non-Fibrous<br>Homogeneous    |               | 100% Other    | None Detected   |
| 10-03 / 21036660-029<br>Exterior Seam Sealant EA10      | Grey<br>Non-Fibrous<br>Homogeneous    |               | 100% Other    | None Detected   |
| 11-01 / 21036660-030<br>Roofing Shingle Roof, Shingle   | Black<br>Non-Fibrous<br>Heterogeneous |               | 100% Other    | None Detected   |
| 11-01 / 21036660-030<br>Roofing Shingle Roof, Tar Paper | Black<br>Non-Fibrous<br>Homogeneous   | 10% Glass     | 90% Other     | None Detected   |
| 11-02 / 21036660-031<br>Roofing Shingle Roof, Shingle   | Black<br>Non-Fibrous<br>Heterogeneous |               | 100% Other    | None Detected   |
| 11-02 / 21036660-031<br>Roofing Shingle Roof, Tar Paper | Black<br>Non-Fibrous<br>Homogeneous   | 10% Glass     | 90% Other     | None Detected   |
| 12-01 / 21036660-032<br>Vapor Paper FS7                 | Black<br>Fibrous<br>Homogeneous       | 95% Cellulose | 5% Other      | None Detected   |
| 12-02 / 21036660-033<br>Vapor Paper FS9                 | Black<br>Fibrous<br>Homogeneous       | 95% Cellulose | 5% Other      | None Detected   |

Analyst:

Approved Signatory:

Analysis Date: 7/22/2021

Date: 7/22/2021



## **Disclaimer**

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

### **NYELAP Disclaimer:**

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

### **Asbestos Certifications**

NVLAP lab code 200870-0

City of Philadelphia: ALL-460

PA Department of Environmental Protection Number: 68-05397

California License Number: 2915

Colorado License Number: AL-23143

Connecticut License Number: PH-0105

Massachusetts License Number: AA000222

Maine License Number: LB-0075, LA-0084

New York ELAP lab ID: 11983

Rhode Island License Number: PCM00126, PLM00126, TEM00126

Texas Department of State Health Services License Number: 300440

Commonwealth of Virginia 3333000323

Washington State License Number: C989

West Virginia License Number: LT000616

Vermont License: AL166318

Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020



1551 Oakbridge Dr. STE B  
Powhatan, VA 23139  
804.897.1177 / 888.895.1177  
Fax 804.897.0070  
sanair.com

Asbestos  
Chain of Custody  
Form 140, Rev 1, 1/20/2017

SanAir ID Number

21036660

|                      |                   |                 |                                |             |                                 |
|----------------------|-------------------|-----------------|--------------------------------|-------------|---------------------------------|
| Company:             | BDS Environmental | Project #:      | 21-586                         | Collect by: | B. Christie                     |
| Address:             | 24422 Ryan Rd.    | Project Name:   | 31050 Briarcliff Rd., Franklin | Phone #:    | 586-755-9030                    |
| City, St., Zip:      | Warren, MI 48901  | Date Collected: | 7/20/2021                      | Fax #:      | 586-755-9060                    |
| State of Collection: | MI                | P.O. Number:    | TSA                            | Email:      | estimating@bdsenvironmental.com |

| Bulk  |  | Air                  |  | Soil                          |   |
|-------|--|----------------------|--|-------------------------------|---|
| ABB   | PLM EPA 600/R-93/116 <input checked="" type="checkbox"/> | ABA                  | PCM NIOSH 7400 <input type="checkbox"/>        | ABSE                          | PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/> |
|       | Positive Stop <input checked="" type="checkbox"/>        | ABA-2                | OSHA w/ TWA* <input type="checkbox"/>          | <b>Vermiculite &amp; Soil</b> |   |
| ABEPA | PLM EPA 400 Point Count <input type="checkbox"/>         | ABTEM                | TEM AHERA <input type="checkbox"/>             | ABSP                          | PLM CARB 435 (LOD 1%) <input type="checkbox"/>        |
| ABB1K | PLM EPA 1000 Point Count <input type="checkbox"/>        | ABATN                | TEM NIOSH 7402 <input type="checkbox"/>        | ABSP1                         | PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>     |
| ABBEN | PLM EPA NOB** <input type="checkbox"/>                   | ABT2                 | TEM Level II <input type="checkbox"/>          | ABSP2                         | PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>      |
| ABBCH | TEM Chatfield** <input type="checkbox"/>                 | Other:               | <input type="checkbox"/>                       | <b>Dust</b>                   |   |
| ABBTM | TEM EPA NOB** <input type="checkbox"/>                   | <b>New York ELAP</b> |  | ABWA                          | TEM Wipe ASTM D-6480 <input type="checkbox"/>         |
| ABQ   | PLM Qualitative <input type="checkbox"/>                 | PLM NY               | PLM EPA 600/M4-82-020 <input type="checkbox"/> | ABDMV                         | TEM Microvac ASTM D-5755 <input type="checkbox"/>     |
|       |  | ABEPA2               | NY ELAP 198.1 <input type="checkbox"/>         | <b>Matrix</b>                 |   |
|       |  | ABENY                | NY ELAP 198.6 PLM NOB <input type="checkbox"/> | <b>Other</b>                  |   |
|       |  | ABBNY                | NY ELAP 198.4 TEM NOB <input type="checkbox"/> |                               |   |

\*\* Available on 24-hr. to 5-day TAT

|              |                                    |
|--------------|------------------------------------|
| <b>Water</b> |                                    |
| ABHE         | EPA 100.2 <input type="checkbox"/> |

|                   |  |   |                                 |   |
|-------------------|--|---|---------------------------------|---|
| Turn Around Times | 3 HR (4 HR TEM) <input type="checkbox"/> | 6 HR (8HR TEM) <input type="checkbox"/> | 12 HR <input type="checkbox"/>  | 24 HR <input checked="" type="checkbox"/> |
|                   | <input type="checkbox"/> 2 Days          | <input type="checkbox"/> 3 Days         | <input type="checkbox"/> 4 Days | <input type="checkbox"/> 5 Days           |

**Special Instructions**

| Sample # | Sample Identification/Location | Volume or Area | Sample Date | Flow Rate* | Start - Stop Time* |
|----------|--------------------------------|----------------|-------------|------------|--------------------|
|          | See Attached                   |                |             |            |                    |
|          |                                |                |             |            |                    |
|          |                                |                |             |            |                    |
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|          |                                |                |             |            |                    |
|          |                                |                |             |            |                    |

|                    |         |      |                    |         |        |
|--------------------|---------|------|--------------------|---------|--------|
| Relinquished by    | Date    | Time | Received by        | Date    | Time   |
| <i>[Signature]</i> | 7/20/21 |      | <i>[Signature]</i> | 7.21.21 | 9:40am |

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

21036460

| SAMPLE NUMBER | HOMOGENEOUS AREA            | SAMPLE LOCATION | ASBESTOS CONTENT |
|---------------|-----------------------------|-----------------|------------------|
| 1-01          | Drywall Joint Compound      | FS 5            |                  |
| 1-02          | Drywall Joint Compound      | FS 13           |                  |
| 1-03          | Drywall Joint Compound      | FS 12           |                  |
| 1-04          | Drywall Joint Compound      | FS 16           |                  |
| 1-05          | Drywall Joint Compound      | FS 15           |                  |
| 2-01          | Plaster                     | FS 4            |                  |
| 2-02          | Plaster                     | FS 6            |                  |
| 2-03          | Plaster                     | FS 8            |                  |
| 2-04          | Plaster                     | FS 15           |                  |
| 2-05          | Plaster                     | FS 14           |                  |
| 3-01          | Ceilingt Texture            | FS 13           |                  |
| 3-02          | Ceilingt Texture            | FS 13           |                  |
| 3-03          | Ceilingt Texture            | FS 13           |                  |
| 4-01          | Incinerator Heat Shield     | FS 14           |                  |
| 4-02          | Incinerator Heat Shield     | FS 14           |                  |
| 4-03          | Incinerator Heat Shield     | FS 14           |                  |
| 5-01          | Pipe Penetration Sealant    | FS 14           |                  |
| 5-02          | Pipe Penetration Sealant    | FS 15           |                  |
| 6-01          | Suspended Ceiling Tile      | FS 16           |                  |
| 6-02          | Suspended Ceiling Tile      | FS 16           |                  |
| 7-01          | Ceramic Tile Grout / Mortar | FS 16           |                  |
| 7-02          | Ceramic Tile Grout / Mortar | FS 5            |                  |
| 8-01          | Corrugated Paper            | FS 7            |                  |
| 8-02          | Corrugated Paper            | FS 18           |                  |
| 9-01          | Flashing                    | Roof            |                  |
| 9-02          | Flashing                    | Roof            |                  |
| 10-01         | Exterior Seam Sealant       | EA 14           |                  |
| 10-02         | Exterior Seam Sealant       | EA 5            |                  |
| 10-03         | Exterior Seam Sealant       | EA 10           |                  |
| 11-01         | Roofing Shingle             | Roof            |                  |
| 11-02         | Roofing Shingle             | Roof            |                  |
| 12-01         | Vapor Paper                 | FS 7            |                  |
| 12-02         | Vapor Paper                 | FS 9            |                  |

Relinquished by

Brian Christie

Date Time

7/20/21

Received by

Atr

Date

7.21.21

Time

9:40am

Page 2 of 2



www.bdsenvironmental.com

24422 Ryan Road  
Warren, Michigan  
48091

Tel: (586) 755-9030  
Fax: (586) 755-9068

August 3, 2021

Andy Race  
EJ Homes LLC  
560 Haverhill  
Bloomfield Hills, Michigan 48304

RE: Completion of Asbestos Response Actions  
Vacant-Single Family House, 31050 Briarcliff Road, Franklin, Michigan 48025  
BDS Project No. 21-586.A

Dear Mr. Race,

BDS Environmental has completed the following asbestos abatement response actions at the above referenced project on July 30, 2021:

1. Removed and disposed of 9 square feet of asbestos-containing incinerator heat shield from.
2. All asbestos removal was performed in accordance with OSHA Class I asbestos removal requirements as found in 29 CFR 1926.1101.

The visual inspection and air results indicated that the asbestos response actions have been successfully completed. It is safe to reoccupy the work area.

It has been a pleasure to be of service to you. Please feel free to contact our office at (586) 755-9030 if you have any questions.

Sincerely,

**BDS ENVIRONMENTAL**

A handwritten signature in blue ink that reads 'Ron Lawler'.

Ron Lawler  
Sales Manager



## REOCCUPANCY FORM

**LOCATION:** Vacant Single-Family Home  
31050 Briar Cliff  
Franklin, MI 48025

The following location has been visually inspected by a certified Asbestos Supervisor from BDS Environmental and has been found to be free of asbestos debris in the area of abatement listed below:

Furnace room of above referenced home.

Asbestos-containing floor tile was removed from the work area using manual methods within a regulated area.

Final clearance sampling has been conducted within the building and found to meet the following regulatory criteria:

*Michigan Department of Licensing and Regulatory Affairs – Asbestos Program requires airborne fiber concentration of 0.050 f/cc or less for re-occupancy following asbestos abatement activities. The analysis was conducted by Phase Contrast Microscopy (PCM) using the NIOSH 7400 Method/Rules A counting method. The results indicated that both air samples were less than the asbestos clearance level. Therefore, it is safe to reoccupy the work area.*

The laboratory analysis report is attached for your records.

Ron Lawler  
Ron Lawler

8/4/21  
Date





**The Identification Specialists**

Analysis Report  
prepared for  
BDS Environmental

**Report Date: 8/3/2021**

**Project Name: 31050 Briarcliff, Franklin**

**Project #: 21-586**

**SanAir ID#: 21039112**



NVLAP LAB CODE 200870-0

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061  
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)



SanAir ID Number

21039112

FINAL REPORT

8/3/2021 2:18:29 PM

**Name:** BDS Environmental  
**Address:** 24422 Ryan Rd.  
Warren, MI 48901  
**Phone:** 586-755-9030

**Project Number:** 21-586  
**P.O. Number:** TSA  
**Project Name:** 31050 Briarcliff, Franklin  
**Collected Date:** 7/30/2021  
**Received Date:** 8/2/2021 8:20:00 AM

Dear BDS,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Monday, August 02, 2021 via FedEx. The final report(s) is enclosed for the following sample(s): 01, 02.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

**Final Report Includes:**

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

**Sample conditions:**

- 2 samples in Good condition.



SanAir ID Number

21039112

FINAL REPORT

8/3/2021 2:18:29 PM

Name: BDS Environmental

Address: 24422 Ryan Rd.

Warren, MI 48901

Phone: 586-755-9030

Project Number: 21-586

P.O. Number: TSA

Project Name: 31050 Briarcliff, Franklin

Collected Date: 7/30/2021

Received Date: 8/2/2021 8:20:00 AM

Analyst: Feldman, Johnathan

### Asbestos Air PCM NIOSH 7400 Method

| Sample             | Location         | Volume<br>(liters) | Fibers | Fields | LOD   | Fibers/<br>sq mm | Fibers/<br>cc | RSD |
|--------------------|------------------|--------------------|--------|--------|-------|------------------|---------------|-----|
| 01<br>21039112-001 | Final / Basement | 900                | 7.5    | 100    | 0.003 | 9.554            | 0.004         | 0.2 |
| 02<br>21039112-002 | Final / Basement | 900                | 7.5    | 100    | 0.003 | 9.554            | 0.004         | 0.2 |

Analyst: *Johnathan R*

Approved Signatory: *Marzen G. Healy*

Analysis Date: 8/2/2021

Date: 8/3/2021

### Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the chain of custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. Final reports cannot be reproduced, except in full, without written authorization from SanAir. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results of the analysis is dependent upon the method of sample procurement and information provided by the client on the COC. SanAir assumes no responsibility for the method of sample procurement. SanAir assumes no responsibility for the information provided by the client on the COC such as project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Evaluation reports are based solely on the sample(s) in the condition in which they arrived at the laboratory and on the information provided by the client on the COC. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. Limit of Detection is 7 fibers/mm<sup>2</sup>. RSD values (Sr values) are the relative standard deviation. SanAir does make contamination corrections to results based on field blank results, only when field blanks are provided by the client at the responsibility of the client.

SanAir is accredited by AIHA-LAP, LLC in the IHLAP program. Refer to our accreditation certificate or [www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org) for an up to date list of the Fields of Testing for which we are accredited.

*This report does not constitute endorsement by AIHA/NVLAP and/or any other U.S. governmental agencies; and may not be certified by every local, state and federal regulatory agencies.*







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2021

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

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

| <b>PRODUCER</b><br>Doeren Mayhew Insurance Group<br>305 West Big Beaver Rd.<br>Suite 102<br>Troy MI 48084 | <b>CONTACT NAME:</b> Susan Habba<br><b>PHONE (A/C, No, Ext):</b> (248) 290-0650<br><b>E-MAIL ADDRESS:</b> shabba@doereninsurance.com<br><b>FAX (A/C, No):</b> (248) 290-0654   |                               |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
|---|--|-------------------------------|--|--------|-------------|-------------|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|
| <b>INSURED</b><br>Totten Homes LLC<br>Andrew Race<br>2428 Benjamin Ave<br>Royal Oak MI 48073-3713         | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Auto-Owners</td><td>18988</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : | Auto-Owners | 18988 | INSURER B : |  |  | INSURER C : |  |  | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE   |  | NAIC #                        |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER A :   | Auto-Owners  | 18988                         |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER B :   |  |                               |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER C :   |  |                               |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER D :   |  |                               |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER E :   |  |                               |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER F :   |  |                               |  |        |             |             |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL218509525 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | 04088716      | 12/10/2020              | 12/10/2021              | EACH OCCURRENCE \$ 1,000,000   |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000  |           |          |               |                         |                         |  |
|          | MED EXP (Any one person) \$ 5,000  |           |          |               |                         |                         |  |
|          | PERSONAL & ADV INJURY \$ 1,000,000   |           |          |               |                         |                         |  |
|          | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                      |           |          |               |                         |                         | GENERAL AGGREGATE \$ 1,000,000                                       |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b><br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 1,000,000                                  |
|          | <input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                               |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                                      |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                    |
|          |  |           |          |               |                         |                         |  |
|          |  |           |          |               |                         |                         | EACH OCCURRENCE \$   |
|          |  |           |          |               |                         |                         | AGGREGATE \$   |
|          |  |           |          |               |                         |                         |  |
|          |  |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$  |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$  |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                                       |

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

Village of Franklin is listed as an Additional Insured with respects to the General Liability as required within written contract

## CERTIFICATE HOLDER

## CANCELLATION

Village of Franklin  
32325 Franklin Road

Franklin

MI 48025

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

AUTHORIZED REPRESENTATIVE

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West Elevation Main House and Garage



Main House South Elevation





Main house east elevation south end



Main house south elevation north end

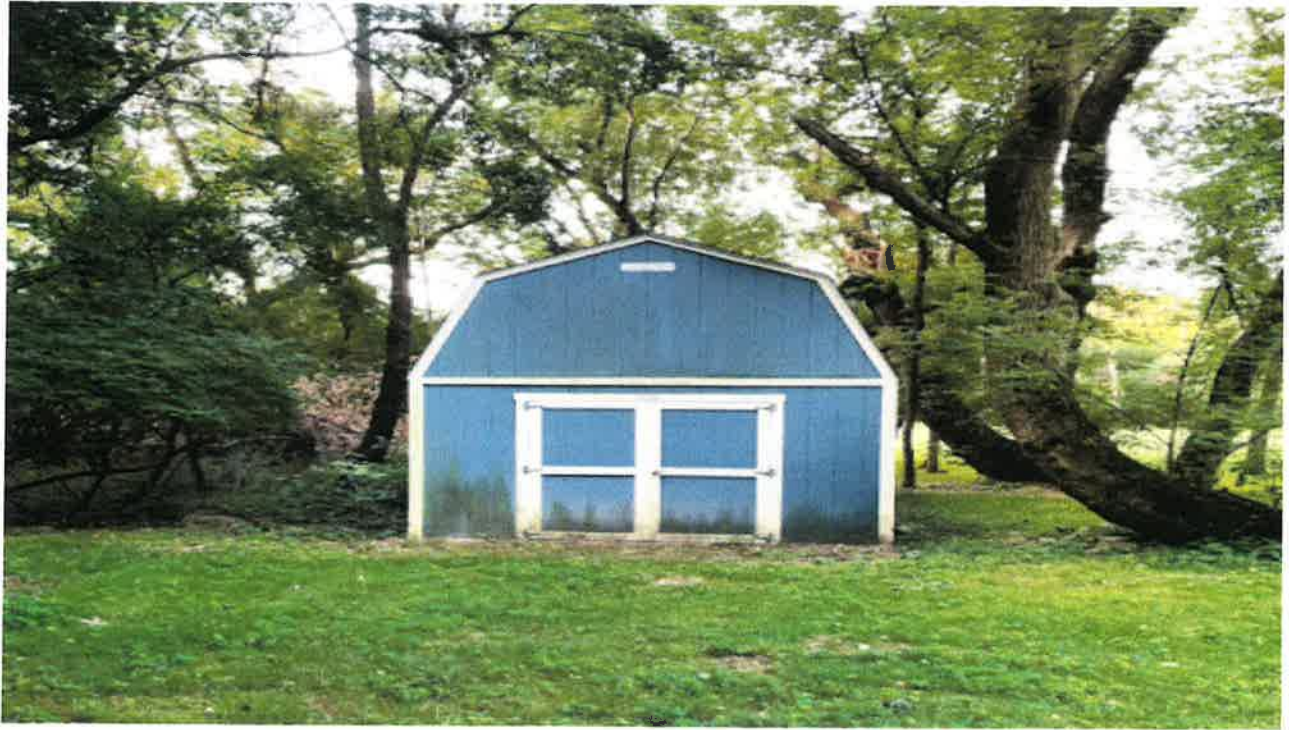


Main house and garage north elevation





Detached shed north elevation



Detached shed south elevation





Detached shed west elevation



Detached shed east elevation







# HISTORIC DISTRICT APPLICATION

INSPECTIONS . . . . . (248) 626-1601

No Fee

DATE STAMP

RECEIVED

AUG 16 2021

VILLAGE OF FRANKLIN, MI

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

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

Completely demolish & remove all foundation house & shed

Current market value of project \$ 600,000

SUBMIT CHECKLIST WITH APPLICATION

|   |                                |  |   |
|---|--------------------------------|--|---|
| <b>I. LOCATION OF PROJECT</b>   |                                | Historic District ?<br>yes <input type="radio"/> no <input checked="" type="radio"/> | Zoning District<br>R1                   |
| Address: <u>31050 Briarcliff</u>  |                                |  |   |
| Village:<br><u>FRANKLIN</u>   | Township:<br><u>SOUTHFIELD</u> | County:<br><u>OAKLAND</u>  | Zip Code:<br><u>48025</u>               |
| Between <u>Telegraph</u> And <u>Franklin</u>  |                                |  |   |
| <b>II. PARCEL IDENTIFICATION #</b> <u>24-05-352-002</u>   |                                |  |   |
| <b>A. OWNER OR LESSEE</b>   |                                |  |   |
| Name: <u>E &amp; J Homes 2 LLC</u>  |                                | Telephone No: <u>248-762-0062</u>  |   |
| Address: <u>25934 Hershevale Dr</u>   |                                | City: <u>Franklin</u>  | State: <u>MI</u> Zip Code: <u>48025</u> |
| <b>B. ARCHITECT OR ENGINEER</b>   |                                |  |   |
| Name: <u>N/A</u>  |                                | Telephone No:  |   |
| Address: <u>only applying for Demo Now</u>  |                                | City:  | State: Zip Code:                        |
| License No:   |                                | Expiration Date:   |   |
| <b>C. CONTRACTOR</b>  |                                |  |   |
| Name: <u>Totten Homes LLC</u>   |                                | Telephone No: <u>734-341-1243</u>  |   |
| Address: <u>2002 Roseland</u>   |                                | City: <u>Royal Oak</u>   | State: <u>MI</u> Zip Code: <u>48073</u> |
| License No: <u>2101135062</u>   |                                | Expiration Date: <u>5-31-2023</u>  |   |
| Federal Employer Number or Reason for Exemption: <u>NIA No Employees</u>  |                                |  |   |
| Worker's Comp Insurance Carrier or Reason for Exemption: <u>" "</u>   |                                |  |   |
| MESC Employer Number or Reason for Exemption: <u>" "</u>  |                                |  |   |
| <b>III. TYPE OF IMPROVEMENT AND PLAN REVIEW</b>   |                                |  |   |
| <b>A. TYPE OF IMPROVEMENT</b>   |                                |  |   |
| <input type="checkbox"/> New Building <input type="checkbox"/> Addition / Remodel <input checked="" type="checkbox"/> Demolition <input type="checkbox"/> Property <input type="checkbox"/> Other |                                |  |   |
| <b>B. REVIEW(s) TO BE PERFORMED</b> <u>Demo Inspection</u>  |                                |  |   |
| <input type="checkbox"/> Building / Trades <input type="checkbox"/> Engineering <input type="checkbox"/> Arborist <input type="checkbox"/> Legal <input type="checkbox"/> Other                   |                                |  |   |

# VI. APPLICANT INFORMATION:

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

Name: Totter Homes LLC Telephone No. 734 341-1245  
 Address: 2002 Roseland City: Royal Oak State: MI ZIP: 48068  
 Federal ID no. (if applicable) N/A

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

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

*[Signature]*

07-31-2021

Signature of Applicant

Application Date

## VII. FOR INTERNAL USE ONLY

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

\*\* Zoning District \_\_\_\_\_ Required Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_  
 Proposed Setback \_\_\_\_\_ Front \_\_\_\_\_ / \_\_\_\_\_ Side \_\_\_\_\_ Back \_\_\_\_\_

## VIII. VALIDATION

DATE STAMP

Approved by:

(signature)

VILLAGE OF FRANKLIN BUILDING OFFICIAL



West Elevation Main House and Garage



Main House South Elevation





Main house east elevation south end



Main house south elevation north end



Main house and garage north elevation





Detached shed north elevation



Detached shed south elevation





Detached shed west elevation



Detached shed east elevation







Customer and Marketing Services  
Customer Services Division

## Wrecking Clearance

---

Concerning building to be wrecked at: 31050 BRIARCLIFF RD  
FRANKLIN, MI

---

Electric meters and Service connections were disconnected and removed  
from the building on: Monday August 2nd, 2021

---

☒

No Hazardous conditions existed by reason of proximity of  
Detroit Edison installations

☐

Agreement has been reached with the contractor regarding  
elimination of hazards from adjacent Detroit Edison installations.

*William Thomas Single Phase Service*

---

Detroit Edison Representative

Attn: **Andy Race**

Fax / Email:

Date: 8/30/2021

*Rep*



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

FAX: (248) 626-0538

**(248) 626-9666**

**DEMOLITION REPORT FROM BUILDING OFFICIAL**

September 9, 2021

#PD 2021-006

Totten Homes  
2002 Roseland  
Royal Oak, MI 48073

Re: 31050 Briarcliff  
Demolition of house

I have reviewed the information and find it meets the requirements and recommend approval.

- Application sent to the Attorney for review
- Approved by Historic District Commission on September 1, 2021
- Disconnects received from utilities

Sincerely,

A handwritten signature in cursive script, appearing to read "William Dinnan".

William Dinnan, Building Official



MICHIGAN LIBRARY ASSOCIATION

## **Michigan Library Appreciation Month October 2021**

### **Proclamation**

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

Whereas, Michigan's libraries (school, public, academic, tribal, cooperatives, and special libraries) are vital, dynamic centers of discovery and lifelong learning, serving as cornerstones in healthy communities;

Whereas, librarians and library workers play key roles in connecting their community members to resources and information, helping people explore, imagine and discover new horizons in the vast world of information, knowledge and entertainment;

Whereas, today's libraries are less about what they have on the shelves and more about what they can do with and for their communities, whether it's through virtual services or in-person visits;

Whereas, libraries and librarians work to create an equitable society by providing free access to accurate information to all people;

Whereas, in times of crisis, libraries and library staff play a critical role in continuing to support their communities when they need it the most;

Whereas, libraries bring together diverse populations and are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

Whereas, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve;

Whereas, libraries serve as a vital connection to the people, places and ideas of the world through books, magazines, videos and the Internet and are the primary point of online access for people without computers at home, school or work;

Whereas, libraries provide indispensable educational resources for children and teenagers, and are on the front lines in the battle against illiteracy, offering plenty of free activities, as well as safe, enriching entertainment for the whole family;

Whereas, one-half of all Michiganders hold library cards, and in 2020, visited their local libraries in-person more than 33 million times, virtually nearly 55 million times, and borrowed over 57 million physical items and close to 12 million eMaterials;



Whereas, in 2020, Michigan public libraries provided more than 13,000 live virtual programs for children, teens and adults reaching over 608,000 people;

Whereas, during the worldwide pandemic in 2020, 76% of Michigan's public libraries offered curbside services and 82% continued to provide reference services via phone and internet - providing a way to continue getting information and materials to residents even when library buildings were closed to the public;

Whereas, hundreds of libraries and millions of library supporters across Michigan are celebrating Michigan Library Appreciation Month this October; now, therefore, be it

Resolved that I, [name, title of official] proclaim October 2021 as Michigan Library Appreciation Month. During this time, I encourage all residents to visit their library in person or virtually to connect to the myriad of services, resources and collections their library provides.

Sec. 6-11. - Deer feeding—Prohibited.

- (a) *Deer feeding.* As used in this section, "deer feeding" means the depositing, distributing, or tending of feed intended for consumption by deer for the purposes of preventing deer from starving or for recreational viewing.
- (b) *Acts prohibited.* No person shall place or permit to be placed on the ground, or less than five (5) feet above the ground surface any grain, fodder, salt licks, fruit, vegetables, nuts, hay or other edible materials which may reasonably be expected to result in deer feeding, unless such items are screened or protected in a manner that prevents deer from feeding on them. Living fruit trees and other live vegetation shall not be considered as deer feeding.
- (c) *Exceptions.* This prohibition shall not apply to:
  - (1) Veterinarians, city/county animal control officers, parks maintenance staff, or county, state or federal game officials who are acting in the course of their duties or have deer in custody or under their management.
  - (2) Any food placed upon the property for purposes of trapping or otherwise taking deer where such trapping or taking is pursuant to a permit issued by the Michigan Department of Natural Resources.
  - (3) Persons feeding domestic animals or wild birds using feeding devices or containers. Such persons shall take all reasonable steps necessary to ensure that such devices and containers are maintained in proper working condition and that only the intended animals are able to access these feeding devices and containers. Any prohibitions against or regulations concerning the feeding pigeons, Canada geese, gulls or other animals in this code shall continue to apply.
  - (4) The use of straw, hay or straw-related materials for erosion control, mulching, gardening or other landscape purposes.
- (d) *Warning.* Prior to the issuance of a complaint or citation for violation of this section, the city shall issue a written warning giving notice of the maximum penalties that could be imposed if the violator fails to cease and desist from violating this section.

( [Ord. No. C-5-2017, § 1, 6-12-17](#) )



OFFICE OF CITY MANAGER

FOR IMMEDIATE RELEASE  
September 1, 2021

FOR MORE INFORMATION, CONTACT:  
City Manager's Office  
248-871-2500

## Urban Deer Management Education Seminar at The Hawk on September 21

The City of Farmington Hills will host an Urban Deer Management Education Seminar at 6:30 p.m. on Tuesday, September 21 at The Hawk - Farmington Hills Community Center, located at 29995 West 12 Mile Road.

A guest speaker from the Michigan Department of Natural Resources will address issues related to the growing deer population in the area. Concerns include deer/vehicle crashes, ticks and Lyme disease, property destruction, and pet health and safety.

The City of Farmington Hills undertook a Deer Management Survey and will share results and insights at the seminar. A proposed inter-governmental resolution, possible action plans, and urban deer management initiatives for Oakland County will be discussed.

All members of the public are invited to attend and do not have to be Farmington Hills residents. For more information, contact Deputy Special Services Director Bryan Farmer at [bfarmer@fhgov.com](mailto:bfarmer@fhgov.com).

END

Press Release  
[www.fhgov.com](http://www.fhgov.com)

31555 West Eleven Mile Road • Farmington Hills, MI 48336 • 248.871.2500 Phone • 248.871.2501 Fax  
Follow the City on [Facebook](#) • Subscribe to the [eNews](#) • Sign Up for [FH ALERTS](#)

# DAR

Daughters of the American Revolution

RECEIVED

## THREE FLAGS CHAPTER

AUG 06 2021

August 2, 2021

VILLAGE OF FRANKLIN, MI

Mr. Bill Lamont  
President Franklin Village Council  
32325 Franklin Road  
Franklin, Michigan 48025

Dear President Lamont,

On behalf of the Three Flags Chapter of the DAR, I would like to request that a proclamation be made by the Franklin Village Council for the celebration of Constitution Week, September 17<sup>th</sup> through the 23<sup>rd</sup> 2021.

2021 marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States, our nation's foundation document. In 1955, the Daughters of the American Revolution petitioned the United States Congress for the establishment of a week long observance of the September 17, 1787 signing of the Constitution by the delegates to the Philadelphia Convention. This observance was signed into law by President Eisenhower in 1956. The members of the Three Flags Chapter, NSDAR believe that encouraging the education of adults and children about our U.S. Constitution is an important aspect of civic education. In these rather unusual times in our nation's history, we feel that a knowledge and understanding of the document that is the blueprint of our democratic republican form of government is especially important.

It would be most appreciated if you would consider enacting a proclamation to commemorate this important event. I enclose a template that can be used as a sample proclamation. I am happy to provide any additional information you may need concerning Constitution Week. My contact information is below.

Yours, truly,

Diane Anderson  
Constitution Committee Three Flags Chapter DAR  
1468 Southfield Road  
Birmingham 48009  
248 565 5115  
JPA65@aol.com



### **Sample Proclamation for Constitution Week**

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

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

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

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

### **CONSTITUTION WEEK**

**AND ask our citizens to reaffirm the ideals of the framers of the Constitution by protecting the freedoms guaranteed to us through this guardian of our liberties, knowing that lost rights may never be regained.**

**IN WITNESS THEREOF. I have hereto set my hand and caused the Seal of \_\_\_\_\_ to be affixed to this proclamation this \_\_\_\_\_ day of \_\_\_\_\_.**

**Signed \_\_\_\_\_ Seal Attest \_\_\_\_\_**

# MEMORANDUM

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**DATE:** August 23, 2021  
**TO:** Thomas M. Markus  
**FROM:** Mary M. Kucharek  
**SUBJECT:** NEXT Interlocal Agreement

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## INTRODUCTION:

- Four (4) communities would like to enter into an Interlocal Agreement regarding Joint Senior Services provided by a 501(c) non-profit organization.

## BACKGROUND:

- Communities have different opportunities to serve their senior members. Some communities, for instance Rochester Hills, provide senior services through the local government. When a municipality decides to provide complex senior services to its citizens and surrounding communities, municipalities can join together and enter into Interlocal Agreements detailing the duties and obligations of each of its members. Those types of Interlocal Agreements will set out the parameters for Board of Directors and ongoing capital endeavors to fund these programs. In fact, our neighboring community, Bloomfield Township, is another example.
- Other municipalities, while always concerned for its seniors, can find themselves fortunate to have their seniors served by local non-profit organizations. The City of Birmingham is fortunate to have NEXT in its jurisdictional boundaries which enriches the lives of its senior citizens. NEXT is a 501(c) non-profit organization which has been serving the community of Birmingham and its neighbors for over 40 years offering support services and programs that focus on allowing all older adults to live independently. NEXT provides comprehensive support services by raising money through grants, donations, fundraising, and participation from four (4) communities including Birmingham.
- There have been many discussions between Birmingham and its three (3) neighbors, Village of Beverly Hills, Village of Bingham Farms, and Village of Franklin, which are the four (4) communities whose seniors benefit the most from NEXT and its programming, to enter into a very complex Interlocal Agreement. Upon reviewing the Interlocal Agreement that was in discussion for the past year or so, I believe it is not the most appropriate avenue for the City of Birmingham. Likewise, the other three (3) local units and their leaders did not want to enter into such a complex Interlocal Agreement because it would necessitate the local communities providing the senior services instead of this 501(c) non-profit organization. The language of the Interlocal being discussed for the past number of

months overstepped the boundaries of the municipalities and would step into the shoes of the 501(c) organization.

- After much discussion with the Director of NEXT and our neighboring communities, we have identified this Interlocal Agreement to be appropriate. This Agreement allows NEXT to be able to rely upon stabilization and predictability for its finances in order to continue to serve the seniors in all four (4) governmental units. This Interlocal Agreement simply states that NEXT can rely upon the ongoing financial participation of the four (4) units in the same manner they have for past years participation.

#### LEGAL REVIEW:

- The City Attorney drafted the Agreement and believes this Interlocal Agreement is the appropriate agreement to assist NEXT in being able to rely upon the four (4) governmental units in continuing its endeavors. At any time in the future if the role of the municipalities change, new agreements can be drafted. As of today, the City of Birmingham, nor its three (3) neighboring communities, are in positions of or have the desire to purchase large assets like buildings, etc. on behalf of the non-profit. If times change, or if new endeavors are sought, we can certainly draft new agreements.

#### FISCAL IMPACT:

- In the past, the City of Birmingham's contribution to NEXT has been approximately \$122,944.00, which is 67% of the total contribution from the four (4) funding units.

#### SUMMARY:

- It is advisable for the City of Birmingham to enter into this Interlocal Agreement which promises to NEXT its continuing contribution of approximately \$123,000.00 each year.

#### ATTACHMENTS:

- Interlocal Agreement for Joint Senior Services

#### SUGGESTED COMMISSION ACTION:

- To make a motion to adopt a Resolution approving the City of Birmingham to enter into the Interlocal Agreement for Joint Senior Services, which together with three (3) neighboring communities, articulates their intention to contribute money so that NEXT and its Board of Directors may rely upon these monies in order to serve the seniors residing in the governmental units, and to authorize the City Manager to sign the Agreement on behalf of the City.

## **INTERLOCAL AGREEMENT JOINT SENIOR SERVICES**

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

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

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

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

### **THEREFORE, IT IS AGREED AS FOLLOWS:**

#### **ARTICLE I – PURPOSE**

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

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

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



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

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

## **ARTICLE III – FINANCES**

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

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

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

## **ARTICLE IV – PARTICIPATION**

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

| <b><u>Community</u></b> | <b><u>Population<br/>(2018<br/>Est.)*</u></b> | <b><u>2019 SEV**</u></b> | <b><u>Percentage<br/>of SEV</u></b> | <b><u>Contribution<br/>Amount</u></b> | <b><u>Percentage<br/>of<br/>Contribution</u></b> |
|-------------------------|---|--------------------------|-------------------------------------|---------------------------------------|--|
| Birmingham              | 21,322  | 3,192,674,170            | 68%                                 | \$122,944                             | 67%  |
| Beverly Hills           | 10,410  | 800,972,340              | 17%                                 | \$43,375                              | 24%  |
| Bingham<br>Farms        | 1,152   | 205,360,240              | 5%                                  | \$4,639                               | 3%   |

|          |       |             |     |          |    |
|----------|-------|-------------|-----|----------|----|
| Franklin | 3,255 | 443,872,130 | 10% | \$10,000 | 6% |
|----------|-------|-------------|-----|----------|----|

\*www.worldpopulationreview.com or U.S. Census, if available.

\*\*2019 Oakland County Equalization Report

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

## **ARTICLE V – MISCELLANEOUS**

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

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By: \_\_\_\_\_

Its:\_\_\_\_\_

VILLAGE OF BINGHAM FARMS

By: \_\_\_\_\_

Its:\_\_\_\_\_

CITY OF BIRMINGHAM

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