

**CHARTER TOWNSHIP OF OXFORD
BOARD OF TRUSTEES REGULAR MEETING**

NOTICE AND AGENDA

Date: Wednesday, December 13, 2023
Time: 6:30 p.m.
Place: Oxford Township Meeting Room
300 Dunlap Road, Oxford, MI 48371

1. Call to order
2. Respects to the flag
3. Noting of roll
4. Approval of the agenda
5. Approval of the consent agenda
 - Approval of Regular Township Board Meeting Minutes November 8, 2023
 - Approval of Treasurer Report for October 2023
 - Approval of Clerk Report for October 2023
 - Regular Bills through December 8, 2023
 - Approval of Consultant Bills December 8, 2023
 - Committee Reports
 - Building Department Activity Report
6. Public comment on items not on the agenda
7. Board of Trustees Comments
8. Public Hearing:
 - a. Great Pines Manors Subdivision Paving Special Assessment District
9. First Reading:
10. Second Reading:
 - a. Ordinance 95.006 – Fire Prevention and Protection
 - b. Ordinance 67A.032 - Noise
11. Fire Department
 - a. Fire Chief, Assistant Fire Chief, and Finance Manager 2024 Salaries
 - b. Daniel Dery – New Hire Recognition
12. Sharpe Engineering Report

13. Unfinished Business
 - a. North Area Sanitary Sewer Special Assessment District Bond Authorizing Resolution – Water and Sewer Committee
 - b. Parks and Recreation Fireworks Permit Approval – Phil Castonia
 - c. American Rescue Plan Act Update – Clerk Wright
 - d. Boulder Pointe Golf Course Tunnel Structural Engineer Report and Recommendation – Safety Path Committee
 - e. 2023 Oakland County Delinquent Roads Resolution – Treasurer Ferrari
 - f. Township Hall Re-Roofing Bids – Supervisor Curtis
 - g. Great Pines Manors Paving Special Assessment District Resolution #2 – Clerk Wright
 - h. Assessing Services Contract Renewal with Oakland County – Supervisor Curtis
 - i. Single Waste Hauler Update – Single Waste Hauler Committee
 - i. Proposed Recission of Consulting Agreement with Resource Recycling Systems
 - ii. Authorization to work with The Kelly Firm for Proposed Ballot Language

14. New Business
 - a. Barron Industries Industrial Facilities Exemption Request – Supervisor Curtis
 - b. 2023 Budget Amendments
 - i. General Fund (101)
 - ii. Road Fund (204)
 - iii. Fire Department Operations (206)
 - iv. Police Contracting Fund (207)
 - v. Cemetery Maintenance Fund (209)
 - vi. Telecommunications Fund (239)
 - vii. Building Department Fund (249)
 - viii. Safety Path Fund (297)
 - c. 2024 General Appropriations Act – Supervisor Curtis
 - d. 2024 Compensation and Salary Resolutions – Supervisor Curtis
 - i. Trustees Compensation Resolution.
 - ii. Supervisor Salary Resolution
 - iii. Clerk Salary Resolution
 - iv. Treasurer Salary Resolution
 - e. 2024 Cable T.V. Amended Budget – Teri Stiles
 - f. 2024 Polly Ann Trailway Management Council Amended Budget – Clerk Wright
 - g. Planning Commission Appointment – Supervisor Curtis
 - h. Committee Appointments – Supervisor Curtis
 - i. Planned Unit Development Committee
 - ii. Single Waste Hauler Committee
 - i. Cemetery Maintenance Contract – Cemetery Committee
 - j. Employee Handbook Revisions – Supervisor Curtis
 - k. 2024 Oxford Township Board Meeting Schedule
 - l. Oakland County Permit Applications – Supervisor Curtis
 - m. NO HAZ: - Treasurer Ferrari
 - i. Approval of 2024 Agreement

- ii. Approval of the North Oakland Household Hazardous Waste Consortium Resolution
 - n. Website Discussion – Trustee Charles
 - o. Water and Sewer Committee
 - i. 1125 Woodbriar Court Water Bill Adjustment Request
 - ii. Sewer Rate Resolution
 - iii. Setting a First Reading for Sanitary Sewer Ordinance 107A.009
- 15. Items Removed from Consent Agenda for Action or Discussion
- 16. Public Comment
- 17. Board of Trustees Comments
- 18. Adjournment

The Charter Township of Oxford will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing. Individuals with disabilities requiring auxiliary aids or services shall contact the Charter Township of Oxford, by writing or calling Curtis W. Wright, Township Clerk at 248-628-9787 as soon as possible to allow the Township sufficient time to have available the aids and services.

Charter Township of Oxford Clerk, Curtis W. Wright
300 Dunlap Road, Oxford, MI 48371 (248)628-9787

Oxford Cable Commission re-broadcasts of Oxford Township Board Regular Meetings are on Wednesdays at 7:00 p.m.

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
WEDNESDAY, NOVEMBER 8, 2023

A Regular Meeting of the Charter Township of Oxford Board of Trustees was held Wednesday, November 8, 2023 at the Oxford Township Meeting Room, 300 Dunlap Road, Oxford, Michigan 48371.

Supervisor Curtis called the meeting to order at 6:30 p.m.

RESPECTS TO THE FLAG

NOTING OF ROLL

Members Present: Charles, Colvin, Ferrari, Nold, Payne, Wright, Curtis

Members Absent: None.

Also Present: Township Attorney Ellis, Township Engineer Sharpe, Fire Chief Majestic, Library Director Cloutier, OCTV Manager Stiles, Communications and Grants Manager Carnacchio, Executive Assistant Smith, Recording Secretary McCullough, one camera person (OCTV), and 12 residents.

APPROVAL OF THE AGENDA

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the November 8, 2023 agenda as amended: To change item 8. to read “Public Hearing: Fiscal Year 2024 Community Development Block Grant Funds.”

Ayes: 7 Nays: 0 Absent: 0
Motion Carried.

APPROVAL OF THE CONSENT AGENDA

Treasurer Ferrari moved, Trustee Nold seconded, to approve the November 8, 2023 Consent Agenda including the following:

1. The Regular Township Board meeting minutes of October 11, 2023;
2. The Special Township Board meeting minutes of October 25, 2023;
3. The Treasurer Report for September 2023;
4. The Clerk Report for September 2023;
5. The regular bills through November 3, 2023;
6. The consultant bills through November 3, 2023;
7. Committee Reports;
8. Building Department Activity Report;
9. Resolution in Opposition to HB4965.

Roll call:

Ayes: Colvin, Payne, Nold, Ferrari, Wright, Charles, Curtis

Nays: None

Absent: None

Motion Carried.

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

One citizen spoke during this portion of public comment.

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
WEDNESDAY, NOVEMBER 8, 2023

BOARD OF TRUSTEE COMMENTS

Trustee Colvin shared that the Lake Orion DDA successfully survived the election.

Trustee Charles stated that approximately 80% of the people who attended Witch's Night downtown were from outside of the community. He also suggested that the Spongy Moth Committee be renamed to the Invasive Species Committee.

Trustee Charles shared that at the recent MTA conference, he received information from several website design companies. He will share that information with Treasurer Ferrari.

Supervisor Curtis stated that a report regarding Building Department activities was included in the Consent Agenda.

Supervisor Curtis shared that one of the industries in the Township will be diversifying soon and will be seeking a tax abatement.

PUBLIC HEARING

Fiscal Year 2024 Community Development Block Grant Funds

Treasurer Ferrari moved, Trustee Nold seconded, to open the Public Hearing at 6:40 p.m. to discuss Fiscal Year 2024 Community Development Block Grant Funds.

Roll call:

Ayes: Charles, Wright, Ferrari, Nold, Payne, Colvin, Curtis

Nays: None

Absent: None

Motion Carried.

Mary Spearman, 661 Roxbury Court, Oxford, requested funds for the pickleball group that meets at Seymour Lake Park. They would like to upgrade and increase the dedicated pickleball courts.

Valerie Cerato, 350 Lakes Edge Drive, Oxford, stated that the group has been working with the Parks & Recreation department and are asking for funds to convert existing tennis courts into pickleball courts.

Treasurer Ferrari moved, Trustee Nold seconded, to close the Public Hearing to discuss Fiscal Year 2024 Community Development Block Grant Funds at 6:48 p.m.

Roll call:

Ayes: Ferrari, Wright, Charles, Nold, Payne, Colvin, Curtis

Nays: None

Absent: None

Motion Carried.

North Sanitary Sewer District

Treasurer Ferrari moved, Trustee Nold seconded, to open the Public Hearing at 6:49 p.m. to discuss the establishment of the North Area Sanitary Sewer Special Assessment District.

Roll call:

Ayes: Charles, Colvin, Payne, Wright, Nold, Ferrari, Curtis

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
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Nays: None

Absent: None

Motion Carried.

Supervisor Curtis read a letter into the record from Oxford Promenade LLC (700 N. Lapeer Road, Parcel No. 04-22-200-010) objecting to the Special Assessment District. The letter was received via email and FedEx.

Steve Davis, 1425 Dewey Road, asked what the cost to residents will be to hook into the new sewer line. Supervisor Curtis stated that the cost is not yet known.

Treasurer Ferrari moved, Trustee Nold seconded, to close the Public Hearing to discuss the establishment of the North Area Sanitary Sewer Special Assessment District at 6:54 p.m.

Roll call:

Ayes: Colvin, Payne, Nold, Ferrari, Wright, Charles, Curtis

Nays: None

Absent: None

Motion Carried.

FIRST READING

Ordinance 95.005 – Fire Prevention and Protection

Treasurer Ferrari moved, Trustee Nold seconded, to approve the First Reading of the text amendments to the following section of the Township of Oxford Municipal Code of Ordinances: Chapter 26, Section 26-17 and Chapter 30, Article IV, Division 3, Section 30-152 and direct the Township Clerk to publish said Ordinance in accordance with State Law and hereby set the Second Reading of said Ordinance for the December 13, 2023 Township Board meeting.

Roll call:

Ayes: Wright, Ferrari, Nold, Colvin, Charles, Payne, Curtis

Nays: None

Absent: None

Motion Carried.

Treasurer Ferrari moved, Trustee Nold seconded, to approve the Fire Department's proposed Fee Schedule for plan reviews under the Township of Oxford Ordinance Chapter 26, Section 26-15.

Roll call:

Ayes: Colvin, Payne, Nold, Ferrari, Wright, Charles, Curtis

Nays: None

Absent: None

Motion Carried.

Ordinance 67A.032 – Noise Regulations

Trustee Nold moved, Treasurer Ferrari seconded, to schedule a Second Reading and possible adoption of the text amendments to Zoning Ordinance 67A, Section 10.1(J) at the December 13, 2023 Charter Township of Oxford Board of Trustees regular meeting.

Roll call:

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
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Ayes: Nold, Ferrari, Charles, Colvin, Payne, Wright, Curtis

Nays: None

Absent: None

Motion Carried.

SECOND READING

Safety Paths and Sidewalks Ordinance

Treasurer Ferrari moved, Trustee Nold seconded, to adopt Ordinance 117.001, Safety Path and Sidewalk Regulation Ordinance – an Ordinance to amend Article III of Charter 42 of the Oxford Charter Township Code of Ordinances, as presented.

Roll call:

Ayes: Charles, Wright, Ferrari, Nold, Payne, Colvin, Curtis

Nays: None

Absent: None

Motion Carried.

FIRE DEPARTMENT

None.

SHARPE ENGINEERING REPORT

Engineer Sharpe provided a written update regarding ongoing projects in the Township.

UNFINISHED BUSINESS

North Sanitary Sewer District Resolution No. 3

Treasurer Ferrari moved, Trustee Nold seconded, to approve Special Assessment Resolution #3, Confirming the Special Assessment Roll for the Special Assessment District known as the North Area Sanitary Sewer District, as presented, and direct the Township Treasurer to issue a Notice of Assessment to the affected property owners in accordance with Act 188 of 1954.

Roll call:

Ayes: Wright, Nold, Charles, Colvin, Payne, Ferrari, Curtis

Nays: None

Absent: None

Motion Carried.

Single Waste Hauler Committee

Updated Consulting Agreement with Resource Recycling Systems

Trustee Nold moved, Trustee Charles seconded, to approve an updated Single Hauler Procurement Proposal from Resource Recycling Systems, Inc. to include Task 3 Procurement Process Facilitation, Task 4 Single Hauler Implementation Support, and added support at an amount not to exceed \$9,000.00 and to authorize Supervisor Jack Curtis to sign the proposal on behalf of Oxford Township.

Roll call:

Ayes: None

Nays: Colvin, Payne, Nold, Ferrari, Wright, Charles, Curtis

Absent: None

Motion Failed.

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
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Trustee Nold moved, Trustee Charles seconded, to approve an updated Single Hauler Procurement Proposal from Resource Recycling Systems, Inc. to include Task 3 Procurement Process Facilitation, Task 4 Single Hauler Implementation Support, and added support at an amount not to exceed \$9,000.00 and to authorize Supervisor Jack Curtis to sign the proposal on behalf of Oxford Township.

Roll call:

Ayes: Payne, Charles, Wright, Nold

Nays: Colvin, Ferrari, Curtis

Absent: None

Motion Carried.

Request for Proposal for Single Waste Hauler

Trustee Nold moved, Trustee Payne seconded, to authorize the Single Waste Hauler Committee to continue the process to update the Request for Proposal for a Single Waste Hauler to service Oxford Township and to present the Request for Proposal to the Oxford Township Board of Trustees at a future meeting for consideration of approval.

Roll call:

Ayes: Colvin, Payne, Nold, Wright, Charles, Curtis

Nays: Ferrari

Absent: None

Motion Carried.

Great Pines Manors Paving Special Assessment District Resolution #1

Treasurer Ferrari moved, Trustee Nold seconded, to approve the Resolution of tentative Declaration of Intention to implement a paving Special Assessment District program for Great Pines Manors Subdivision and Supervisor Jack Curtis is authorized to sign the Great Pines Manors Subdivision Special Assessment District Street Paving Contract on behalf of the Charter Township of Oxford, and to schedule a Public Hearing for the Oxford Township Board of Trustees regular meeting on Wednesday, December 13, 2023 at 6:30 p.m. or soon thereafter to hear and consider any objections submitted by any interested persons with respect to the Great Pines Manors Subdivision Special Assessment District petition, the Special Assessment District program, and the assessing of the cost thereof to the Special Assessment District.

Roll call:

Ayes: Wright, Nold, Colvin, Payne, Ferrari, Charles, Curtis

Nays: None

Absent: None

Motion Carried.

2023 Delinquent Oakland County Roads Resolution

Treasurer Ferrari moved, Trustee Payne seconded, to approve the 2023 Delinquent Oakland County Roads Resolution as presented in the amount of \$11,391.81 and authorize it to be placed on the 2023 Winter Tax Roll.

Roll call:

Ayes: Charles, Wright, Ferrari, Nold, Payne, Colvin, Curtis

Nays: None

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
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Absent: None

Motion Carried.

CDBG 2024-2025 Funding Discussion

Treasurer Ferrari moved, Trustee Nold seconded, that the Charter Township of Oxford Board of Trustees formally agrees to allocate its 2024 Community Development Block Grant (CDBG) Funds in the following manner:

\$24,947.00 for the mobile home minor home repair program for mobile homes within Lake Villa and Parkhurst that is administered through Oakland County CDBG.

\$4,400.00 to provide Oxford Township residents with emergency food assistance.

In the case that CDBG funding comes in less than anticipated, the allocation for the mobile home minor home repair program is to be reduced appropriately. The Charter Township of Oxford Board of Trustees also authorizes CDBG Coordinator Joseph G. Ferrari to prepare all the necessary documents and authorizes Supervisor Jack L. Curtis to sign the 2024 annual CDBG submittal, 2024 Sub-recipient Agreement (when made available) and the Conflict of Interest Certification on behalf of the Township.

Roll call:

Ayes: Nold, Payne, Colvin, Charles, Wright, Ferrari, Curtis

Nays: None

Absent: None

Motion Carried.

NEW BUSINESS

Ed Hunwick Resignation from Planning Commission

Treasurer Ferrari moved, Trustee Nold seconded, to accept the resignation of Ed Hunwick from the Oxford Township Planning Commission, with regrets, effective December 31, 2023.

Roll call:

Ayes: Wright, Ferrari, Charles, Colvin, Nold, Payne, Curtis

Nays: None

Absent: None

Motion Carried.

Appointment to the Planning Commission to Fill Vacant Position

Trustee Charles moved, Treasurer Ferrari seconded, to appoint Donald J. Wloszek to the position of Planning Commissioner effective January 1, 2024, based on the recommendation of Supervisor Curtis. Mr. Wloszek will fill the vacant position for the remainder of Ed Hunwick's appointment expiration date of 12/31/2025.

Roll call:

Ayes: Colvin, Payne, Nold, Ferrari, Wright, Curtis, Charles

Nays: None

Absent: None

Motion Carried.

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
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395 Franklin Lake Circle Water Bill Adjustment Request

Clerk Wright moved, Trustee Nold seconded, to deny the request for a \$162.69 reduction to the August 2023 water bill for 395 Franklin Lake Circle.

Roll call:

Ayes: Nold, Wright, Ferrari, Charles, Payne, Colvin, Curtis

Nays: None

Absent: None

Motion Carried.

2024 Holiday Schedule

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the Charter Township of Oxford 2024 Holiday schedule as presented.

Roll call:

Ayes: Wright, Ferrari, Charles, Nold, Payne, Colvin, Curtis

Nays: None

Absent: None

Motion Carried.

Badge Access for Township Hall

Treasurer Ferrari moved, Trustee Nold seconded, to waive the Procurement Policy bid process and accept the quote from Allcomm in the amount of \$58,275.90 for the purchase and installation of badge entry points throughout the Township Hall. I further authorize Supervisor Jack Curtis to sign the contract on behalf of the Charter Township of Oxford. This \$58,275.90 to be expensed to Account No. 101-265-976.000 Additions and Improvements.

Roll call:

Ayes: Charles, Wright, Ferrari, Nold, Payne, Colvin, Curtis

Nays: None

Absent: None

Motion Carried.

ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION OR DISCUSSION

None.

PUBLIC COMMENT

Four citizens spoke during this portion of public comment.

BOARD OF TRUSTEES COMMENTS

Trustee Charles asked if there is an update from the Master Plan Steering Committee. Supervisor Curtis stated that there is no update.

Treasurer Ferrari stated that there are pros and cons on each side of the single waste hauler issue.

Treasurer Ferrari stated that over the last twelve months the Township has earned over \$1 million in interest through Michigan Class (5/3 Bank).

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
WEDNESDAY, NOVEMBER 8, 2023

Trustee Nold explained that tonight's action by the Board does not authorize the Township to advertise for bids for waste hauling. Tonight's action simply authorizes the committee to continue to work on the issue.

Trustee Colvin stated that the DDA will be holding its annual Soup & Sweet Stroll on December 1, 2023.

Supervisor Curtis stated that the agreement has been signed to proceed with the OCSO substation expansion. Additional storage for the Clerk's department has been added, as well as access to the storage area.

Supervisor Curtis stated that there are several bills affecting the community that will likely be acted on by the legislature before the end of the year. He urged everyone to remain informed regarding these bills.

ADJOURNMENT

Treasurer Ferrari moved, Trustee Charles seconded, to adjourn the meeting at 7:52 p.m.

Ayes: 7 Nays: 0 Absent: 0

Motion Carried.

Jack Curtis, Supervisor

Curtis Wright, Clerk

Approved:
/smm

CASH SUMMARY BY FUND FOR OXFORD TOWNSHIP

FROM 10/01/2023 TO 10/31/2023

FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2023	Total Debits	Total Credits	Ending Balance 10/31/2023
100	GENERAL CLEARING FUND	3,675.40	1,856,154.76	1,856,131.42	3,698.74
101	GENERAL FUND	7,251,475.57	709,494.87	1,320,665.42	6,640,305.02
151	CEMETERY TRUST FUND	28,000.00	0.00	0.00	28,000.00
204	ROAD FUND	5,019.62	3.28	0.00	5,022.90
206	OXFORD FIRE DEPARTMENT FUND	4,921,501.89	754,037.36	1,079,313.50	4,596,225.75
207	POLICE CONTRACTING (OCSO) FUND	4,362,904.48	362,475.18	598,529.60	4,126,850.06
208	PARKS & RECREATION FUND	979,189.05	173,967.36	214,773.81	938,382.60
209	CEMETERY MAINTENANCE FUND	83,804.68	390.64	0.00	84,195.32
210	ADVANCE LIFE SUPPORT FUND	0.00	0.00	0.00	0.00
211	FIRE & EMS OPERATING FUND	820.00	0.00	0.00	820.00
239	TELECOMMUNICATION FUND	37,223.13	6,126.44	0.00	43,349.57
249	BUILDING DEPARTMENT FUND	389,629.95	105,172.62	101,602.12	393,200.45
296	CABLE TV FUND	276,423.08	43,534.85	72,744.06	247,213.87
297	SAFETY PATH FUND	326,737.11	70,255.76	137,191.25	259,801.62
298	POLLY ANN TRAIL FUND	247,566.39	5,447.84	8,553.47	244,460.76
308	PARKS DEBT FUND	26,603.86	1,270.52	0.00	27,874.38
371	LIBRARY DEBT SERVICE	0.00	0.00	0.00	0.00
396	FIRE DEBT FUND	0.00	0.00	0.00	0.00
431	PARKS CONSTRUCTION BOND FUND	(6.91)	0.00	0.00	(6.91)
470	MUNICIPAL BUILDING FUND	0.00	0.00	0.00	0.00
590	SEWER FUND	2,257,459.07	1,069,302.95	876,854.21	2,449,907.81
591	WATER FUND	3,030,273.09	77,292.81	44,665.03	3,062,907.87
699	PAYROLL FUND	127.21	96,246.45	96,246.03	127.63
701	TRUST & AGENCY FUND	1,470,067.36	262,555.49	476,757.97	1,255,864.88
703	TAX FUND	20,448,752.37	40,813,880.46	60,975,022.07	287,610.76
	TOTAL - ALL FUNDS	46,147,246.40	46,407,609.64	67,859,049.96	24,695,806.08



Clerk's Report OCTOBER 2023

FUND BUDGET SUMMARY

Updated: December 6, 2023

<u>Fund</u>	<u>*Fund Equity</u>	<u>Monthly Revenue</u>	<u>Monthly Expenses</u>	<u>Monthly Var</u>	<u>YTD Revenue</u>	<u>YTD Expenses</u>	<u>TYD Var</u>
	<u>Account # 391.000</u>						
101 - General	\$ 5,283,560.00	\$ 46,600.67	\$ 656,890.42	\$ (610,289.75)	\$ 3,295,523.56	\$ 3,293,037.42	\$ 2,486.14
204 - Road	\$ 63,986.00	\$ 3.28	\$ -	\$ 3.28	\$ 70,650.43	\$ 103,769.34	\$ (33,118.91)
206 - Oxford Fire Dept.	\$ 2,935,306.00	\$ 129,104.89	\$ 454,607.97	\$ (325,503.08)	\$ 5,851,625.22	\$ 4,498,812.63	\$ 1,352,812.59
207 - Police Contracting	\$ 2,547,693.00	\$ 57,475.18	\$ 293,529.60	\$ (236,054.42)	\$ 4,003,136.19	\$ 2,965,713.63	\$ 1,037,422.56
208 - Parks & Rec	\$ 557,664.00	\$ 74,703.03	\$ 115,429.85	\$ (40,726.82)	\$ 2,012,003.55	\$ 1,674,523.35	\$ 337,480.20
209 - Cemetery	\$ 87,602.00	\$ 390.64	\$ -	\$ 390.64	\$ 4,122.00	\$ 7,528.80	\$ (3,406.80)
239 - Telecommunications	\$ 50,163.00	\$ 6,126.44	\$ -	\$ 6,126.44	\$ 20,935.42	\$ 27,749.07	\$ (6,813.65)
249 - Building Dept	\$ 1,041,707.00	\$ 54,862.62	\$ 51,292.12	\$ 3,570.50	\$ 616,066.75	\$ 448,706.08	\$ 167,360.67
296 - Cable	\$ 337,961.00	\$ 1,172.23	\$ 30,363.10	\$ (29,190.87)	\$ 249,975.67	\$ 271,578.53	\$ (21,602.86)
297 - Safety Path	\$ 319,254.00	\$ 1,255.76	\$ 68,191.25	\$ (66,935.49)	\$ 63,954.99	\$ 123,398.88	\$ (59,443.89)
298 - Polly Ann Trail	\$ 191,562.00	\$ 1,147.84	\$ 4,253.47	\$ (3,105.63)	\$ 103,697.21	\$ 50,798.78	\$ 52,898.43
308 - Parks Debt Fund	\$ 33,135.00	\$ 1,270.52	\$ -	\$ 1,270.52	\$ 226,034.16	\$ 231,293.91	\$ (5,259.75)
590 - Sewer	\$ 2,331,112.00	\$ (692,908.41)	\$ 379,866.98	\$ (1,072,775.39)	\$ 2,470,903.56	\$ 2,531,719.34	\$ (60,815.78)
591 - Water	\$ 3,051,625.00	\$ 33,137.81	\$ 510.03	\$ 33,647.84	\$ 1,301,203.41	\$ 1,405,265.74	\$ (104,062.33)
	\$ 18,832,330.00	\$ (285,657.50)	\$ 2,054,934.79	\$ (2,339,572.23)	\$ 20,289,832.12	\$ 17,633,895.50	\$ 2,655,936.62

*Per 2022 Audit

MEMO

TO: BOARD OF TRUSTEES
FROM: CURTIS W. WRIGHT, CLERK
DATE: 12/08/23
RE: TOTAL MONTHLY BILLS -November



		Pre Paid	To be paid
101	General Fund	\$ 45,221.73	\$ 241,500.25
204	Road Fund	\$ -	\$ -
206	Oxford Fire Dept.	\$ 382,067.49	\$ 2,910.00
207	Police (OCSO)	\$ 23,762.65	\$ 2,500.00
208	Parks & Recreation	\$ 207,670.77	\$ -
209	Cemetery Maintenance	\$ -	\$ -
239	Telecommunications	\$ -	\$ -
249	Building Department	\$ 7,905.26	\$ 17,981.00
296	Cable TV	\$ 6,435.73	\$ 101.53
297	Safety Path	\$ 64,739.70	\$ 93,750.72
298	Polly Ann Trail	\$ 361.25	\$ 14,062.35
308	Parks Debt Fund	\$ -	\$ -
590	Sewer	\$ 1,885.40	\$ 320.00
591	Water	\$ 500.00	\$ 5,305.00
701	Trust & Agency	\$ 10,985.00	\$ 12,261.25
703	Tax	\$ -	\$ -
	Payroll, November (Twp.)	\$ 74,430.94	\$ -
	Payroll, November (Fire Dept.)	\$ 214,589.00	\$ -
	Payroll, November (Parks & Rec)	\$ 40,303.28	\$ -
	Payroll, November (Cable)	\$ 17,502.72	\$ -
	Total	\$ 1,098,360.92	\$ 390,692.10

CURRENT AGENDA ITEM

Post Date GL Number	Journal	Summ/Det	Ref # Description	DR Amount	CR Amount
11/15/2023	CD	S	118263	SUMMARY CD 11/15/2023	
100-000-001.000			CHECKING ACCOUNT OXFORD BANK		571,715.80
100-000-084.101			DUE FROM GENERAL FUND	9,070.72	
100-000-084.206			DUE FROM OXFORD FIRE DEPT	314,036.27	
100-000-084.207			DUE FROM POLICE	1,474.68	
100-000-084.208			DUE FROM PARKS & REC	170,902.14	
100-000-084.249			DUE FROM BUILDING DEPARTMENT	2,238.95	
100-000-084.296			DUE FROM CABLE	1,010.05	
100-000-084.297			DUE FROM SAFETY PATH	64,739.70	
100-000-084.298			DUE FROM POLLY ANN TRAIL FUND	361.25	
100-000-084.590			DUE FROM SEWER	797.04	
100-000-084.591			DUE FROM WATER	500.00	
100-000-084.701			DUE FROM TRUST & AGENCY	6,585.00	
101-000-202.000			ACCOUNTS PAYABLE	9,070.72	
101-000-215.000			DUE TO		9,070.72
206-000-202.000			ACCOUNTS PAYABLE	314,036.27	
206-000-215.000			DUE TO CLEARING FUND		314,036.27
207-000-202.000			ACCOUNTS PAYABLE	1,474.68	
207-000-215.000			DUE TO CLEARING FUND		1,474.68
208-000-202.000			ACCOUNTS PAYABLE	170,902.14	
208-000-215.000			DUE TO CLEARING FUND		170,902.14
249-000-202.000			ACCOUNTS PAYABLE	2,238.95	
249-000-215.000			DUE TO CLEARING FUND		2,238.95
296-000-202.000			ACCOUNTS PAYABLE	1,010.05	
296-000-215.000			DUE TO CLEARING FUND		1,010.05
297-000-202.000			ACCOUNTS PAYABLE	64,739.70	
297-000-215.000			DUE TO CLEARING FUND		64,739.70
298-000-202.000			ACCOUNTS PAYABLE	361.25	
298-000-215.000			DUE TO CLEARING FUND		361.25
590-000-202.000			ACCOUNTS PAYABLE	797.04	
590-000-215.000			DUE TO CLEARING FUND		797.04
591-000-202.000			ACCOUNTS PAYABLE	500.00	
591-000-215.000			DUE TO CLEARING FUND		500.00
701-000-202.000			ACCOUNTS PAYABLE	6,585.00	
701-000-215.000			DUE TO OTHER FUNDS		6,585.00
				<u>1,143,431.60</u>	<u>1,143,431.60</u>
				<u>1,143,431.60</u>	<u>1,143,431.60</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
11/15/2023	029	69413	ADKISON, NEED & ALLEN, & RENTROP	LEGAL FEES	826.000	257	712.50
				LEGAL FEES	826.000	257	125.00
				CHECK 029 69413 TOTAL FOR FUND 101:			<u>837.50</u>
11/15/2023	029	69420	APPLIED INNOVATION	MAINTENANCE EQUIPMENT	933.000	267	217.55
11/15/2023	029	69428	CHARLOTTE WARNKE	MILEAGE/MEALS ON WHEELS	860.002	695	121.85
11/15/2023	029	69431	CHRISTOPHER CARNACCHIO	MISCELLANEOUS	962.000	171	48.75
11/15/2023	029	69433*#	COUNTY WASTE	TRASH DISPOSAL	929.000	265	164.00
11/15/2023	029	69434	DAFOE'S FEED	MAINTENANCE BLDG/GROUNDS	931.000	265	882.00
11/15/2023	029	69437*#	DTE ENERGY	UTILITIES STREET LIGHTS	926.000	448	1,213.22
11/15/2023	029	69441	FP FINANCE PROGRAM	POSTAGE	730.000	267	263.00
11/15/2023	029	69445	GENESEE VALLEY VAULT, INC	FEES CEMETERY OPENING/CLOSING	712.011	567	1,000.00
				FEES CEMETERY - FOUNDATION EXPENSE	712.012	567	690.00
				CHECK 029 69445 TOTAL FOR FUND 101:			<u>1,690.00</u>
11/15/2023	029	69450*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	270	44.46
11/15/2023	029	69456	KELLY RICHTER	MILEAGE EXPENSE	860.000	262	17.03
11/15/2023	029	69465	MIKE IAFRATE	MILEAGE EXPENSE	860.000	701	265.28
11/15/2023	029	69466	NES PLUMBING, LLC	MAINTENANCE BLDG/GROUNDS	931.000	265	784.18
11/15/2023	029	69469	OAKLAND COUNTY CLERKS ASSOC	MEALS/LODGING EXPENSE	860.001	215	90.00
11/15/2023	029	69471	OAKLAND COUNTY TREASURER'S ASSOC	MEALS/LODGING EXPENSE	860.001	253	48.00
11/15/2023	029	69472	OAKLAND COUNTY TREASURER'S ASSOC	MEMBERSHIP DUES	829.000	253	20.00
11/15/2023	029	69479	RALPH CURTIS	MILEAGE/MEALS ON WHEELS	860.002	695	64.20
11/15/2023	029	69481	RML SERVICES LLC	JANITORIAL SERVICE	831.000	265	362.35

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
11/15/2023	029	69497#	SUSAN MCCULLOUGH	RECORDING SECRETARY	827.000	101	140.00
				MILEAGE EXPENSE	860.000	262	94.32
				RECORDING SECRETARY	827.000	701	140.00
				RECORDING SECRETARY	827.000	702	140.00
				CHECK 029 69497 TOTAL FOR FUND 101:			<u>514.32</u>
11/15/2023	029	69506*#	VIEW NEWSPAPER GROUP	LEGAL NOTICES	903.000	101	63.20
				LEGAL NOTICES	903.000	702	110.60
				CHECK 029 69506 TOTAL FOR FUND 101:			<u>173.80</u>
11/15/2023	029	69507*#	VILLAGE OF OXFORD	UTILITIES SEWER/WATER	927.000	567	251.18
11/15/2023	029	69508	VOYA RETIREMENT INS & ANNUITY CO	DEFERRED COMP	231.040	000	998.05
				Total for fund 101 GENERAL FUND			9,070.72
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
11/15/2023	029	69412	ACTIVE911, INC	SOFTWARE & SUPPORT	933.001	357	769.50
11/15/2023	029	69416*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	728.000	357	10.56
				OPERATING SUPPLIES-MEDICAL	742.000	357	19.98
				OPERATING SUPPLIES-MEDICAL	742.000	357	52.76
				EQUIPMENT	744.000	357	47.90
				EQUIPMENT	744.000	357	249.99
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	5.89
				EQUIPMENT ACQUISTION	977.000	357	39.96
				CHECK 029 69416 TOTAL FOR FUND 206:			<u>427.04</u>
11/15/2023	029	69417	AMSOIL INC	VEHICLE MAINTENANCE-MEDICAL	791.003	357	1,976.92
11/15/2023	029	69419	ANTHONY GRAYBILL	EDUCATION TRAINING	957.001	357	1,037.00
11/15/2023	029	69422	BHS INSURANCE	INSURANCE MEDICAL	716.000	357	16,038.00
11/15/2023	029	69424	BOUND TREE MEDICAL, LLC	UNIFORM EXPENSE UNIFORMS	731.000	357	44.09
				OPERATING SUPPLIES-MEDICAL	742.000	357	316.90
				OPERATING SUPPLIES-MEDICAL	742.000	357	895.33

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
				UNIFORMS-PAID ON CALL	754.000	357	44.09
				UNIFORMS-PAID ON CALL	754.000	357	66.76
				CHECK 029 69424 TOTAL FOR FUND 206:			<u>1,367.17</u>
11/15/2023	029	69433*#	COUNTY WASTE	TRASH DISPOSAL	929.000	357	200.00
11/15/2023	029	69438	EMERGENCY VEHICLES PLUS	VEHICLE MAINTENANCE-FIRE	791.001	357	84.75
				VEHICLE MAINTENANCE (LABOR)	934.001	357	499.00
				VEHICLE MAINTENANCE (LABOR)	934.001	357	86.52
				CHECK 029 69438 TOTAL FOR FUND 206:			<u>670.27</u>
11/15/2023	029	69440	FIRESTONE COMPLETE AUTO CARE	VEHICLE MAINTENANCE-MEDICAL	791.003	357	660.12
				VEHICLE MAINTENANCE (LABOR)	934.001	357	18.39
				VEHICLE MAINTENANCE (LABOR) MEDICAL	934.002	357	68.16
				CHECK 029 69440 TOTAL FOR FUND 206:			<u>746.67</u>
11/15/2023	029	69449	IMPERIALDADE	BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	1,183.20
11/15/2023	029	69450*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	357	112.32
11/15/2023	029	69457	KRISTINA SCHEFKE	UNIFORMS-PAID ON CALL	754.000	357	100.00
11/15/2023	029	69458	LEWIS MARSHALL	UNIFORMS-PAID ON CALL	754.000	357	100.00
11/15/2023	029	69464	MICHIGAN STATE FIREMEN'S ASSOC	MEMBERSHIP DUES	829.000	357	75.00
11/15/2023	029	69468	NYE UNIFORM	UNIFORM EXPENSE UNIFORMS	731.000	357	357.17
				UNIFORMS-PAID ON CALL	754.000	357	69.50
				CHECK 029 69468 TOTAL FOR FUND 206:			<u>426.67</u>
11/15/2023	029	69470	OAKLAND COUNTY MUTUAL AID ASSOCI	MEMBERSHIP DUES	829.000	357	3,300.00
11/15/2023	029	69473	OAKLAND FUELS	GAS DIESEL FUEL	780.010	357	1,349.86
11/15/2023	029	69474	PARAMOUNT BUILDING INC	MISCELLANEOUS	962.000	357	246,098.16
11/15/2023	029	69475	PREMIER OCCUPATIONAL HEALTH	PHYSICALS	836.000	357	451.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
11/15/2023	029	69477	R & R FIRE TRUCK REPAIR	VEHICLE MAINTENANCE-FIRE	791.001	357	285.60
				VEHICLE MAINTENANCE (LABOR)	934.001	357	648.30
				CHECK 029 69477 TOTAL FOR FUND 206:			<u>933.90</u>
11/15/2023	029	69480	RICOH USA INC	PRINTING & PUBLISHING	729.000	357	609.93
11/15/2023	029	69483	ROBERT FITZPATRICK	MILEAGE EXPENSE	860.000	357	159.82
11/15/2023	029	69487	SARAH RACER	MILEAGE EXPENSE	860.000	357	158.51
				EDUCATION WORKSHOPS AND CONFERENCES	957.000	357	87.39
				CHECK 029 69487 TOTAL FOR FUND 206:			<u>245.90</u>
11/15/2023	029	69495*#	STEVE'S OXFORD AUTOMOTIVE	VEHICLE MAINTENANCE (LABOR) MEDICAL	934.002	357	2,919.16
11/15/2023	029	69496*#	STONES ACE OF OXFORD	BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	33.98
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	23.96
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	39.99
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	43.27
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	9.99
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	8.99
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	40.47
				CHECK 029 69496 TOTAL FOR FUND 206:			<u>200.65</u>
11/15/2023	029	69498	THE ACCUMED GROUP	UNALLOCATED COST RECOVERY BILLING	802.001	357	5,691.58
11/15/2023	029	69501	THOMAS FECHTER	MAINTENANCE EQUIPMENT (LABOR)	933.000	357	200.00
11/15/2023	029	69502	TOOL SPORT & SIGN CO, INC	UNIFORM EXPENSE UNIFORMS	731.000	357	86.00
				UNIFORMS-PAID ON CALL	754.000	357	80.00
				CHECK 029 69502 TOTAL FOR FUND 206:			<u>166.00</u>
11/15/2023	029	69504*#	VERIZON WIRELESS	CELL PHONES	854.000	357	30.04
11/15/2023	029	69505	VFIS	INSURANCE LIABILITY-VFIS	955.000	357	4,444.47

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
				INSURANCE FIREFIGHTERS	955.010	357	3,786.03
				FLEET INSURANCE	955.020	357	8,230.50
				CHECK 029 69505 TOTAL FOR FUND 206:			<u>16,461.00</u>
11/15/2023	029	69507*#	VILLAGE OF OXFORD	UTILITIES SEWER/WATER	927.000	357	188.33
				UTILITIES WATER	927.001	357	752.20
				CHECK 029 69507 TOTAL FOR FUND 206:			<u>940.53</u>
11/15/2023	029	69509	WONDER CLEANERS	DRY CLEANING	723.000	357	367.00
11/15/2023	029	69510	XTREME SHREDS	OFFICE SUPPLIES	728.000	357	50.00
11/15/2023	029	69511	ZOLL MEDICAL CORPORATION	MAINTENANCE EQUIPMENT (LABOR)	933.000	357	8,292.50
				MAINTENANCE EQUIPMENT (LABOR)	933.000	357	339.48
				CHECK 029 69511 TOTAL FOR FUND 206:			<u>8,631.98</u>
				Total for fund 206 OXFORD FIRE DEPARTMENT FUND			314,036.27
Fund: 207 POLICE CONTRACTING (OCSO) FUND							
11/15/2023	029	69415	AKA ARCHITECTS INC	SUBSTATION EXPANSION	976.002	302	1,470.00
11/15/2023	029	69450*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	302	4.68
				Total for fund 207 POLICE CONTRACTING (OCSO) FU			1,474.68
Fund: 208 PARKS & RECREATION FUND							
11/15/2023	029	69411	2024 SUMMER TOURNAMENTS	OPER. SUPPLIES YOUTH SOFTBALL			** VOIDED **
			Void Reason:	CHANGE OF VENDOR NAME			
11/15/2023	029	69414	AIRGAS USA, LLC	MAINTENANCE BUILDINGS - SEYMOUR	931.661	757	38.81
11/15/2023	029	69421	ARMADA FASTPITCH	OPER. SUPPLIES YOUTH SOFTBALL	740.621	752	1,100.00
11/15/2023	029	69423	BIANCO TOURS	PROF/CONT TRAVEL	816.671	758	864.00
				PROF/CONT TRAVEL	816.671	758	2,109.00
				CHECK 029 69423 TOTAL FOR FUND 208:			<u>2,973.00</u>
11/15/2023	029	69426	CARDCONNECT	RENTAL FEES LEASED OFFICE EQUIPMENT	943.001	751	25.00
11/15/2023	029	69427	CARLISLE/WORTMAN ASSOCIATES	PLANNER/PROF SERVICES- MASTER PLAN	801.001	751	4,917.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
11/15/2023	029	69429*#	CHARTER COMMUNICATIONS	TELEPHONE	853.000	751	159.71
11/15/2023	029	69437*#	DTE ENERGY	UTILITIES - ELECTRIC - SEYMOUR LAKE P	921.661	767	21.00
11/15/2023	029	69439	FENTON TIGERS TRAVEL BASEBALL	OPER. SUPPLIES YOUTH SOFTBALL	740.621	752	475.00
11/15/2023	029	69443	GABRIELA ORZA	PROF/CONT ART	816.650	752	98.00
11/15/2023	029	69444	GAME TIME	CAPITAL OUTLAY	970.001	751	146,928.14
11/15/2023	029	69446	HOME DEPOT CREDIT SERVICES	MAINTENANCE BLDG & GROUNDS-CIVIC CENT	931.665	751	28.96
11/15/2023	029	69450*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	757	4.68
11/15/2023	029	69451	J.R. ENGLAND	MAINTENANCE BUILDINGS - STONY	931.660	757	1,400.00
11/15/2023	029	69461	MADISON MACY	OPER. SUPPLIES YOUTH SOFTBALL	740.621	752	832.50
11/15/2023	029	69476*#	PRIORITY WASTE, LLC	TRASH DISPOSAL-STONY	929.660	757	42.10
				TRASH DISPOSAL-STONY	929.660	757	120.29
				TRASH DISPOSAL-STONY	929.660	757	30.00
				CHECK 029 69476 TOTAL FOR FUND 208:			<u>192.39</u>
11/15/2023	029	69478	RAISE THE BAR	OPER. SUPPLIES YOUTH GIRLS BASKETBALL	740.624	752	765.00
11/15/2023	029	69484	ROSY BROTHERS, INC.	MAINTENANCE MOWER/EQUIPMENT REPAIRS	932.101	757	410.27
11/15/2023	029	69485	RYBICKI TOURS	PROF/CONT TRAVEL	816.671	758	278.00
11/15/2023	029	69489	SPENCER OIL CO	GAS/DIESEL SEYMOUR	934.661	757	266.28
				GAS/DIESEL SEYMOUR	934.661	757	1,127.35
				CHECK 029 69489 TOTAL FOR FUND 208:			<u>1,393.63</u>
11/15/2023	029	69490	STATE OF MICHIGAN	MAINTENANCE BUILDINGS - SEYMOUR	931.661	757	171.92
				MAINTENANCE BUILDINGS - SEYMOUR	931.661	757	171.92
				CHECK 029 69490 TOTAL FOR FUND 208:			<u>343.84</u>
11/15/2023	029	69491	STATE OF MICHIGAN	MAINTENANCE BUILDINGS - SEYMOUR	931.661	757	171.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
11/15/2023	029	69492	STATE OF MICHIGAN	MAINTENANCE BUILDINGS - SEYMOUR	931.661	757	171.92
11/15/2023	029	69493	STATE OF MICHIGAN	MAINTENANCE BUILDINGS - STONY	931.660	757	171.92
11/15/2023	029	69494	STEINKOPF & SONS WHOLESALE NURSE	PARK MEMORIALS	974.700	757	5,675.00
11/15/2023	029	69495*#	STEVE'S OXFORD AUTOMOTIVE	VEHICLE MAINTENANCE (LABOR)	934.001	757	188.84
11/15/2023	029	69496*#	STONES ACE OF OXFORD	MAINTENANCE BUILDINGS - SEYMOUR	931.661	757	11.99
11/15/2023	029	69499	THE BENEFIT ADVANTAGE, INC	LEGAL FEES	826.000	751	250.00
11/15/2023	029	69500	THOMAS COATOAM	PROF/CONT SELECT SOCCER LEAGUE	816.637	752	790.00
11/15/2023	029	69503	U.S. BANK EQUIPMENT FINANCE	RENTAL FEES LEASED OFFICE EQUIPMENT	943.001	751	229.22
11/15/2023	029	69504*#	VERIZON WIRELESS	CELL PHONES	854.000	752	102.36
				CELL PHONES	854.000	757	102.36
				CELL PHONES	854.000	758	51.18
				CHECK 029 69504 TOTAL FOR FUND 208:			255.90
				Total for fund 208 PARKS & RECREATION FUND			170,302.14
Fund: 249 BUILDING DEPARTMENT FUND							
11/15/2023	029	69450*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	289	11.70
11/15/2023	029	69453	Jacklyn Contracting, LLC	Comm - Annual Inspection Fee	496.000	000	1,500.00
				Comm - Plan Review Fee	496.000	000	250.00
				CHECK 029 69453 TOTAL FOR FUND 249:			1,750.00
11/15/2023	029	69462	METCOM	OFFICE SUPPLIES	728.000	289	477.25
				Total for fund 249 BUILDING DEPARTMENT FUND			2,238.95
Fund: 296 CABLE TV FUND							
11/15/2023	029	69429*#	CHARTER COMMUNICATIONS	TELEPHONE WEB/ATT	853.001	296	693.70
11/15/2023	029	69435	DANIEL ZWIEZ	MILEAGE EXPENSE	860.000	296	31.44

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 296 CABLE TV FUND							
11/15/2023	029	69436	DAVID F KENNY	MILEAGE EXPENSE	860.000	296	46.51
11/15/2023	029	69442	GA BUSINESS PURCHASER LLC	SERVICES PROFESSIONAL	819.001	296	76.21
11/15/2023	029	69454	JASON SCROCK	MILEAGE EXPENSE	860.000	296	22.27
11/15/2023	029	69455	JOSEPH CALHOUN	MILEAGE EXPENSE	860.000	296	47.82
11/15/2023	029	69476*#	PRIORITY WASTE, LLC	TRASH DISPOSAL	929.000	296	42.10
11/15/2023	029	69486	SARAH MACY	OFFICE SUPPLIES	728.000	296	50.00
Total for fund 296 CABLE TV FUND							1,010.05
Fund: 297 SAFETY PATH FUND							
11/15/2023	029	69452	JACKLYN CONTRACTING	LAKEVILLE SAFETY PATH	808.007	852	64,739.70
Total for fund 297 SAFETY PATH FUND							64,739.70
Fund: 298 POLLY ANN TRAIL FUND							
11/15/2023	029	69482	ROBERT BROOKS	MAINTENANCE OF GROUNDS	932.000	853	361.25
Total for fund 298 POLLY ANN TRAIL FUND							361.25
Fund: 590 SEWER FUND							
11/15/2023	029	69416*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	728.000	527	14.94
11/15/2023	029	69506*#	VIEW NEWSPAPER GROUP	M24 SEWER EXTENSION S.A.D.	962.025	527	782.10
Total for fund 590 SEWER FUND							797.04
Fund: 591 WATER FUND							
11/15/2023	029	69448	HUNTINGTON NATIONAL BANK	FEES ADMINISTRATIVE	727.000	538	500.00
Total for fund 591 WATER FUND							500.00
Fund: 701 TRUST & AGENCY FUND							
11/15/2023	029	69418	Anthony and Samantha Todaro	BSER022-23 - PB23-0043	283.000	000	600.00
11/15/2023	029	69425	Brian and Janet Gravelle	BSER021-23 - PB23-0027	283.000	000	600.00
11/15/2023	029	69430	Christopher and Patricia Pudelek	BSER111-22 - PZ22-0190	283.000	000	600.00
11/15/2023	029	69432	CLEARVIEW HOMES, LLC	BSER084-22 - PSE22-0066	283.000	000	500.00
11/15/2023	029	69447	Howard Studt Jr	BC216-22 - PB22-0213	283.000	000	400.00
11/15/2023	029	69459	Lisa M Foster	BSER004-23 - PZ22-0111	283.000	000	600.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 TRUST & AGENCY FUND							
11/15/2023	029	69460	Luong Gia Tran and Qiong Ull Li	BSER007-23 - PSE22-0039	283.000	000	500.00
11/15/2023	029	69463	Michael and Kristyn Babe	BSER115-22 - PSE22-0088	283.000	000	600.00
11/15/2023	029	69467	Nixon Holdings LLC	BTA23-0005	283.001	000	985.00
11/15/2023	029	69488	SILVERADO CUSTOM HOMES INC	BSER077-22 - PSE22-0052	283.000	000	600.00
				BSER024-23 - PB23-0042	283.000	000	600.00
				CHECK 029 69488 TOTAL FOR FUND 701:			<u>1,200.00</u>
				Total for fund 701 TRUST & AGENCY FUND			6,585.00
			TOTAL - ALL FUNDS				571,115.80

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Post Date GL Number	Journal	Summ/Det	Ref # Description	DR Amount	CR Amount
11/30/2023	CD	S	118490	SUMMARY CD 11/30/2023	
100-000-001.000			CHECKING ACCOUNT OXFORD BANK		179,819.18
100-000-084.101			DUE FROM GENERAL FUND	36,151.01	
100-000-084.206			DUE FROM OXFORD FIRE DEPT	68,031.22	
100-000-084.207			DUE FROM POLICE	22,287.97	
100-000-084.208			DUE FROM PARKS & REC	36,768.63	
100-000-084.249			DUE FROM BUILDING DEPARTMENT	5,666.31	
100-000-084.296			DUE FROM CABLE	5,425.68	
100-000-084.590			DUE FROM SEWER	1,088.36	
100-000-084.701			DUE FROM TRUST & AGENCY	4,400.00	
101-000-202.000			ACCOUNTS PAYABLE	36,151.01	
101-000-215.000			DUE TO		36,151.01
206-000-202.000			ACCOUNTS PAYABLE	68,031.22	
206-000-215.000			DUE TO CLEARING FUND		68,031.22
207-000-202.000			ACCOUNTS PAYABLE	22,287.97	
207-000-215.000			DUE TO CLEARING FUND		22,287.97
208-000-202.000			ACCOUNTS PAYABLE	36,768.63	
208-000-215.000			DUE TO CLEARING FUND		36,768.63
249-000-202.000			ACCOUNTS PAYABLE	5,666.31	
249-000-215.000			DUE TO CLEARING FUND		5,666.31
296-000-202.000			ACCOUNTS PAYABLE	5,425.68	
296-000-215.000			DUE TO CLEARING FUND		5,425.68
590-000-202.000			ACCOUNTS PAYABLE	1,088.36	
590-000-215.000			DUE TO CLEARING FUND		1,088.36
701-000-202.000			ACCOUNTS PAYABLE	4,400.00	
701-000-215.000			DUE TO OTHER FUNDS		4,400.00
				<u>359,638.36</u>	<u>359,638.36</u>
				<u><u>359,638.36</u></u>	<u><u>359,638.36</u></u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
11/30/2023	029	69512	AARON'S LAWN IN ORDER LLC	CONTRACT CEMETERY MAINTENANCE	825.000	567	5,700.00
11/30/2023	029	69520*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	270	18,247.03
				INSURANCE MEDICAL - OLD FIRE FUND	716.001	270	628.93
				INSURANCE MEDICAL - OLD POLICE FUND	716.002	270	1,197.78
				INSURANCE MEDICAL - OLD POLICE FUND	716.002	270	1,426.41
				CHECK 029 69520 TOTAL FOR FUND 101:			<u>21,500.15</u>
11/30/2023	029	69532	FOREST GREEN LAWN SERVICES INC	MAINTENANCE GROUNDS	932.001	265	500.00
11/30/2023	029	69535	GENESEE VALLEY VAULT, INC	FEES CEMETERY OPENING/CLOSING	712.011	567	600.00
				FEES CEMETERY OPENING/CLOSING	712.011	567	2,052.00
				CHECK 029 69535 TOTAL FOR FUND 101:			<u>2,652.00</u>
11/30/2023	029	69540*#	HI-HILL LAWN SERVICE	MAINTENANCE GROUNDS	932.001	265	239.58
11/30/2023	029	69542*#	J.C. EHRlich	MAINTENANCE BLDG/GROUNDS	931.000	265	84.52
11/30/2023	029	69543*#	JANI-KING OF MICHIGAN, INC	JANITORIAL SERVICE	831.000	265	1,220.97
				JANITORIAL SERVICE	831.000	265	976.80
				CHECK 029 69543 TOTAL FOR FUND 101:			<u>2,197.77</u>
11/30/2023	029	69544	JANICE GIBB	MILEAGE/MEALS ON WHEELS	860.002	695	34.74
11/30/2023	029	69550	JOSEPH G. FERRARI	MILEAGE EXPENSE	860.000	253	22.27
11/30/2023	029	69551*#	KCL GROUP BENEFITS	INSURANCE MEDICAL	716.000	270	373.40
11/30/2023	029	69557*#	MISWITCH COMMUNICATIONS, INC	TELEPHONE	853.000	265	843.45
11/30/2023	029	69562*#	O.C.W.R.C.	UTILITIES WATER	927.001	265	247.88
				UTILITIES WATER	927.001	265	94.23
				CHECK 029 69562 TOTAL FOR FUND 101:			<u>342.11</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
11/30/2023	029	69568#	QUILL	MISCELLANEOUS	962.000	253	13.79
				OFFICE SUPPLIES	728.000	267	7.49
				CHECK 029 69568 TOTAL FOR FUND 101:			<u>21.28</u>
11/30/2023	029	69569	RICOH USA INC	MAINTENANCE EQUIPMENT	933.000	267	57.76
11/30/2023	029	69574	SHORELINE INVESTMENT SERVICES	MAINTENANCE BLDG/GROUNDS	931.000	265	65.00
				MAINTENANCE BLDG/GROUNDS	931.000	265	65.00
				CHECK 029 69574 TOTAL FOR FUND 101:			<u>130.00</u>
11/30/2023	029	69576#	STAPLES BUSINESS CREDIT	MISCELLANEOUS	962.000	215	89.65
				MISCELLANEOUS	962.000	253	40.74
				OFFICE SUPPLIES	728.000	267	284.58
				OFFICE SUPPLIES	728.000	267	10.99
				CHECK 029 69576 TOTAL FOR FUND 101:			<u>425.96</u>
11/30/2023	029	69580	VOYA RETIREMENT INS & ANNUITY CO	DEFERRED COMP	231.040	000	1,026.02
				Total for fund 101 GENERAL FUND			36,151.01
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
11/30/2023	029	69516	AMSOIL INC	VEHICLE MAINTENANCE-MEDICAL	791.003	357	1,976.92
11/30/2023	029	69517	ANTHONY ASBURY	UNIFORM EXPENSE UNIFORMS	731.000	357	248.00
11/30/2023	029	69518	AT&T MOBILITY	TELEPHONE	853.000	357	21.25
				CELL PHONES	854.000	357	412.95
				CHECK 029 69518 TOTAL FOR FUND 206:			<u>434.20</u>
11/30/2023	029	69520*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	357	45,225.98
11/30/2023	029	69522	BOUND TREE MEDICAL, LLC	UNIFORM EXPENSE UNIFORMS	731.000	357	51.02
				UNIFORM EXPENSE UNIFORMS	731.000	357	188.32
				UNIFORM EXPENSE UNIFORMS	731.000	357	102.04
				OPERATING SUPPLIES-MEDICAL	742.000	357	22.43
				OPERATING SUPPLIES-MEDICAL	742.000	357	7.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
				OPERATING SUPPLIES-MEDICAL	742.000	357	10.05
				OPERATING SUPPLIES-MEDICAL	742.000	357	286.68
				CHECK 029 69522 TOTAL FOR FUND 206:			<u>667.54</u>
11/30/2023	029	69526	CYNERGY PRODUCTS	VEHICLE MAINTENANCE-FIRE	791.001	357	154.20
11/30/2023	029	69528	DIESEL TECH	VEHICLE MAINTENANCE-MEDICAL	791.003	357	98.05
				VEHICLE MAINTENANCE (LABOR) MEDICAL	934.002	357	3,675.00
				CHECK 029 69528 TOTAL FOR FUND 206:			<u>3,773.05</u>
11/30/2023	029	69530	EXPRESS PLUMBING, HEATING & MECHA	BUILDING MAINTENANCE - LABOR	748.001	357	195.00
11/30/2023	029	69531	FIRESTONE COMPLETE AUTO CARE	VEHICLE MAINTENANCE (LABOR) MEDICAL	934.002	357	27.74
11/30/2023	029	69537	HALT FIRE, INC.	VEHICLE MAINTENANCE-FIRE	791.001	357	313.05
11/30/2023	029	69538	HAROLD J LOVE, PLLC	PHYSICALS	836.000	357	750.00
11/30/2023	029	69539*#	HARTWICK ELECTRIC, INC.	BUILDING MAINTENANCE - LABOR	748.001	357	332.30
11/30/2023	029	69540*#	HI-HILL LAWN SERVICE	GROUNDS MAINTENANCE	932.001	357	1,350.00
11/30/2023	029	69542*#	J.C. EHRLICH	BUILDING MAINTENANCE - LABOR	748.001	357	51.98
				BUILDING MAINTENANCE - LABOR	748.001	357	51.98
				CHECK 029 69542 TOTAL FOR FUND 206:			<u>103.96</u>
11/30/2023	029	69552	LINDE GAS & EQUIPMENT INC	OPERATING SUPPLIES-MEDICAL	742.000	357	100.51
				OPERATING SUPPLIES-MEDICAL	742.000	357	104.00
				CHECK 029 69552 TOTAL FOR FUND 206:			<u>204.51</u>
11/30/2023	029	69554	MACQUEEN EMERGENCY	EQUIPMENT	744.000	357	496.40
11/30/2023	029	69556	MB GRAPHICS & PRINTING	PRINTING & PUBLISHING	729.000	357	63.00
11/30/2023	029	69558	MOTO-MEDIC INC	VEHICLE MAINTENANCE-MEDICAL	791.003	357	2,045.81
				VEHICLE MAINTENANCE (LABOR) MEDICAL	934.002	357	1,500.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND				CHECK 029 69558 TOTAL FOR FUND 206:			3,545.81
11/30/2023	029	69559	MUNICIPAL EMERGENCY SERVICES, IN	TURN-OUT GEAR	743.000	357	1,362.95
11/30/2023	029	69561	NYE UNIFORM	UNIFORM EXPENSE UNIFORMS	731.000	357	88.50
				UNIFORM EXPENSE UNIFORMS	731.000	357	335.45
				UNIFORM EXPENSE UNIFORMS	731.000	357	92.50
				UNIFORM EXPENSE UNIFORMS	731.000	357	64.00
				UNIFORM EXPENSE UNIFORMS	731.000	357	117.18
				UNIFORMS-PAID ON CALL	754.000	357	64.00
				UNIFORMS-PAID ON CALL	754.000	357	24.02
				CHECK 029 69561 TOTAL FOR FUND 206:			<u>785.65</u>
11/30/2023	029	69562*#	O.C.W.R.C.	UTILITIES WATER	927.001	357	124.49
				UTILITIES WATER	927.001	357	94.23
				CHECK 029 69562 TOTAL FOR FUND 206:			<u>218.72</u>
11/30/2023	029	69563	OAKLAND COMMUNITY COLLEGE	PHYSICALS	836.000	357	100.00
				EDUCATION TRAINING	957.001	357	1,273.45
				CHECK 029 69563 TOTAL FOR FUND 206:			<u>1,373.45</u>
11/30/2023	029	69564	OAKLAND FUELS	GAS DIESEL FUEL	780.010	357	1,535.67
11/30/2023	029	69575	STANDARD INSURANCE COMPANY	INSURANCE MEDICAL	716.000	357	2,069.76
11/30/2023	029	69581	W.S. DARLEY & CO.	EQUIPMENT	744.000	357	823.36
				Total for fund 206 OXFORD FIRE DEPARTMENT FUND			68,031.22
Fund: 207 POLICE CONTRACTING (OCSO) FUND							
11/30/2023	029	69515	AKA ARCHITECTS INC	SUBSTATION EXPANSION	976.002	302	19,250.00
11/30/2023	029	69520*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	302	1,106.23
11/30/2023	029	69543*#	JANI-KING OF MICHIGAN, INC	JANITORIAL SERVICE	831.000	302	1,220.96
				JANITORIAL SERVICE	831.000	302	651.18
				CHECK 029 69543 TOTAL FOR FUND 207:			<u>1,872.14</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 207 POLICE CONTRACTING (OCSO) FUND							
11/30/2023	029	69551*#	KCL GROUP BENEFITS	INSURANCE MEDICAL	716.000	302	59.60
Total for fund 207 POLICE CONTRACTING (OCSO) FU							22,287.97
Fund: 208 PARKS & RECREATION FUND							
11/30/2023	029	69513	ADAM BICAN	OPER. SUPPLIES SELECT SOCCER LEAGUE	740.637	752	120.00
11/30/2023	029	69519#	AT&T MOBILITY	CELL PHONES	854.000	751	47.38
				OPER. SUPPLIES SUMMER CAMP	740.550	752	11.15
CHECK 029 69519 TOTAL FOR FUND 208:							58.53
11/30/2023	029	69520*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	751	2,279.38
				INSURANCE MEDICAL	716.000	751	2,041.17
				INSURANCE MEDICAL	716.000	752	3,493.46
				INSURANCE MEDICAL	716.000	757	5,603.90
CHECK 029 69520 TOTAL FOR FUND 208:							13,417.91
11/30/2023	029	69521#	BOB'S SERVICE SHOP	MAINTENANCE BLDG & GROUNDS-CIVIC CENT	931.665	751	160.00
				SENIOR CENTER MAINTENANCE BLDG/GROUND	931.000	758	160.00
CHECK 029 69521 TOTAL FOR FUND 208:							320.00
11/30/2023	029	69523	CHARTER COMMUNICATIONS	TELEPHONE SEYMOUR LAKE PARK	853.661	757	129.98
11/30/2023	029	69527	DANIELLE SMITH	RECORDING SECRETARY	827.000	751	140.00
11/30/2023	029	69533	FRANCES CHAFFEE	REFUND TRAVEL TRIPS	964.671	758	143.00
11/30/2023	029	69534	GABRIELA ORZA	PROF/CONT ART	816.650	752	833.00
11/30/2023	029	69539*#	HARTWICK ELECTRIC, INC.	CAPITAL OUTLAY	970.001	751	13,890.00
11/30/2023	029	69541	INDEPENDENCE VILLAGE OF OXFORD	SENIOR ENRICHMENT SUPPLIES	728.402	758	852.00
				SENIOR SPECIAL EVENTS SUPPLIES	728.405	758	660.00
CHECK 029 69541 TOTAL FOR FUND 208:							1,512.00
11/30/2023	029	69555	MATT BRACCI	OPER. SUPPLIES SELECT SOCCER LEAGUE	740.637	752	270.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
11/30/2023	029	69557*#	MISWITCH COMMUNICATIONS, INC	TELEPHONE	853.000	751	194.51
11/30/2023	029	69560	MUTH YOUTH BASEBALL SOFTBALL LTD	OPER. SUPPLIES YOUTH SOFTBALL	740.621	752	600.00
11/30/2023	029	69565	OXFORD FIRE DEPARTMENT	PROF/CONT SAFETY CLASSES	816.651	752	446.20
11/30/2023	029	69567	PONTIAC-WATERFORD CHAPTER	PROF/CONT SENIOR SPECIAL EVENTS	816.405	758	150.00
11/30/2023	029	69570	ROUTE 23	PROF/CONT TRAVEL	816.671	758	2,565.00
11/30/2023	029	69572	SARAH HUCK	OPER. SUPPLIES SELECT SOCCER LEAGUE	740.637	752	220.00
11/30/2023	029	69579	TOOL SPORT & SIGN CO, INC	OPER. SUPPLIES ADULT VOLLEYBALL	740.604	752	420.00
				OPER. SUPPLIES YOUTH BOYS BASKETBALL	740.623	752	1,338.50
				CHECK 029 69579 TOTAL FOR FUND 208:			<u>1,758.50</u>
				Total for fund 208 PARKS & RECREATION FUND			36,768.63
Fund: 249 BUILDING DEPARTMENT FUND							
11/30/2023	029	69520*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	289	4,108.36
11/30/2023	029	69547	JIM SMITHER	MILEAGE EXPENSE	860.000	289	350.00
11/30/2023	029	69548	JODY KINJORSKI	MILEAGE EXPENSE	860.000	289	350.00
11/30/2023	029	69551*#	KCL GROUP BENEFITS	INSURANCE MEDICAL	716.000	289	157.95
11/30/2023	029	69566	PATRICK H PAYNE	MILEAGE EXPENSE	860.000	289	350.00
11/30/2023	029	69578	TOM BERGER	MILEAGE EXPENSE	860.000	289	350.00
				Total for fund 249 BUILDING DEPARTMENT FUND			5,666.31
Fund: 296 CABLE TV FUND							
11/30/2023	029	69514	ADDISON TOWNSHIP	FEES ADDISON TWP. FRANCHISE FEES	800.001	296	5,291.03
11/30/2023	029	69545	JEBEDIAH CALHOUN	MILEAGE EXPENSE	860.000	296	50.44
11/30/2023	029	69549	JOSEPH CALHOUN	MILEAGE EXPENSE	860.000	296	20.96
11/30/2023	029	69577	T-MOBILE	TELEPHONE WEB/ATT	853.001	296	63.25
				Total for fund 296 CABLE TV FUND			5,425.68

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount	
Fund: 590 SEWER FUND								
11/30/2023	029	69536	GREAT LAKES WATER AUTHORITY	FEES COUNTY USAGE	800.003	527	1,088.36	
							Total for fund 590 SEWER FUND	1,088.36
Fund: 701 TRUST & AGENCY FUND								
11/30/2023	029	69524	CJM Builders LLC	BC183-22 - PB22-0184	283.000	000	400.00	
11/30/2023	029	69525	CLEARVIEW HOMES, LLC	BC006-22 - PB22-0002	283.000	000	500.00	
				BSER003-22 - PSE22-0001	283.000	000	500.00	
CHECK 029 69525 TOTAL FOR FUND 701:							<u>1,000.00</u>	
11/30/2023	029	69529	Enclaves of Woodbridge, LLC	BC112-22 - PB22-0104	283.000	000	400.00	
				BSER070-22 - PSE22-0048	283.000	000	500.00	
CHECK 029 69529 TOTAL FOR FUND 701:							<u>900.00</u>	
11/30/2023	029	69546	Jeffrey McKeon	BSER001-23 - PSE22-0028	283.000	000	500.00	
11/30/2023	029	69553	Ludmilla Tscherniwetz	BSER046-22 - PSE0052-21	283.000	000	500.00	
11/30/2023	029	69571	Royalton Homes LLC	BSER075-22 - PSE22-0050	283.000	000	500.00	
11/30/2023	029	69573	Shawn and Samantha Hardy	BSER020-23 - PB23-0029	283.000	000	600.00	
Total for fund 701 TRUST & AGENCY FUND							4,400.00	
TOTAL - ALL FUNDS							<u>179,819.18</u>	

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Payroll Liability

Total Cash Required		\$33,260.56
Debit for FSDD (Full Service Direct Deposit)	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$23,551.75
Debit for Taxes	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$9,708.81
Total cash required for OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968		\$33,260.56

Important Note
Your cash required total does not include your fees for service. The invoice with the details of your fees will be sent the Monday after you process your payroll with the debit from your account occurring 3 banking days later.

Payroll Liability

Total Cash Required **\$41,170.38**

Debit for Checks (Net Pay)	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$115.44
Debit for FSDD (Full Service Direct Deposit)	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$29,510.22
Debit for Taxes	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$11,544.72

Total cash required for OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968 **\$41,170.38**

Important Note

Your cash required total does not include your fees for service. The invoice with the details of your fees will be sent the Monday after you process your payroll with the debit from your account occurring 3 banking days later.

Statistical Summary

Company: 7TH - CHARTER TOWN Service Center: 0056 Great Lakes Status: Under Review
 Week#: 45 Pay Date: 11/09/2023 P/E Date: 11/04/2023
 Qtr/Year: 4/2023 Run Time/Date: 10:01:47 AM EST 11/07/2023

Taxes Debited	Federal Income Tax	13,427.73		
	Earned Income Credit Advances	0.00		
	Social Security - EE	7,039.13		
	Social Security - ER	7,039.14		
	Social Security Adj - EE	0.00		
	Medicare - EE	1,646.26		
	Medicare - ER	1,646.25		
	Medicare Adj - EE	0.00		
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	Federal Unemployment Tax	0.00		
	FMLA-PSL Payments Credit	0.00		
	FMLA-PSL ER FICA Credit	0.00		
	FMLA-PSL Health Care Premium Credit	0.00		
	Employee Retention Qualified Payments Credit	0.00		
	Employee Retention Qualified Health Care Credit	0.00		
	COBRA Premium Assistance Payments	0.00		
	State Income Tax	4,432.80		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	240.20		
	State Family Leave Insurance - EE	0.00		
	State Family Leave Insurance - ER	0.00		
	State Family Leave Insurance Adj - EE	0.00		
	State Medical Leave Insurance - EE	0.00		
	State Medical Leave Insurance - ER	0.00		
	State Medical Leave Insurance Adj - EE	0.00		
	State Cares Fund - EE	0.00		
	Transit Tax - EE	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
Workers' Benefit Fund Assessment - ER	0.00			
Local Income Tax	0.00			
School District Tax	0.00			
Total Taxes Debited	35,471.51			
Other Transfers	Full Service Direct Deposit Acct. No.XXX7204Tran/ABAXXXXXXXX	83,040.86		
	Wage Garnishments Acct. No.XXX7204Tran/ABAXXXXXXXX	688.67		
	Total Amount Debited From Your Account		119,201.04	Total Liability
Bank Debits & Other Liability	Checks	0.00		119,201.04
	Adjustments/Prepay/Voids	0.00		119,201.04
Taxes- Your Responsibility	None this payroll			119,201.04

Statistical Summary

Company: 7TH - CHARTER TOWN Service Center: 0056 Great Lakes Status: Under Review
 Week#: 47 Pay Date: 11/22/2023 P/E Date: 11/18/2023
 Qtr/Year: 4/2023 Run Time/Date: 10:05:21 AM EST 11/20/2023

Taxes Debited	Federal Income Tax	12,892.87		
	Earned Income Credit Advances	0.00		
	Social Security - EE	5,680.37		
	Social Security - ER	5,680.40	5,680.40	
	Social Security Adj - EE	0.00		
	Medicare - EE	1,328.48		
	Medicare - ER	1,328.48	1,328.48	
	Medicare Adj - EE	0.00	7,008.88	
	Medicare Surtax - EE	0.00		
	Medicare Surtax Adj - EE	0.00		
	Federal Unemployment Tax	0.00		
	FMLA-PSL Payments Credit	0.00		
	FMLA-PSL ER FICA Credit	0.00		
	FMLA-PSL Health Care Premium Credit	0.00		
	Employee Retention Qualified Payments Credit	0.00		
	Employee Retention Qualified Health Care Credit	0.00		
	COBRA Premium Assistance Payments	0.00		
	State Income Tax	3,520.49		
	Non Resident State Income Tax	0.00		
	State Unemployment Insurance - EE	0.00		
	State Unemployment Insurance Adj - EE	0.00		
	State Disability Insurance - EE	0.00		
	State Disability Insurance Adj - EE	0.00		
	State Unemployment/Disability Ins - ER	0.00		
	State Family Leave Insurance - EE	0.00		
	State Family Leave Insurance - ER	0.00		
	State Family Leave Insurance Adj - EE	0.00		
	State Medical Leave Insurance - EE	0.00		
	State Medical Leave Insurance - ER	0.00		
	State Medical Leave Insurance Adj - EE	0.00		
	State Cares Fund - EE	0.00		
	Transit Tax - EE	0.00		
	Workers' Benefit Fund Assessment - EE	0.00		
	Workers' Benefit Fund Assessment - ER	0.00		
	Local Income Tax	0.00		
	School District Tax	0.00		
	Total Taxes Debited		30,431.09	
Other Transfers	Full Service Direct Deposit Acct. No.XXX7204Tran/ABAXXXXXXXX	64,268.20		
	Wage Garnishments Acct. No.XXX7204Tran/ABAXXXXXXXX	688.67		
	Total Amount Debited From Your Account			95,387.96
Bank Debits & Other Liability	Checks	0.00		95,387.96
	Adjustments/Prepay/Voids	0.00		95,387.96
Taxes- Your Responsibility	None this payroll			95,387.96

Payroll Liability

Total Cash Required		\$20,859.15
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$15,872.73
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$4,986.42
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1		\$20,859.15

Important Note
Your cash required total does not include your fees for service. The invoice with the details of your fees will be sent the Monday after you process your payroll with the debit from your account occurring 3 banking days later.

Payroll Liability

Total Cash Required		\$19,444.13
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$14,763.63
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$4,680.50
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1		\$19,444.13

Important Note
Your cash required total does not include your fees for service. The invoice with the details of your fees will be sent the Monday after you process your payroll with the debit from your account occurring 3 banking days later.

Payroll Liability

Total Cash Required		\$8,815.05
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$6,808.16
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$2,006.89
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976		\$8,815.05

Important Note
Your cash required total does not include your fees for service. The invoice with the details of your fees will be sent the Monday after you process your payroll with the debit from your account occurring 3 banking days later.

Payroll Liability

Total Cash Required		\$8,687.67
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$6,701.57
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$1,986.10
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976		\$8,687.67

Important Note

Your cash required total does not include your fees for service. The invoice with the details of your fees will be sent the Monday after you process your payroll with the debit from your account occurring 3 banking days later.

Post Date GL Number	Journal	Summ/Det	Ref # Description	DR Amount	CR Amount
12/13/2023	CD	S	118592	SUMMARY CD 12/13/2023	
100-000-001.000			CHECKING ACCOUNT OXFORD BANK		390,692.10
100-000-084.101			DUE FROM GENERAL FUND	241,500.25	
100-000-084.206			DUE FROM OXFORD FIRE DEPT	2,910.00	
100-000-084.207			DUE FROM POLICE	2,500.00	
100-000-084.249			DUE FROM BUILDING DEPARTMENT	17,981.00	
100-000-084.296			DUE FROM CABLE	101.53	
100-000-084.297			DUE FROM SAFETY PATH	93,750.72	
100-000-084.298			DUE FROM POLLY ANN TRAIL FUND	14,062.35	
100-000-084.590			DUE FROM SEWER	320.00	
100-000-084.591			DUE FROM WATER	5,305.00	
100-000-084.701			DUE FROM TRUST & AGENCY	12,261.25	
101-000-202.000			ACCOUNTS PAYABLE	241,500.25	
101-000-215.000			DUE TO		241,500.25
206-000-202.000			ACCOUNTS PAYABLE	2,910.00	
206-000-215.000			DUE TO CLEARING FUND		2,910.00
207-000-202.000			ACCOUNTS PAYABLE	2,500.00	
207-000-215.000			DUE TO CLEARING FUND		2,500.00
249-000-202.000			ACCOUNTS PAYABLE	17,981.00	
249-000-215.000			DUE TO CLEARING FUND		17,981.00
296-000-202.000			ACCOUNTS PAYABLE	101.53	
296-000-215.000			DUE TO CLEARING FUND		101.53
297-000-202.000			ACCOUNTS PAYABLE	93,750.72	
297-000-215.000			DUE TO CLEARING FUND		93,750.72
298-000-202.000			ACCOUNTS PAYABLE	14,062.35	
298-000-215.000			DUE TO CLEARING FUND		14,062.35
590-000-202.000			ACCOUNTS PAYABLE	320.00	
590-000-215.000			DUE TO CLEARING FUND		320.00
591-000-202.000			ACCOUNTS PAYABLE	5,305.00	
591-000-215.000			DUE TO CLEARING FUND		5,305.00
701-000-202.000			ACCOUNTS PAYABLE	12,261.25	
701-000-215.000			DUE TO OTHER FUNDS		12,261.25
				<u>781,384.20</u>	<u>781,384.20</u>
				<u>781,384.20</u>	<u>781,384.20</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/13/2023	029	69582*#	CARLISLE/WORTMAN ASSOCIATES	PLANNER/PROF. SERVICES PLANNER	801.000	701	1,660.50
				PLANNER/PROF. SERVICES MASTER PLAN	801.001	701	6,348.50
				PLANNER/PROF. SERVICES	801.009	701	2,595.00
				PLANNER/PROF. SERVICES	801.009	701	2,000.00
				PLANNER/PROF. SERVICES	801.009	701	2,400.00
				PLANNER/PROF. SERVICES PLANNER	801.000	702	595.00
				CHECK 029 69582 TOTAL FOR FUND 101:			<u>15,599.00</u>
12/13/2023	029	69585	GREAT LAKES CONTRACTING SOLUTION	ARPA EXPENSES	962.002	267	169,968.75
12/13/2023	029	69596*#	SHARPE ENGINEERING	ARPA EXPENSES	962.002	267	4,082.50
				ARPA EXPENSES	962.002	267	20,635.00
				ARPA EXPENSES	962.002	267	6,372.50
				ENGINEERING FEES - GENERAL	821.000	447	700.00
				GREAT PINES S.A.D.-2023	962.030	572	1,445.00
				CHECK 029 69596 TOTAL FOR FUND 101:			<u>33,235.00</u>
12/13/2023	029	69597*#	THE KELLY FIRM	LEGAL FEES	826.000	266	6,915.00
				LEGAL FEES	826.000	266	5,910.00
				OPIOID SETTLEMENT EXPENSES	962.001	267	30.00
				ARPA EXPENSES	962.002	267	1,515.00
				ARPA LEGAL FEES	962.024	267	437.50
				MARIJUANA LEGAL FEES	962.028	267	240.00
				LEGAL FEES	826.000	701	2,475.00
				LEGAL FEES	826.000	701	465.00
				LEGAL FEES	826.000	702	1,395.00
				LEGAL FEES	826.000	702	120.00
				CHECK 029 69597 TOTAL FOR FUND 101:			<u>19,502.50</u>
12/13/2023	029	69598	THE KELLY FIRM	OPIOID SETTLEMENT EXPENSES	962.001	267	315.00
				ARPA LEGAL FEES	962.024	267	2,460.00
				MARIJUANA LEGAL FEES	962.028	267	420.00
				CHECK 029 69598 TOTAL FOR FUND 101:			<u>3,195.00</u>
				Total for fund 101 GENERAL FUND			241,500.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
12/13/2023	029	69597*#	THE KELLY FIRM	LEGAL FEES	826.000	357	1,260.00
				LEGAL FEES	826.000	357	1,650.00
				CHECK 029 69597 TOTAL FOR FUND 206:			<u>2,910.00</u>
				Total for fund 206 OXFORD FIRE DEPARTMENT FUND			2,910.00
Fund: 207 POLICE CONTRACTING (OCSO) FUND							
12/13/2023	029	69597*#	THE KELLY FIRM	LEGAL FEES	826.000	302	2,500.00
				Total for fund 207 POLICE CONTRACTING (OCSO) FU			2,500.00
Fund: 249 BUILDING DEPARTMENT FUND							
12/13/2023	029	69588	JIM SMITHER	FEES HEATING INSPECTOR	712.002	289	4,230.00
12/13/2023	029	69589*#	JODY KINJORSKI	FEES PLUMBING INSPECTOR	712.004	289	1,980.00
				FEES BUILDING INSPECTOR	712.009	289	25.00
				CHECK 029 69589 TOTAL FOR FUND 249:			<u>2,005.00</u>
12/13/2023	029	69592	PAYNE ELECTRIC LLC	FEES ELECTRIC INSPECTORS	712.001	289	3,285.00
				FEES BUILDING INSPECTOR	712.009	289	25.00
				CHECK 029 69592 TOTAL FOR FUND 249:			<u>3,310.00</u>
12/13/2023	029	69593	RICHARD VELLUCCI	FEES ELECTRIC INSPECTORS	712.001	289	45.00
12/13/2023	029	69595	ROBERT GERDS	FEES PLUMBING INSPECTOR	712.004	289	45.00
12/13/2023	029	69596*#	SHARPE ENGINEERING	ENGINEER INSPECTOR FEE	712.010	289	517.50
				SOIL EROSION INSPECTOR	712.013	289	2,445.00
				CHECK 029 69596 TOTAL FOR FUND 249:			<u>2,962.50</u>
12/13/2023	029	69597*#	THE KELLY FIRM	LEGAL FEES	826.000	289	225.00
				LEGAL FEES	826.000	289	210.00
				CHECK 029 69597 TOTAL FOR FUND 249:			<u>435.00</u>
12/13/2023	029	69599	TOM BERGER	FEES BUILDING INSPECTOR	712.009	289	4,948.50
				Total for fund 249 BUILDING DEPARTMENT FUND			17,981.00
Fund: 296 CABLE TV FUND							

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 296 CABLE TV FUND							
12/13/2023	029	69583	DAVID F KENNY	MILEAGE EXPENSE	860.000	296	22.27
12/13/2023	029	69587	JEBEDIAH CALHOUN	MILEAGE EXPENSE	860.000	296	40.61
12/13/2023	029	69590	JOSEPH CALHOUN	MILEAGE EXPENSE	860.000	296	38.65
Total for fund 296 CABLE TV FUND							101.53
Fund: 297 SAFETY PATH FUND							
12/13/2023	029	69586	JACKLYN CONTRACTING	LAKEVILLE SAFETY PATH	808.007	852	73,125.72
12/13/2023	029	69596*#	SHARPE ENGINEERING	LAKEVILLE SAFETY PATH	808.007	852	7,500.00
				ENGINEERING FEES - GENERAL	821.000	852	13,125.00
CHECK 029 69596 TOTAL FOR FUND 297:							<u>20,625.00</u>
Total for fund 297 SAFETY PATH FUND							93,750.72
Fund: 298 POLLY ANN TRAIL FUND							
12/13/2023	029	69584	DAVID VANDENBERGHE	MAINTENANCE OF GROUNDS	932.000	853	11,200.00
12/13/2023	029	69591	LINDA MORAN SERVICES, LLC	CONTRACTED SERVICES PATC	824.000	853	2,500.00
				PATMC SPONSORED EVENT EXPENSES	962.014	853	137.35
CHECK 029 69591 TOTAL FOR FUND 298:							<u>2,637.35</u>
12/13/2023	029	69594	ROBERT BROOKS	MAINTENANCE OF GROUNDS	932.000	853	225.00
Total for fund 298 POLLY ANN TRAIL FUND							14,062.35
Fund: 590 SEWER FUND							
12/13/2023	029	69589*#	JODY KINJORSKI	INSPECTOR FEES	712.000	527	45.00
12/13/2023	029	69596*#	SHARPE ENGINEERING	ENGINEERING FEES - GENERAL	821.000	527	275.00
Total for fund 590 SEWER FUND							320.00
Fund: 591 WATER FUND							
12/13/2023	029	69589*#	JODY KINJORSKI	INSPECTOR FEES	712.000	538	90.00
12/13/2023	029	69596*#	SHARPE ENGINEERING	ENGINEERING FEES - GENERAL	821.000	538	5,215.00
Total for fund 591 WATER FUND							5,305.00
Fund: 701 TRUST & AGENCY FUND							

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 TRUST & AGENCY FUND							
12/13/2023	029	69582*#	CARLISLE/WORTMAN ASSOCIATES	BTA23-0007	283.001	000	120.00
				Consultation (Escrow)	283.001	000	47.50
				CHECK 029 69582 TOTAL FOR FUND 701:			<u>167.50</u>
12/13/2023	029	69596*#	SHARPE ENGINEERING	Consultation (Escrow)	283.001	000	1,462.50
				Consultation (Escrow)	283.001	000	922.50
				Consultation (Escrow)	283.001	000	1,668.75
				Consultation (Escrow)	283.001	000	1,912.50
				BTA23-0001	283.001	000	1,417.50
				BTA23-0007	283.001	000	1,665.00
				Consultant Fees	283.001	000	540.00
				Consultation (Escrow)	283.001	000	900.00
				CHECK 029 69596 TOTAL FOR FUND 701:			<u>10,488.75</u>
12/13/2023	029	69597*#	THE KELLY FIRM	Consultation (Escrow)	283.001	000	15.00
				BTA23-0007	283.001	000	1,185.00
				BTA22-0002	283.001	000	390.00
				Consultation (Escrow)	283.001	000	15.00
				CHECK 029 69597 TOTAL FOR FUND 701:			<u>1,605.00</u>
				Total for fund 701 TRUST & AGENCY FUND			12,261.25
			TOTAL - ALL FUNDS				<u>390,692.10</u>

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Committee and Representative Reports

December 13, 2023

American Rescue Plan Act

Capital Improvement

Cemetery

Community Development Block Grant (CDBG)

Compensation

Election Commission

Hazardous Waste (NO Haz)

Highway / Roads

Master Plan Steering Committee

North Oakland Transportation Authority (NOTA)

Ordinance Review (Planning Commission)

Oxford Area Cable Communications Commission (OACCC)

Oxford Addison Youth Assistance

Oxford Downtown Development Authority

Planned Unit Development (PUD)

Planning Commission

Polly Ann Trail

Safety Path

Single Waste Hauler

Southeast Michigan Council of Governments (SEMCOG)

Spongy Moth

Union Negotiations

Village Planning Commission

Water & Sewer

Zoning Board of Appeals (ZBA)

American Rescue Plan Act Committee Report

Date: December 13, 2023

To: Board of Trustees

From: American Rescue Plan Act ("ARPA") Committee
(*Jon Nold, Margie Payne, Danielle Smith, Curtis Wright*)

Re: ARPA Update

Dear Board Members:

The ARPA Committee met November 21, 2023.

To provide you an update:

- Attached is an updated breakdown of ARPA Funds obligated to date, funds expended, and the remaining balances of the approved projects not including the recommended allocation/reallocation of the remaining funds.
- The balance of the engineering design for the Camp Oakland Pump Station has been completed and the balance of the remaining funds, **\$9,825.00**, will be recommended to be allocated toward construction of pickleball courts.
- The remaining **\$25,504.94** ARPA funds are recommended to be obligated to Oxford Township Parks and Recreation toward the construction of pickleball courts.
- The Agreement for approval to allocate **\$50,000.00** to the Oxford Public Library as a contribution for a backup generator has been received with some minor changes. The Committee has reviewed the agreement and will provide an updated copy to the Oxford Public Library for signatures to forward the funds.
- The ARPA Committee will be reviewing the requirements to qualify for an additional one percent (1%) in state funding for obligating all ARPA funds by December 31, 2023.
- A final annual report will be due April 30, 2024.

American Rescue Plan Act ("ARPA") - Use of Funds			
ARPA funds approved	Expenses	Remaining Balance	Most Recent Invoice
\$100,000	\$90,175.00	\$9,825.00	Camp Oakland Sanitary Sewer Pump Station Engineering Design funds (approved by the Township Board October 13, 2021) December 6, 2023
\$300,000	\$63,725.00	\$236,275.00	M-24 Sewer Line north of Harriet Street allocation (approved by the Township Board January 12, 2022) (a.k.a. North Area Sanitary Sewer SAD) December 6, 2023
\$89,594.50	\$89,594.50	\$0.00	Fire Radios and funding for proposed Fire Station #3 (approved by the Township Board February 9, 2022) . The remaining \$10,405.50 balance was transferred to the Proposed Fire Station #3 account resulting in a \$0.00 balance in this project account and is considered completed (approved by the Township Board April 12, 2023). February 1, 2023
\$125,000	\$39,290.74	\$85,709.26	Cemetery Maintenance improvements including drainage, paving, and tree planting (\$100,000 approved by the Township Board February 9, 2022). An additional \$25,000.00 was approved by the Township Board at the April 12, 2023 Meeting. June 2, 2022
\$482,860	\$428,075.61	\$54,784.39	Ray Road Safety Path Construction (\$150,000 approved by the Township Board February 9, 2022). (\$332,860 was approved by the Township Board at the August 9, 2023 Meeting.) October 3, 2023
\$435,405.50	\$415,506.00	\$19,899.50	Proposed Fire Station #3 (\$200,000 approved by the Township Board March 9, 2022). Well bid approved at the March 8, 2023 Board Meeting in the amount of \$41,794.00. It was rescinded at the April 12, 2023 Board Meeting and approved a bid from Layman in an amount NTE \$48,000.00. Also, transferred the \$10,405.50 remaining funds from the fire radios account to this account. Also, charged the \$4,143.13 DTE pole relocation to this account (payment to be made in the near future) . (\$225,000 approved by the Township Board May 10, 2023.) December 6, 2023
\$50,000	\$50,000.00	\$0.00	Polly Ann Trail for pooling of funds with Orion Township (\$82,000) and Addison Township (\$30,000) to apply for a future resurfacing Grant. (approved by the Township Board June 8, 2022) (Payment posted October 7, 2022) December 2, 2022
\$100,000	\$100,000.00	\$0.00	Contribution to Parks and Recreation toward the construction of a Farmers Market (approved by the Township Board September 14, 2022)(Payment posted November 30, 2022) November 30, 2022
\$8,000	\$4,997.50	\$3,002.50	Legal Fees (approved by the Township Board March 9, 2022) April 23, 2023
\$180,000	\$42,586.25	\$137,413.75	Sanitary Sewer Project for the Brabb-Dewey Subdivision (approved by the Township Board at the August 9, 2023 Meeting.) December 6, 2023
\$70,000	\$0.00	\$70,000.00	Audio and Visual upgrades to the Township Board Meeting Room (approved by the Township Board at the August 9, 2023 Meeting.) None to Date
\$50,000	\$0.00	\$50,000.00	Back up Generator contribution to the Oxford Public Library with requirement they become a warming and cooling site location and part of the Oxford Township Support Emergency Operations (approved by the Township Board at the August 9, 2023 Meeting.) None to Date
\$15,000	\$0.00	\$15,000.00	Drinking Fountain for the Helen Smith Park (approved by the Township Board at the August 9, 2023 Meeting.) None to Date
\$2,005,860.00	\$1,323,950.60	\$681,909.40	TOTALS
\$1,015,694.03	= ARPA Funds first installment received in 2021		
\$1,015,670.91	= ARPA Funds second installment received in 2022		
\$2,031,364.94	= Total ARPA Funds received		
\$25,504.94	= Current Balance of Remaining ARPA Funds to be allocated		

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Capital Improvement Committee
(Jack Curtis, Catherine Colvin, Jon Nold)

Re. Capital Improvement Committee Update

Dear Board Members:

The Capital Improvement Committee met on November 2. Below is a summary of what the committee has been working on:

Roof Replacement:

- Three of the four companies responded to the committee's request for additional information regarding their bids. Upon review, the committee recommends awarding the bid to Premier Builder Inc.

Electronics Inventory:

- There are a handful of computers in the office that are on their last leg. We are looking at replacing the computers that have exceeded their lifespan, which will slowly bring all office electronics on the same maintenance/replacement schedule.

The committee welcomes any feedback and/or recommendations. Thank you.

Capital Improvement Committee Project Tracker

11.28.23 Update

Project	Category	Assigned To	Project Status	Notes
New Furniture	Priority	Danielle	Completed	DONE
Parking lot Paving	Priority	Jack	Completed	DONE
Twp. Vehicle	Needs Investigating	Danielle	Completed	DONE
Audio/Visual Upgrades	Priority	Jack	In Progress	9/28 meeting w/AllComm to review estimate
Window Caulking	Priority	Not Assigned	Not Started	
Reconfigure Office Layout	Priority	Not Assigned	Not Started	Needs to go to twp. board; need paint & new carpet too
Roof Replacement	Priority	Jack	In Progress	Recommendation will go before the board at the 12/13 BoT meeting
Water Softener	Should be Done	Not Assigned	Not Started	Water sample came back normal, we just have hard water. NES recommends water softener
Name Plates	Nice to Have Done	Danielle	Not Started	Waiting until after 2024 election
Twp. Properties	Needs Investigating	Jack	Not Started	Jack working w/Curtis to identify what properties the twp. owns. Will be useful to determine where repairs are needed
Electronics Inventory	Needs Investigating	Danielle	In Progress	Reviewing age/lifespan of all computers in the office
HS Park Drinking Fountain	Needs Investigating	Jack	Not Started	Waiting until spring
Charging Stations	Needs Investigating	Jack	In Progress	Charge EV Agreement signed 10/14/23
Sheriff Substation Expansion	Should be Done	Jack	Not Started	\$35,000 approved by BoT to proceed with construction documents
Bathroom Ugrades	Should be Done	Not Assigned	Not Started	
Update entry ways for the building	Should be Done	Not Assigned	Not Started	
Landscaping	Needs Investigating	Not Assigned	Not Started	

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Cemetery Committee
(Jack Curtis, Curtis Wright)

Re. Cemetery Committee Update

Dear Board Members:

The committee is in the process of reaching out to companies that can perform wall restoration at the township's cemeteries. The committee welcomes any feedback and/or recommendations.
Thank you.

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Salary Compensation Committee
(Jack Curtis, Catherine Colvin, Curtis Wright)

Re. Salary Compensation Committee Update

Dear Board Members:

The committee met on November 15 and 27. The committee reviewed employee evaluations and provided wage recommendations to the board that are included in this packet. Additionally, we are continuing to work on the committee application form, which will be brought before the board at a later date.

We are continuing to review the employee handbook and make any necessary changes, with guidance from Township Attorney Olind.

The committee welcomes any feedback and/or recommendations. Thank you.

ELECTION COMMISSION

Date: December 13, 2023

To: Board of Trustees

From: Election Commission
(*Rod Charles; Jonathan Nold; Curtis Wright*)

Re: Election Commission Report

Dear Board Members:

- The next Election Commission Meeting will be scheduled on December 13, 2023 to authorize an absent voter counting board for the 2024 Presidential Primary Election.

There will be three (3) scheduled elections in 2024:

- Presidential Primary Election February 27, 2024
 - Primary Election August 6, 2024
 - General Election November 5, 2024
-
- By law, the Election Commission will be meeting not less than 20 days or greater than 40 days before each of the three (3) 2024 elections to appoint election inspectors.

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Highway/Roads Committee
(Jack Curtis, Curtis Wright, Joe Ferrari)

Re. Highway/Roads Committee Update

Dear Board Members:

The committee has not met and has nothing to report at this time. The committee welcomes any feedback and/or recommendations. Thank you.

December 13, 2023

To: Board of Trustees

From: Master Plan Steering Committee

The Committee is focusing on the Public Engagement Plan (working copy attached)

The Steering Committee is currently working on a township wide survey which will be the first public engagement regarding the Master Plan. This survey will be one source of information gathered for goals, objectives, and strategies of the developing Master Plan.

The survey will be discussed at the Oxford Township Planning Commission meeting on December 14, 2023.

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: North Oakland Transportation Authority (NOTA)
(Jack Curtis, Margie Payne)

Re. NOTA Update

Dear Board Members:

Attached are the minutes from the November 16 NOTA meeting. The next meeting will be December 21 at 4:30 p.m. The meeting will take place at the NOTA Office: 675 S. Glaspie St. Thank you.

North Oakland Transportation Authority (NOTA)
Meeting Minutes
Thursday, November 16, 2023
4:30 p.m.
NOTA Offices
675 S Glaspie Street, Oxford MI

The meeting was called to order by Chair Mike McDonald at 4:32 p.m.

Roll Call

Present

Mike McDonald, Chair
Ed Brakefield
Carl Cyrowski - 4:35
Mike Flood
Ann Keltsh
Lori Bourgeau - 4:37
Bruce Pearson
Margaret Payne

Representing

Village of Leonard
Addison Township
Village of Lake Orion
Orion Township
At Large – MORC
Village of Oxford
Addison Township
Oxford Township

Absent - Excused

Chris Barnett, Vice Chair
Tonya Waple
Jack Curtis

Orion Township
TTI
Oxford Township

Others Present:

Lynn Gromaski
Mike Joslyn

NOTA Executive Director
NOTA Operations Manager

Respects to the Flag

The Pledge of Allegiance was given.

Agenda Approval

Moved by Mike Flood, seconded by Margaret Payne, to approve the agenda as presented. By voice vote the motion passed unanimously.

Minutes Approval

Moved by Ed Brakefield, seconded by Margaret Payne, to approve the minutes of the September 21, 2023 meeting as presented. By voice vote the motion passed unanimously.

Director's Report

Moved by Margaret Payne, seconded by Mike Flood, to receive and file the Director's report. By voice vote the motion passed unanimously.

Public Comments - none

Monthly Financial Packet

The monthly financial statements were presented.

Moved by Margaret Payne, seconded by Bruce Pearson, to receive and file the financial activity report. By voice vote the motion passed unanimously.

Approval of the Bills

September bills were presented for payment totaling \$356,593.01.

Moved by Ed Brakefield, seconded by Margaret Payne, to approve the bills as presented. By roll call vote motion passed unanimously.

Old Business

None

New Business

None

Public Comments - none

Monthly Rider and Mileage Reports

Moved by Margaret Payne, seconded by Mike Flood, to receive and file the reports. By voice vote the motion passed unanimously.

Board Member Comments

Adjournment

Moved by Ed Brakefield, seconded by Mike Flood, to adjourn the meeting at 4:40 p.m. By voice the motion passed unanimously.

*The next regular meeting is scheduled for Thursday, December 21 at 4:30 p.m. at NOTA Offices
Minutes initially drafted by Lynn Gromaski*

December 13, 2023

To: Board of Trustees

From: Ordinance Review Committee

(Tom Berger, Ed Huinwick, Jonathan Nold and Megan Masson-Minock)

The Committee is focusing on the approved schedule.

Draft Sign Ordinance was reviewed on October 19 2023. Edits will be incorporated into the Draft. The Kelly Firm will have the next opportunity to review the Draft Sign Ordinance.



OXFORD – ADDISON YOUTH ASSISTANCE

1420 Lakeville Road Oxford, MI 48371

TEL: (248) 460-7011 - E-MAIL: oxfordaddisonya@gmail.com

Oxford – Addison Youth Assistance Board Meeting Agenda

Date: November 28, 2023

Time: 4:00 P.M.

Location: Village of Oxford

Board Members: Todd Barlass, Pauline Bennett, Rod Charles, Lori Collier, Patti Durr, Robyn Holzbaugh, Linda Moran, Mike Solwold, Judy Verse, Brendan Westenbarger, Linda Finch, and Stacy Williams.

1. Approval of Agenda
2. Minutes from October 24, 2023
3. Public Comment
4. Treasurer's Reports
 - A. Bills for October '23
5. Caseworker Report
 - A. Caseload/Trends
 - B. OCYA Update
 - C. Office Update
6. Events/Project Reports
 - A. Coffee and Donuts
7. Discussion/Action Items
 - A. Secretary Evaluation and Compensation Update
 - B. Caseload Holiday Support
 - C. Camp Criteria
8. Active Core Programs
 - A. Mentors Plus (Chair: Brendan Westenbarger)
 - B. Skill Building (Chair: Pauline Bennett)
 - C. Youth Recognition (Chair: Judy Verse and Mike Solwold)
 - D. Annual Meeting (Chair: Linda Finch)
 - E. Fundraising (Chair: Linda Moran)
 - F. Camp (Chair: Pauline Bennett)
 - G. Family Education (Chair: Todd Barlass)
 - H. Shop with a Hero (Chair: Mike Solwold)
 - I. Website – oxfordaddisonya.org (Chair: Open)
 - J. Membership Committee (Chair: Rod Charles)
9. Board Member Comments
10. Adjournment

Next Board of Directors Meeting — January 23, 2024 at 4:00 p.m. at Oxford Village Offices, Community Room

“Oxford – Addison’s Prevention Leader - Prevention Through Community Involvement”

2023 OAYA Year to Date Performance Report

OAYA Budget Performance Report - October 2023 (As of 11-6-23)

	<u>First</u> <u>Quarter</u>	<u>Second</u> <u>Quarter</u>	<u>Thlrd</u> <u>Quarter</u>	<u>October</u>	<u>Fourth</u> <u>Quarter</u>	<u>YTD Total</u>	<u>Budget Amt</u> <u>App'd</u> <u>(5/24/23)</u>	<u>Percent</u>
INCOME								
Program Sponsors								
Village of Oxford	0.00	0.00	2,500.00		0.00	2,500.00	2,500.00	100.00%
Oxford Township	25,780.94	0.00	0.00		0.00	25,780.94	12,890.47	200.00%
Oxford Schools	0.00	0.00	2,500.00		0.00	2,500.00	2,500.00	100.00%
Addison Township	5,385.00	0.00	5,385.00		0.00	10,770.00	5,385.00	200.00%
Village of Leonard	300.00	0.00	300.00		0.00	600.00	300.00	200.00%
Sub Total	31,466.94	0.00	10,685.00	0.00	0.00	42,150.94	23,675.47	178.78%
Additional Income								
Camp/Skill Building	0.00	0.00	0.00		0.00	0.00	3,700.00	0.00%
Camp Registration Fees	0.00	0.00	25.00		0.00	25.00	350.00	7.14%
Fund Raisers	0.00	2,147.00	0.00		0.00	2,147.00	2,000.00	107.35%
Reserve Fund	0.00	0.00	0.00		0.00	0.00	14,738.53	0.00%
Shop With A Hero	400.00	0.00	0.00		0.00	400.00		
Donations - miscellaneous	650.00	297.03	4,175.00	50.00	50.00	5,172.03	600.00	862.01%
Family Education	0.00	0.00	0.00		0.00	0.00	600.00	0.00%
Refunds & Reimbursements	0.00	0.00	41.00		0.00	41.00	200.00	20.50%
Interest Income	17.45	18.62	18.51	6.17	6.17	80.75	45.00	135.00%
Sub Total	1,087.48	2,462.65	4,259.51	56.17	56.17	7,845.78	22,133.63	35.45%
TOTAL INCOME	32,533.39	2,462.65	14,944.51	56.17	56.17	49,996.72	45,709.00	109.38%
EXPENDITURES								
Operating Expenses								
Office Assistant Salaries	2,627.82	5,364.00	4,896.00	1,328.00	1,328.00	14,015.82	18,500.00	75.76%
Fica	216.74	410.35	359.24	101.60	101.60	1,087.93	1,350.00	80.59%
Payroll Processing fee	45.00	63.00	63.00	18.00	18.00	189.00	234.00	80.77%
Mileage	0.00	45.45	0.00	76.00	75.00	120.45	100.00	120.45%
Postage/Post Office Box	380.00	0.00	0.00	194.00	194.00	564.00	850.00	65.18%
Office Equipment	0.00	0.00	223.47		0.00	223.47	300.00	74.49%
Supplies	122.98	571.25	201.12		0.00	895.33	1,000.00	89.53%
Petty Cash	0.00	0.00	0.00	66.12	66.12	66.12	100.00	66.12%
Insurance	0.00	784.00	468.00		0.00	1,233.00	1,350.00	91.33%
Website/Advertising/Marketing/PR	416.21	52.60	273.44		0.00	741.25	750.00	98.83%
Miscellaneous	100.00	0.00	30.00		0.00	130.00	50.00	260.00%
Sub Total	3,887.73	7,270.66	6,315.27	1,782.72	1,782.72	18,256.37	24,684.00	78.33%
Program Expenses								
Annual Meeting/Report	0.00	902.77	0.00		0.00	902.77	1,500.00	60.18%
Mentors PLUS	0.00	0.00	0.00		0.00	0.00	75.00	0.00%
Family Education	0.00	0.00	0.00	1,870.87	1,870.87	1,870.87	7,000.00	26.73%
Camp	200.00	65.00	1,860.00	390.00	390.00	2,515.00	3,000.00	83.83%
Skill Building	75.00	0.00	340.00	225.00	225.00	640.00	2,500.00	25.60%
Youth Recognition	600.00	2,831.10	0.00		0.00	3,131.10	3,200.00	97.85%
Shop with A Hero								
Special Projects	0.00	1,779.03	78.00	227.85	227.85	2,084.88	3,300.00	63.18%
Fund Raisers	0.00	0.00	0.00		0.00	0.00	600.00	0.00%
Executive	20.00	0.00				20.00	300.00	
Christmas Party (Giving tree)	0.00	0.00	0.00		0.00	0.00	1,000.00	0.00%
Sub Total	796.00	5,377.90	2,278.00	2,713.72	2,713.72	11,184.62	22,475.00	49.68%
TOTAL EXPENDITURES	4,882.73	12,648.55	6,593.27	4,496.44	4,496.44	30,420.99	47,059.00	64.64%
INCOME LESS EXPENSES	27,850.88	(10,186.90)	6,351.24	(4,440.27)	(4,440.27)	18,575.73	(1,350.00)	
Beginning checkbook balance	82,270.00	110,120.66	99,934.76	106,286.00	106,286.00	82,270.00		
Plus monthly income	32,533.39	2,462.65	14,944.51	56.17	56.17	49,996.72		
Less monthly expenses	(4,882.73)	(12,648.55)	(6,593.27)	(4,496.44)	(4,496.44)	(30,420.99)		
Ending checkbook balance	110,120.66	99,934.76	106,286.00	101,845.73	101,845.73	101,845.73		
Certificates of deposit	7,037.72	7,037.72	7,037.72	7,037.72	7,037.72			
CD Interest Income	0	0	0.00			0.00		
TOTAL CARRY FORWARD	117,158.38	106,972.48	113,323.72	108,883.45	108,883.45			

OAYA - October 2023 Checks - Paid Out

*Cashed

Date	Check#	Written to	Amount	Notes	Category
10/3/23	3978	Rachael Baumgartner	\$220.00	Love and Logic employee 5 sessions	Family Ed
10/3/23	3979	Judy Vitucci	\$220.00	Love and Logic employee 5 sessions	Family Ed
10/3/23	3980	Jaimie McDonald	\$220.00	Love and Logic employee 5 sessions	Family Ed
10/3/23	3981	Jaimie Tolbert	\$220.00	Love and Logic employee 5 sessions	Family Ed
10/3/23	3982	Laura Armbruster	\$220.00	Love and Logic employee 5 sessions	Family Ed
10/3/23	3983	Stacy Williams	\$43.37	Girls Stand Strong	Family Ed
10/5/23	3984	US Postal Service	\$194.00	1 year P.O. Box Service Fee	Postage/P.O Box
10/11/23	3985	Village of Oxford	\$637.68	Payroll #838 (pay \$584, Fica \$44.68, fee \$9)	Salary
10/12/23	3986	Cash	\$66.12	Replenish Petty Cash back to \$100	Petty Cash
10/12/23	3987	Amanda Cavanaugh	\$75.00	Milage from May - Sept 2023	Milage
10/24/23	3988	Easterseals MORC	\$700.00	Girls Stand Strong Facilitator	Family Ed
10/24/23	3989	Meljer	\$227.85	\$70 gift cards for 3 students for food on Church retreat (5.95 activation fee)	Special Projects
10/24/23	3990	Bridgewood Church	\$390.00	3 students Church Retreat	Camp
10/24/23	3991	Stacy Williams	\$27.50	reimbursement for food for Girls Stand Strong	Family Ed
10/24/23	3992	Village of Oxford	\$809.92	Payroll #841 (pay \$744, fica \$56.92, fee \$9)	Payroll
10/30/23	3993	Equine Escape Inc.	\$225.00	Equine Psychotherapy for 1 student	Skill Building
10/31/23	3994	Storage Rental of America	\$78.00	caseload family	Special Projects

Total \$4,574.44

OAYA - October 2023 RECEIVABLES

Deposit

Date	Check#	Written from	Amount	Notes	Check Date
10/19/23	72375	United Way % Frontstream	\$50.00	Donation	10/12/2023
10/31/23		Interest	\$6.17	Bank Interest	

Total \$56.17

STATISTICAL REPORT

2023		October	SCHOOL DISTRICT	OXFORD
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TRANSFER IN

NAME:	
NAME:	
NAME:	

TRANSFER OUT

NAME:	
NAME:	
NAME:	

II. INFORMATION AND REFERRAL		
TOTAL	CWR*	GWR**
3	3	

III. AGE	TOTAL	MALE	FEMALE
0-5 YEARS	1	1	
6 YEARS	1	1	
7 YEARS	0		
8 YEARS	2	2	
9 YEARS	0		
10 YEARS	1	1	
11 YEARS	2		2
12 YEARS	0		
13 YEARS	1		1
14 YEARS	0		
15 YEARS	0		
16 YEARS	1		1
17 YEARS	1	1	
TOTALS	10	6	4
YEAR TO DATE	89	53	36

	TOTAL	MALE	FEMALE
CLOSURES	12	10	2
YEAR TO DATE	103	59	44

IV. REFERRAL

REASON	TOTAL	MALE	FEMALE
Assault & Battery	0		
Breaking & Entering	0		
Destruction of Property	0		
Ed. Neglect	0		
Home Incurrigibility	0		
Home Truancy	0		
Marijuana Possession	0		
School Threat	0		
Prevention	8	5	3
Retail Fraud	0		
School Incurrigibility	0		
School Incurr. - Alcohol	0		
School Incurr - Vape	0		
School Truancy	0		
Sexting/Obscene Matl / Computer Misuse	0		
Sex - Related	0		
Trespassing	0		
Threatening Behavior	0		
Weapons Possession	0		
Other (*See Below)	2	1	1
TOTALS	10	6	4
YEAR TO DATE	89	53	36

V. REFERRAL SOURCE	CURRENT MONTH		
	TOTAL	MALE	FEMALE
Police	2	1	1
School	8	5	3
Parent	0		
*Other (MDHHS ,court)	0		
TOTALS	10	6	4
YEAR TO DATE	89	53	36

VI. COMMUNITY SERVICE DATA	CURRENT MONTH		
	TOTAL	MALE	FEMALE
A. Clients Screened			
B. Placements Completed			
C. Total Hours Completed			



OXFORD – ADDISON YOUTH ASSISTANCE

1420 Lakeville Road Oxford, MI 48371

TEL: (248) 460-7011 E-MAIL: oxfordaddisonya@gmail.com

Oxford - Addison Youth Assistance Caseworker Report November 28, 2023

1) Stat Report

- a) See attached YTD Stat Report as of October
 - i) 10 new referrals for last month.
 - ii) Trends: behavioral concerns in the school and home, instability of emotions, difficulty with transitions, and two police incidents for Malicious Mischief.
 - iii) 3 I/R – Housing Resources, Attendance Concerns, and behavioral concerns at home.
 - iv) Total YTD: 89 Referrals

2) Oakland County Youth Assistance

- a) ARP Funding is available for a \$5000.00 mini grant opportunity. Do we want to form a committee to come up with ideas to bring to the Board for approval?
- b) Oakland County Coordinating Council Annual Meeting schedule for this Friday, December 1, 2023, at Village Club. The Executive Committee is attending. 10 additional invitations were sent out by the OAYA office. Those included some principals, Family School Liaison, SRO at Middle and High School, and community members from the library and Oxford Open Handed.

3) Office Update

- a) Board of Director's Meeting Schedule 2024 – See Attached
- b) New partitions for the office have arrived. Created a small meeting space within the classroom. Still unable to meet with families due to confidentiality concerns. Met with Mr. Biglow two weeks ago and working on using space in the classroom next door to move Amanda into the space for the remainder of the year. Also, begun discussing space upstairs for an anticipated move this summer when Bridges relocates to new space off of Drahner.

Oxford - Addison Youth Assistance Meeting Schedule

2024

<u>Month</u>	<u>Executive Board Meeting</u>	<u>Board of Directors Meeting</u>
January	1/11/2024	1/23/2024
February	2/8/2024	2/27/2024
March	3/14/2024	3/26/2024
April	4/11/2024	4/23/2024
May	5/9/2024	5/28/2024
June	6/13/2024	<i>No Scheduled Meeting</i>
July	7/11/2024	<i>No Scheduled Meeting</i>
August	8/8/2024	8/27/2024
September	9/12/2024	9/24/2024
October	10/10/2024	10/22/2024
November	11/14/2024	11/26/2024
December	12/12/2024	<i>No Scheduled Meeting</i>

*The Executive Board will meet on the 2nd Thursday of each month at 2:30 PM (* Exceptions)*

The Board of Directors meetings will be on the 4th Tuesday of the specified month at 4:00 PM



OXFORD – ADDISON YOUTH ASSISTANCE
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OAYA Office Secretary Compensation Proposal

On November 14, 2023, the OAYA Executive Committee granted approval for the implementation of hourly wage steps for the Office Secretary position. Below is a breakdown of the steps.

Starting Wage	Year 1	Year 2	Year 3
\$16.00	\$17.00	\$18.00	\$19.00

Awarded increases will be granted upon completion of an annual job performance review and has met/or exceed standards, which will occur on the office secretary's hire date anniversary.

All supplementary suggestions will be presented to the Board of Directors annually for reassessment.



OXFORD – ADDISON YOUTH ASSISTANCE
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**Holiday Support for Caseload Families
2023**

I, Stacy Williams request additional funding to be allocated for 5 caseload families for the holiday season to help supplement food/gifts for their children. Below is the breakdown of number of family members to help determine amount allocated per family.

- Family 1: 2 Adults – 1 Child
- Family 2: 1 Adult – 2 Children
- Family 3: 1 Adult – 2 Children
- Family 4: 1 Adult – 1 Child
- Family 5: 1 Adult – 6 Children

Oxford – Addison Youth Assistance Camp Committee Policy

Purpose:

Oxford - Addison Youth Assistance (OAYA) offers scholarships to youth for summer day and overnight camps offered by local and regional community providers.

Eligibility

1. Area of residence:
 - a. Oxford Community school-age children, who meet the eligibility requirements to those that reside within the boundaries of Oxford Community Schools. Families who live outside of these boundaries but attend Oxford Community Schools will need to apply to the Youth Assistance office where they reside. The OAYA staff will facilitate contact with the appropriate YA office.
2. Family Income
 - a. To be eligible for a camp scholarship, a family household income falls within USDA/Section 8 Guidelines.
 - b. Please attach ONE of the following as proof of income:
 - W-2 (last year's federal income tax return)
 - School district letter verifying eligibility for free or reduced lunch
 - Disability or Social Security statement

**** PLEASE NOTE: Food stamp, Medicaid, or Bridge Cards cannot be used for low-income financial verification ****

Overnight Camp Scholarships

Every Summer Oxford - Addison Youth Assistance sends financially needy, at -risk children to an overnight summer resident summer camp for a week. Many of these children have experienced personal tragedies, has social difficulties, and struggles from low self-esteem. Campers build friendships and develop confidence and life skills. They experience activities such as archery, arts & crafts, swimming, snorkeling, campfires, raft building, and zip lines.

OAYA partners with the following organizations:

- Camp Copneconic, Fenton MI
- Echo Grove, Leonard MI
- Camp Ohiyesa, Holly MI
- Camp Skyline, Almont MI

Overnight Camp Opportunities are offered on a referral base only by Oxford Community School Staff and the OAYA caseworker.

Families would be responsible for a small \$25 co-share fee which would be identified in your scholarship award.

Day Camp Scholarships

Families eligible for one (1) Day camp opportunity of their choice from a community camp provider (Oxford Parks and Recreation, Oxford Community Schools, Salvation Army, etc.) per program year (January 1 - December 31) no more than \$200.00. Caseload youth, that qualifies, may apply for an additional scholarship within the program year.

All scholarship awards are determined by the OAYA Camp Committee and are subject to fund availability at the time of application.

Parent/Guardian completes application and submits to OAYA for approval. Once approved, the parent/guardian is required to register their student and pay the cost not covered by OAYA scholarship. OAYA will directly submit funds to the activity provider once confirmation of the student's participation in the activity.



Skill Building Committee Update

Month: September/October 2023

Skill Building

Total number of Skill Building requests for the month: 1 – September and 1 – October

Total number of Skill Building applications approved for the month: 2

Total number of Skill Building applications denied for the month: 0

Total amount of Skill Building funds paid by OAYA for the month: \$100.00

for September and \$225.00 for October. Total: \$325.00

Ages of children and gender receiving financial assistance:

11/Male and 14/Female

Additional comments: OCS Robotics and Equine (Horse) Therapy – 5 Sessions

Other committee information:

Authorized Signature, Chairperson Skill building Committee

*"To strengthen youth and families and prevent and reduce delinquency,
neglect and abuse through community involvement."
Oxford – Addison Youth Assistance is a 501(c)3 nonprofit organization.*



OXFORD – ADDISON YOUTH ASSISTANCE
1420 Lakeville Road Oxford, MI 48371
TEL: (248) 460-7011 E-MAIL: oxfordaddisonya@gmail.com

Family and Youth Education
November Report

Program Update:

- 1) Love and Logic 5 – Completed as of November 14th.
 - a. Add Survey Questions
- 2) There are no Lazy Students scheduled for Monday, November 6th was rescheduled for Monday, February 5th due to conflicting with Guidepoint listening sessions for HS families. See attached new flyer.
- 3) Mindfulness and Movement:
 - a. Series 1 for Clear Lake and Lakeville Elementary Schools ended on November 10th.
 - i. Waiting for feedback from teachers.
 - b. Series 2 will begin on January 12th through February 16th at Daniel Axford and Leonard Elementary.

Next Committee Meeting: Monday, December 4th at 2:00 p.m. via TEAMS

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Planned Unit Development Committee

(Jack Curtis, Catherine Colvin, Tom Berger, Ed Hunwick)

Re. Planned Unit Development Committee Update

Dear Board Members:

The committee has not met and has nothing to report at this time. The committee welcomes any feedback and/or recommendations. Thank you.

December 13, 2023

To: Board of Trustees

From: Oxford Township Planning Commission
(Jonathan Nold Oxford Township Board Representative)

The Planning Commission held a meeting on November 9, 2023.

Public comment - None

Gravel Inspection - Survey was presented by the Committee.

The Master Plan - The majority of the evening was spent reviewing the 2023 Community 360 Report questions presented asked by the Commission during the October meeting. Several clarifications regarding the 360 community report (compiled by the Cobalt Community Research 501c3 nonprofit organization) were reviewed and discussed.

The Steering Committee is currently working on a township wide survey which will be the first public engagement regarding the Master Plan. This survey will be one source of information gathered for goals, objectives, and strategies of the developing Master Plan.

The Township Board is welcome to attend any Oxford Township Planning Commission meetings. They are held in the Oxford Township Meeting Room the 2nd and 4th Thursday of each month at 7:00 pm.

POLLY ANN TRAIL

Date: December 13, 2023

To: Board of Trustees

From: Polly Ann Trailway Management Council ("*Council*") Representatives
(*Jonathan Nold; Curtis Wright*)

Re: Polly Ann Trail

Dear Board Members:

Some of the highlights from the Polly Ann Trailway Management Council:

- The Council is now focusing on the most critical areas of the Polly Ann Trail to proceed with the repairs and upgrades within the current balance of available funds, approximately \$165,000.00.
- The Council will be participated in the Oxford Chamber of Commerce Christmas parade on December 2, 2023.
- Signs have been placed along the Polly Ann Trail alerting users there is no winter maintenance on the Polly Ann Trail. The trail user will assume all risk of injury.
- Signal flashers at Burdick Street and Drahner Road were removed November 17, 2023.
- The next Council Meeting is 3:00 p.m. Wednesday, December 20, 2023 at the Orion Township Offices.

SAFETY PATH COMMITTEE

Date: December 13, 2023

To: Board of Trustees

From: Safety Path Committee
(*Joseph Ferrari; Margie Payne; Curtis Wright*)

Re: Safety Paths

Dear Board Members:

- The North Oxford Road / Ray Road safety path construction is completed.
- The Safety Path Ordinance has been amended and is effective.
- The safety path project along Lakeville Road from Chinkapin Rill to Barr Road has been completed except for some restoration.
- The Township Board approved the 2024 Safety Path Fund Budget at \$1,127,725.00.
- The Safety Path Committee will be recommending to place a safety path millage on the November 2024 Election ballot to the Township Board.
- The Seymour Lake Road Engineering Design has been completed from Sanders Road to Seymour Lake Park.
- The tunnel under M-24 on he Boulder Point Golf Course may be approved for utilization as part of the safety path system.
- The safety path committee will be proposing an annual safety path maintenance plan to the Township Board.

December 13, 2023

To: Board of Trustees

From: Single Waste Hauler Committee
(Jonathan Nold, Margie Payne, and Curtis Wright)

Single Waste Hauler Committee has met on November 9 2023.

Resource Recycling Systems (RRS) review of Proposed Amended contract was discussed

Request for Proposal (RFP) Changes and Updates were reviewed

Recommended motions were drafted for the December 13, 2023 Board Meeting.

SPONGY MOTH COMMITTEE

Date: December 13, 2023

To: Board of Trustees

From: Spongy Moth Committee
(*Rod Charles; Curtis Wright*)

Re: Spongy Moths

Dear Board Members:

Nothing new to report.

- Too early to determine if spraying will be necessary in 2024.
- There was a comment to change the change the Committee name to invasive Species Committee to address other infestations in addition to spongy moths.

December 13, 2023

To: Board of Trustees

From: Village of Oxford Planning Commission
(Jonathan Nold Oxford Township Representative)

Village of Oxford Planning Commission – November 21, 2023

Approved

Rezoning of 78 Minnetonka Dr from C-2 General Business District to R-1 Residential Single Family
Sign Permit - Victoria's Wine & Dine
Sign Permit – Posey Logistics

Draft Landscaping Ordinance Amendments to be discussed in the future.

The Township Board is welcome to attend any Village of Oxford Planning Commission meetings. They are held at the Council Chambers – 22 W. Burdick St., Oxford Michigan on the 1st and 3rd Tuesday of each month as schedule permits. Meetings are held at 7:00 p.m.

WATER AND SEWER COMMITTEE

Date: December 13, 2023

To: Board of Trustees

From: Water and Sewer Committee
(*Jack Curtis; Jonathan Nold; Curtis Wright*)

Re: Water and Sewer System

Dear Board Members:

Some of the projects the Water and Sewer Committee ("Committee") is working on:

- The Special Assessment District ("SAD") with property owners continues in progress to create an M-24 sewer district where the property owners would participate in the cost of extending the new 18" sanitary sewer line north to service their properties and the opportunity to service the Brabb Dewey Subdivision. The SAD is scheduled was approved at the November 8, 2023 Township Board Meeting. Bonding of the project and awarding of the bid remain to be approved. The Bond sale is scheduled for January 23, 2024.
- Koemig Materials was approved to connect to the water system. Nothing new to report.
- The Oxford Woods Treatment Plant water vessels, with Township Board approval, will be receiving new exterior coating and media replacement. Estimated cost is \$430,000.00.
- The engineering design funding for the Pressure Reducing Valve at the Willow Lake Subdivision was approved at the October 11, 2023 Board Meeting and is being worked on by Sharpe Engineering. Once the design is complete a contractor will be approved for the upgrades. Total project cost is estimated at \$500,000.00.
- Additional GLWA and WRC Bond projects will be occurring between now and approximately 2028. Oxford Township will responsible for approximately \$6 million of the cost, plus interest over the next 20 years.
- The next Water and Sewer Committee Meeting is scheduled for 9:00 am, Tuesday, December 19, 2023.

Committee Report

To: Oxford Township Board of Trustees

From: Margaret Payne

Date: 11/16/2023

RE: Zoning Board of Appeals

At the Zoning Board of Appeals meeting held on November 13, 2023 the board granted a variance of 2" for properties located at 691 and 697 S. Lapeer.

TO: Township Board Members
FROM: Tim London, Building/Zoning Administrator
RE: Building Department Activity Report

<u>Permits Issued</u>	<u>YTD</u>
Res - Single Family Home	67
Res - Multiple Family	0
Commercial	21
Building	133
Electrical	386
Mechanical	447
Plumbing	148
Water	67
Sewer	69
Change of Occupancy	5
Soil Erosion	77
Grading	38
Total Permits Issued All Categories	1461
<u>On-Line Services Used</u>	
Permits	714
Inspections Scheduled	1271
<u>Construction Plan Reviews</u>	248
<u>Inspections</u>	
Building	1217
Electrical	708
Mechanical & Plumbing	1554
Soil Erosion	1456
Grading	92
Total Inspections	4828
<u>Certificates of Occupancy</u>	
Temporary	11
Full	90
<u>FOIA Requests</u>	37

- **Planning & Zoning Activities
Thru November 2023**

ZBA

(6) new cases 2023

P & R – Seymour Lake Park

Patrona – 590 Maloney Rd

Kyle Builders – 1763 John Paul Ct

Rzadowski – 1245 S Lapeer Rd – electronic message sign

Jarbo – 691 S Lapeer Rd & 697 S Lapeer Rd

Vidican – 880 N Baldwin Rd

Workshop training – May 8, 2023

Bylaws – drafted & approved by TB on October 11, 2023

PC

(13) meetings in 2023 (thru November)

Jan 2023 (1)

Amended FSP – Meijer – create new outlet

FSP – Taco Bell – 870 North Lapeer Rd

PH – MI Homes rezoning

Feb 2023 (1)

PH – MI Homes rezoning

Mar 2023 (2)

PH – ZO text amendments – retail marihuana collocate with medical

PSP & FSP – Kemp Building – 411 N Oxford Rd

PH – Seymour Lake Park – rezoning

Apr 2023 (1)

FSP – Kemp Building – 411 N Oxford Rd

May 2023 (2)

PH – MI Homes rezoning

PC 23-002 – Seymour Lake Park rezoning

Jun 2023 (1)

Workshop training

Aug 2023 (1)

Joint Meeting TB, PC & ZBA – Plan to Plan

Sep 2023 (1)

PH – noise ordinance, steering committee for MP

Oct 2023 (2)

Community Engagement Steering Committee members appointed

Discussion of Master Plan Update

Nov 2023 (1)

Discussion of Master Plan Update

Pre-App Conferences (12)

Feb 2023

411 N Oxford Rd

880 N Baldwin Rd – Vidican

Tullamore North

Mar 2023

2425 N Lapeer Rd – tenant – car dealer

900 N Lapeer – drive thru – future outlot

Apr 2023

Designhaus – N Oxford Rd – multi-family

Taco Bell

Jun 2023

Frazier – equipment storage yard

Schafer – Oxford Hills redevelopment

Enclaves Phase 2

Sep 2023

Sanctuary Hills pre FSP

Oct 2023

Tullamore North

Lot Splits / Combo / Adjustments

Jan 2023

Meijer – to create Taco Bell

Apr 2023

385 North Lapeer Rd – Mc Laren

325 Indian Lake Rd – Prichard

Jun 2023

421 First Street – Moss

Ju1 2023

Vacant Gardner Rd (04-02-100-004) – Tax Description Correction

Sep 2023

691 S Lapeer - Jarbo

Temporary Sales

Phantom Fireworks – 879 S Lapeer Rd – 03/2023

Zoning Ordinance Amendments

- Adult Use Retailers to collocate with Medical Marihuana Provisioning Centers
67A.031
- Commercial PUD
67A.030
- Noise Ordinance – exempt standby generators
- Sign Ordinance Draft to PC 12/14/23

Development Projects - Continuing

- 1225 S Lapeer Road Kurative
New marihuana dispensary
- 653 S. Lapeer Road – Lifted
New marihuana dispensary
- 280 N Lapeer Road – Frequency Wellness
New marihuana dispensary
- McLaren Urgent Care
- 411 N Oxford Rd
Upgrades to existing building
- Enclaves of Woodbridge – Phase 2
11 new duplex buildings (22 units total)
- Sanctuary Hills
85 single family homes on south side of E Drahner
- Koenig Maintenance Building – Lakeville Rd

Development Process Completed

- Taco Bell
- Manitou Hills
- Manors of Westlake

Date: December 13, 2023

To: Board of Trustees

From: Curtis W. Wright, Clerk

Re: Public Hearing #1 for Great Pines Manors Subdivision Paving Special Assessment District

Dear Board Members:

Attached is the Public Hearing Notice regarding the establishment of a Special Assessment District (“SAD”) for the re-paving of the roads in the Great Pines Manors Subdivision.

The purpose of the Public Hearing is to hear objections to the SAD Petition, the SAD project, and the SAD cost estimate.

The following motions are offered to open and close the Public Hearing:

To open the Public Hearing:

I move to open the Public Hearing at _____ p.m. to discuss the establishment of the Great Pines Manors Subdivision Special Assessment District to hear objections to the SAD Petition, the SAD project, and the SAD cost estimate.

To Close the Public Hearing:

I move to close the Public Hearing to discuss the establishment of the Great Pines Manors Subdivision Special Assessment District to hear objections to the SAD Petition, the SAD project, and the SAD cost estimate at _____ p.m.

CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN

NOTICE OF PUBLIC HEARING

Great Pines Manors Subdivision Special Assessment District

Notice is hereby given the Charter Township of Oxford ("Township") Board of Trustees will hold a Public Hearing on Wednesday, December 13, 2023 at 6:30 p.m., or soon thereafter as may be heard at the Oxford Township Meeting Room, 300 Dunlap Road, Oxford, MI 48371 on whether to establish a special assessment district for road re-paving in the Great Pines Manors Subdivision.

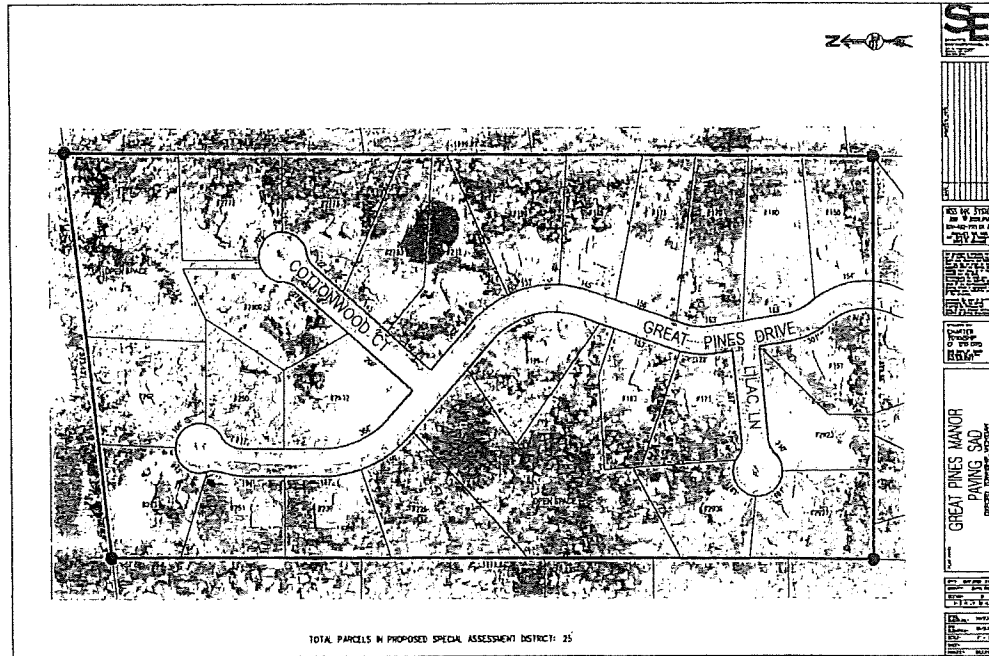
The Township Clerk has received signed petitions for a special assessment district from the record of owners of land constituting more than 50% of the total land area in the proposed special assessment district to make the improvements, which is described below. Any objections including written appeals shall be heard at the hearing to object to the public improvements, the petitions, and the proposed special assessment district.

The Township Board of Trustees intends to make the improvements in accordance with Act 139 of the Public Acts of Michigan of 1972, as amended, and Act 188 of the Public Acts of Michigan of 1954, as amended. Preliminary plans and estimates of the cost for the improvements are on file with the Township Clerk for public examination. Annual redeterminations of costs may be necessary without a change in the special assessment district.

The proposed special assessment district is described as follows:

"Part of the East 1/2 of the Southwest 1/4 of Section 19, T-5-N, R-10-E, Oxford Township, Oakland County, Michigan, described as: Beginning at a point located N88°00'00"E (976.80 feet record), 975.25 feet measured along the south line of Section 19, said line also being the centerline of Seymour Lake Road and N01°38'30"W, 1159.00 feet along the west line of "Great Pines Estates" Oakland County Condominium Plan No. 570 from the southwest corner of Section 19, as re-monumented; thence from said point of beginning N01°38'30"W, 212.48 feet; thence N02°02'02"W (1,660.38 feet record), 1660.18 feet measured; thence along the east-west 1/4 line of said Section 19 (N81°01'51"E, 973.13 feet record) N81°01'44" E, 973.28 feet measured to the center of Section 19; thence along the north-south 1/4 line of said Section 19 (S01°58'51"E, 1,990.92 feet record) S01°58'42"E, 1,990.78 feet measured; thence along the north line of said "Great Pines Estates" S88°00'00"W (965.62 feet record), 965.68 feet measured to the point of beginning containing 42.81 acres of land"

Boundary Map of
Proposed Great Pines Manors Subdivision Special Assessment District



After this Public Hearing for which this Notice is given, there will be a second Public Hearing specifically regarding the assessment roll and the assessments against each parcel in the special assessment district and that an owner or other person having an interest in the real property must file an appearance and protest at the Public Hearing on the assessment roll in order to appeal the amount of their assessment to the Michigan Tax Tribunal.

The Charter Township of Oxford will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing. Individuals with disabilities requiring auxiliary aids or services shall contact the Charter Township of Oxford, by writing or calling Curtis W. Wright, Township Clerk at 248-628-9787 as soon as possible to allow the Township sufficient time to have available the aids and services.

Charter Township of Oxford
Curtis W. Wright, Clerk

Charter Township of Oxford
300 Dunlap Road
Oxford, MI 48371-0003
(248)628-9787

Publish: Oxford Leader: November 29, 2023
December 6, 2023

Date: June 14, 2023

To: Board of Trustees

From: Curtis Wright, Clerk

Re: **Second Reading:** Ordinance 95.006 – Fire Prevention and Protection

Dear Board Members:

Attached for a Second Reading and possible adoption is Ordinance 95.006 with amendments to Chapter 26 of the Oxford Township Code of Ordinances eliminating the requirement for a burn permit, and amendments to Chapter 30 of the Oxford Township Code of Ordinances updating the regulations and fees for false alarms.

Attached is the information that was presented at the November 8, 2023 Township Board Meeting.

The following motion is offered for consideration:

I move to adopt the amendments to Chapter 26 and amendments to Chapter 30 of the Oxford Charter Township Code of Ordinances as presented.

Exhibit A

CHARTER TOWNSHIP OF OXFORD
ORDINANCE No.

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF OXFORD MUNICIPAL CODE CHAPTER 26, SECTION 26-17 TO ELIMINATE THE REQUIREMENT OF RESIDENTS OBTAINING A BURN PERMIT IN ORDER TO PARTICIPATE IN OPEN BURNING AND CHAPTER 30, ARTICLE IV, DIVISION 3, SECTION 30-152 TO ADD DEFINITION SECTION, REGULATIONS AND ASSESS FEES FOR FALSE ALARM ACTIVATIONS TO INCLUDE:

CHAPTER 26, SECTION 26-17

CHAPTER 30, ARTICLE IV, DIVISION 3, SECTION 30-152

The Charter Township of Oxford Ordains:

Amend Chapter 26, Section 26-17- Open Burning- to eliminate the requirement of residents obtaining a burn permit in order to participate in open burning.

Amend Chapter 30, Article IV, Division 3, Section 30-152- False Alarms- to add definition section, regulations and assess fees for false alarm activations.

Chapter 26 - FIRE PREVENTION AND PROTECTION^[1]

Sec. 26-17. Open burning.

(a) *Intent.* The Township board has determined that open burning contributes to creating detrimental environmental effects, health hazards and serious and significant effects on the value of properties within the Township. It is the intent of this section to regulate and restrict open burning in order to protect the safety and welfare of the Township. Open burning may be permitted pursuant to the provisions of this section, subject, however, to additional restrictions and/or prohibitions pursuant to state, county and federal laws or regulations, including regulations promulgated by the state air pollution control commission.

(b) *Definitions.* For purposes of this section, the following definitions shall apply:

Open Burning as used in this Ordinance is defined as a fire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney. It also includes campfires.

Approved Container includes the following: a non-combustible barrel with lid or cover to suppress sparks, an outdoor fireplace, a portable outdoor fireplace used in accordance with the manufacturer's instructions or a below-grade enclosure.

Recreational Fire means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet or

less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purpose.

Bonfire means an outdoor fire utilized for ceremonial purposes. These are usually large fires that are associated with crowd activity and size is no larger than 6 foot in height and 6 foot in width.

Approved shall mean acceptable to the Fire Chief or his designee.

Portable Outdoor Fireplace means a portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top.

(c) *Nuisances.*

Burning is prohibited if it is offensive or a nuisance due to smoke, odor, fire, debris (embers, sparks, or ash) or when atmospheric conditions (winds exceeding 10 mph or prolonged drought) create a fire hazard. Burning may also be prohibited when deemed necessary by the Fire Chief or his designee.

(d) *Open Burning Regulations.*

(1) *Allowable Burning.*

- a. Natural wood material, including dry, seasoned tree trunks, and branches/limbs may be burned. Additionally, a small amount of paper product including cardboard, wood kindling, or commercially available fire starters may be used to aid in the ignition of an open flame. Open burning shall always be tended to by a competent adult over 18 years of age until the fire is extinguished;
- b. No person(s) shall Open Burn or otherwise burn any allowable material(s) prior to calling the burn hotline number at ((248) 628-3870), to ensure there is no burn ban in effect;

(2) *Prohibited Burning.*

Gasoline, kerosene, fuel oil, or any other flammable or combustible liquid may not be used to start a fire. Burning of leaves or any other material other than tree cuttings or brush is prohibited.

(3) *Recreation Fires*

Recreation Fires shall not be conducted within 25 feet of a structure, combustible material and lot of lines. Conditions that could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition.

(4) *Bonfire.*

A bonfire shall not be conducted within 50 feet of a structure, combustible material and lot of lines. Conditions that could cause a fire to spread within 50

feet of a structure shall be eliminated prior to ignition. Bonfires are only permitted on properties that are 1 acre or larger in size.

(5) *Fires in Portable Outdoor Fireplaces.*

Fires in portable outdoor fireplaces shall be used in accordance with manufactures recommendations and shall not be operated within 15 feet of a structure, combustible material and lot of lines. Portable outdoor fireplaces shall not be used on combustible decks.

(6) *Open Burning on Easements or Common Areas.*

- a. Open burning on easements or common areas requires written permission from the Fire Chief or his designee.
- b. Written permission is also required by the entity having control over or any legal interest in the easement or common area (i.e., Homeowners Association, etc.).

(7) *Proper Extinguishment.*

An individual shall provide adequate means of extinguishment that is immediately available to extinguish any burning operation. Examples of extinguishment include a fire extinguisher (minimally Class A rated), a shovel with dirt or sand, or a garden hose. Conditions that could cause fire to spread to nearby combustibles shall be eliminated before the ignition of any open burning.

(8) *Open burning by retail businesses and commercial properties.*

The Township Fire Department may approve open burning by retail businesses and commercial properties by permit only. The Fire Department may impose additional conditions upon such authorization. The Fire Department shall impose a \$50 permit fee for the required inspection.

- (e) *Authority of Fire Department.* If the Fire Department receives any complaints, it has the authority to inspect the fire at issue. If the Fire Department determines that the burning has created or added to a hazardous situation or has become a nuisance, a Fire Department representative is authorized to order the extinguishment of the open burning operation. If non-compliance of this ordinance is found, the Fire Department representative also has the authority to issue a township or municipal civil infraction at his or her discretion.
- (f) *Reference to International Fire Code.* Oxford Township has adopted the current version of the International Fire Code and all appendixes as amended at the time of the adoption and as amended in the future in Section 26-8. This Ordinance will comply with all sections of the International Fire Code as stated (Section 26-8) except for sec. 105.6.32 and Section 307, which govern permits for open burning. Henceforth, open burning shall be regulated by this Ordinance. Section 26-8 is not repealed; however, the sections of the International Fire Code in conflict herewith should be considered subordinate to this Ordinance.

(g) *Violation and Penalties.*

(1) *Municipal Civil Infraction/Payment of Fine.*

Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed

responsible for a municipal civil infraction as that term is defined and used in MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended, and shall pay a civil fine up to the maximum allowed by law but in no event less than Five Hundred Dollars (\$500) or as otherwise determined by the district court, district court judge, or district court magistrate.

(2) *Cost.*

A person, firm, or corporation ordered to pay a fine under Subsection A shall be ordered by the district court judge or magistrate to pay costs of not less than Nine Dollars (\$9) or more than Five Hundred Dollars (\$500), which costs may include all expenses, direct and indirect, to which the Township of Oxford has been put in connection with the violation of the Ordinance up to the entry of the court's judgment or order to pay fine and costs

(3) *Additional Writs and Orders.*

A person who admits or is found responsible for violation of this Ordinance shall comply with any order, writ, or judgment issued by the district court to enforce this Ordinance pursuant to Chapter 83 and Chapter 87 of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended.

(4) *Default on Payment of Fines and Cost.*

A default in payment of a civil fine, costs, or damages or expenses ordered under Subsection 1 or 2 or an installment of the fine, costs, or damages or expenses as allowed by the court, may be collected by the Township of Oxford by a means authorized for the enforcement of a judgment under Chapters 40 or 60 of the Revised Judicature Act, MCL 600.101, *et seq.*; MSA 27A.101, *et seq.*, as amended

(5) *Failure to Comply with Judgment or Order.*

If a defendant fails to comply with an order or judgment issued pursuant to this section within the time prescribed by the court, the court may proceed under Subsection 7.

(6) *Failure to Appear in Court.*

A defendant who fails to answer a citation or notice to appear in court for a violation of this Ordinance is guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500) plus costs and/or imprisonment not to exceed ninety (90) days.

(7) *Civil Contempt.*

- a. If a defendant defaults in the payment of a civil fine, costs, or other damages or expenses, or installment as ordered by the district court, upon motion of the Township of Oxford or upon its own motion, the court may require the defendant to show cause why the defendant should not be held in civil contempt and may issue a summons, order to show cause, or bench warrant of arrest for the defendant's appearance.

- b. If a corporation or an association is ordered to pay a civil fine, costs, or damages or expenses, the individuals authorized to make disbursements shall pay the fine, costs, or damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this Subsection.
- c. Unless the defendant shows that the default was not attributable to an intentional refusal to obey the order of the court or to a failure on his or her part to make a good faith effort to obtain the funds required for payment, the court shall find that the default constitutes a civil contempt and may order the defendant committed until all or a specified part of the amount due is paid.
- d. If it appears that the default in the payment of a fine, costs, or damages or expenses does not constitute civil contempt, the court may enter an order allowing the defendant additional time for payment, reducing the amount of payment or of each installment or revoking the fine, costs, or damages or expenses.
- e. The term of imprisonment on civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall be specified in the order of commitment and shall not exceed one day for each Thirty Dollars (\$30) due. A person committed for nonpayment of a civil fine, costs, or damages or expenses shall be given credit toward payment for each day of imprisonment and each day of detention in default of recognizance before judgment at the rate of Thirty Dollars (\$30) per day.
- f. A defendant committed to imprisonment for civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall not be discharged from custody until one of the following occurs:
 - i. A defendant is credited with an amount due pursuant to Subsection 7, e.
 - ii. The amount due is collected through the execution of process or otherwise.
 - iii. The amount due is satisfied pursuant to a combination of Subdivisions 7, f, i, and ii.
- g. The civil contempt shall be purged upon discharge of the defendant pursuant to Subsection 7, f.

Chapter 30 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE IV DISORDERLY CONDUCT OFFENSES

DIVISION 3. OFFENSES AGAINST PUBLIC AUTHORITY OR GOVERNMENTAL OPERATIONS

Sec. 30-152. False alarms.

- a. *Intent.* The Township board has determined that false alarm activations can cause unnecessary disruption to the peace, safety, public services, residents, and businesses within the Township. It is the intent of this section to regulate, restrict, and assess fines

for repeated false alarm activations in order to protect the safety and welfare of the Township.

b. *Definitions.* For purposes of this section, the following definitions shall apply:

Alarm system means an assembly of equipment and devices, or a single device, arranged to signal the presence of a hazard requiring urgent attention and to which police are expected to respond.

False alarm means any alarm condition which is registered at the police department or elsewhere not resulting from criminal activity for which the alarm was intended, or in the case of a fire alarm any alarm condition which is registered at the police department or elsewhere not resulting from a fire or potential fire condition.

Subscriber includes but is not limited to any public service utility, fire department or police agency.

c. *General prohibition.* No person shall summon, as a joke or prank or otherwise without any good reason therefor, by telephone or otherwise, the police or the fire department or any public or private ambulance, to go to any address where the service called for is not needed.

State Law reference— False fire alarms, MCL 750.240.

d. *False alarm fees; when payment required.* Notwithstanding any penalties provided for in the event of a conviction for violation of this chapter, and notwithstanding the fact that a prosecution for violation of this chapter has or has not been commenced, in order to defray the cost of responding to false alarms, any person, corporation, partnership or any other legal entity who uses, leases, installs or directs the installation of an alarm system described in this chapter shall pay to the Township an alarm fee as provided for in subsection (d) below, for each occasion that the alarm is activated and responded to by the police and/or fire department in any of the following cases:

- (1) No evidence of illegal entry or an attempt thereof;
- (2) No evidence of fire;
- (3) A malfunction in the system;
- (4) Activated by mistake;
- (5) Alarm activated by persons working on the alarm system, where the police and fire department were not previously notified.

e. *Alarm fee schedule.* For violations of section subsection (c) the alarm fee schedule shall be as follows:

- (1) First activation requiring response by police/fire department, in the calendar year: No charge.
- (2) Second activation requiring response by police/fire department, in the calendar year: \$50.00. If not paid within 30 days: \$55.00.

- (3) Third activation requiring response by police/fire department, in the calendar year: \$75.00. If not paid within 30 days: \$85.00.
- (4) Fourth and each subsequent activation requiring response by the police/fire department, in the calendar year: \$100.00. If not paid within 30 days: \$125.00.
- (5) For each additional 30-day period that the above required fees are not paid, an additional fee shall be required in the amount of \$5.00.

f. *False alarm fee; exceptions.*

- (1) Notwithstanding anything in this chapter to the contrary, no owner or lessee shall be required to pay the costs required in subsection (c) on the first occasion of a false alarm during any one (1) calendar year, but shall be advised in writing of the false alarm and of the existence of this chapter.
- (2) Further, such costs shall not be required in the case of any false alarm activated by severe weather or other violent conditions beyond the control of the owner or lessee of an alarm system.

Exhibit B

CHARTER TOWNSHIP OF OXFORD
ORDINANCE No. _____

AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF OXFORD MUNICIPAL CODE CHAPTER 26, SECTION 26-17 TO ELIMINATE THE REQUIREMENT OF RESIDENTS OBTAINING A BURN PERMIT IN ORDER TO PARTICIPATE IN OPEN BURNING AND CHAPTER 30, ARTICLE IV, DIVISION 3, SECTION 30-152 TO ADD DEFINITION SECTION, REGULATIONS AND ASSESS FEES FOR FALSE ALARM ACTIVATIONS TO INCLUDE:

CHAPTER 26, SECTION 26-17
CHAPTER 30, ARTICLE IV, DIVISION 3, SECTION 30-152

The Charter Township of Oxford Ordains:

Amend Chapter 26, Section 26-17- Open Burning- to eliminate the requirement of residents obtaining a burn permit in order to participate in open burning.

Amend Chapter 30, Article IV, Division 3, Section 30-152- False Alarms- to add definition section, regulations and assess fees for false alarm activations.

Chapter 26 - FIRE PREVENTION AND PROTECTION⁽¹⁾

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Sec. 26-17. Open burning.

(a) *Intent.* The ~~township~~Township board has determined that open burning contributes to creating detrimental environmental effects, health hazards and serious and significant effects on the value of properties within the ~~township~~Township. It is the intent of this section to regulate and restrict open burning in order to protect the safety and welfare of the ~~township~~Township. Open burning may be permitted pursuant to the provisions of this section, subject, however, to additional restrictions and/or prohibitions pursuant to state, county and federal laws or regulations, including regulations promulgated by the state air pollution control commission.

(b) *Definitions.* For purposes of this section, the following definitions shall apply:

~~Open burning means the setting on fire, igniting or combustion of any natural or manmade material, item or thing out of doors.~~

~~Party responsible for the open burning means the person who sets on fire any thing out of doors.~~

(c) Open Burning as used in this Ordinance is defined as a fire where any material is burned on the ground or in an open receptacle other than a furnace, incinerator, or other equipment connected to a stack or chimney. It also includes campfires.

Approved Container includes the following: a non-combustible barrel with lid or cover to suppress sparks, an outdoor fireplace, a portable outdoor fireplace used in

accordance with the manufacturer's instructions or a below-grade enclosure.

Recreational Fire means an outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbecue pit and has a total fuel area of 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purpose.

Bonfire means an outdoor fire utilized for ceremonial purposes. These are usually large fires that are associated with crowd activity and size is no larger than 6 foot in height and 6 foot in width.

Approved shall mean acceptable to the Fire Chief or his designee.

Portable Outdoor Fireplace means a portable, outdoor, solid-fuel-burning fireplace that may be constructed of steel, concrete, clay or other noncombustible material. A portable outdoor fireplace may be open in design or may be equipped with a small hearth opening and a short chimney or chimney opening in the top.

(c) Nuisances.

General prohibition:

- ~~(1) Except as provided in this section, it shall be unlawful for any person to cause, permit or maintain any open burning on property situated within the township and outside the fire limits, such fire limits being set forth in section 26-10 and appendix A.~~
- ~~(2) Except as provided in subsection (d)(1) of this section, and with all other exceptions in this section notwithstanding, it shall be unlawful for any person to cause, permit, or maintain any open burning within the fire limits set forth in section 26-10 and appendix A.~~

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(d) Exceptions; permit requirements; regulations; fees:

- ~~(1) Exceptions. The following open burning shall be permitted, as specified:
 - a. Open burning shall be allowed without prior notification to the fire department for highway safety flares, smudge pots and similar occupational needs.
 - b. The burning and/or use of candles, lanterns, lamps, bug repellent torches, fireplaces, cigarettes, cigars, pipes, charcoal cookers, braziers, hibachis, liquefied gas fire stoves, or similar devices maintained and used solely for the preparation of food on the premises of the owner or occupant shall be permitted, and, this subsection withstanding, shall not be governed by this section.
 - c. Controlled fires caused and maintained for training of firefighters by the fire department shall be permitted, and, this subsection withstanding, shall not be governed by this section.~~

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(2) ~~Open burning requiring permit.~~ Open burning for the following purposes shall be permitted upon issuance of a permit from the fire department, subject to the regulations in this section:

- a. ~~Open burning on parcels less than one acre in size may be permitted only for the following purposes:~~
 - 1. ~~A bonfire or campfire that meets the requirements of the regulations set forth in subsection (d)(3) of this section.~~
 - 2. ~~Burning for pest/disease control, provided that a variance is first obtained from the fire chief.~~
- b. ~~Open burning on parcels larger than one acre in size may be permitted for recognized silviculture and range or wildlife management practices, prevention or control of disease or pests, bonfires, campfires, and burning of yard waste such as branches and twigs; however, the burning of leaves is prohibited.~~

(3) ~~Regulations for open burning with permit.~~ The following regulations shall apply to open burning which has been authorized by permit:

- a. ~~A permit for open burning permitted in this section shall be requested by and may be issued to the owner or person in control of land upon which the burning is to occur.~~
- b. ~~Permits issued shall be in effect for a period of one year or less, as indicated on the permit. Permits shall be applied for by making application at the township fire station. Upon completion of the application for a permit, if the permit is issued, the applicant shall sign the permit after reading the burning guidelines and retaining a copy of the permit for his records.~~
- c. ~~A bonfire and/or campfire shall be allowed if such a fire is not more than two feet by four feet by two feet in dimension in a designated pit and if such fire does not burn longer than ten hours, provided that authorization for bonfires and campfires shall be subject to atmospheric conditions being conducive for burning without creating a danger and/or nuisance. Fuel for a bonfire and campfire shall consist only of seasoned dry firewood and shall be ignited with a small quantity of paper.~~
- d. ~~The grant of a permit under this section shall be subject to applicable subdivision or deed restrictions.~~
- e. ~~No open burning shall be allowed in or on any public road right-of-way or safety path.~~
- f. ~~The location of any open burning shall not be less than 50 feet from any structure, and for parcels greater than one acre shall not be closer than 50 feet to any lot line.~~
- g. ~~Open burning shall not be used for waste disposal purposes (with the exceptions of brush, limbs and tree cuttings) and shall be of a size two feet by four feet by two feet in dimension.~~
- h. ~~Any open burning shall be constantly attended by a person 14 years of age or older until the fire is extinguished. Fire extinguishing equipment, approved by the fire chief, shall be kept available near the fire for immediate use.~~

- i. ~~On each day that burning will occur under this subsection, the person responsible for the fire must notify the fire department.~~
- j. ~~In addition to the regulations otherwise set forth in this subsection, open burning on parcels larger than one acre shall also be subject to the following conditions:~~
 - 1. ~~As a condition to the issuance of a permit, the fire chief shall make an inspection of the site and specify any safety precautions uniquely applicable under the circumstances.~~
 - 2. ~~Materials which may be burned must be from the site and shall not be brought to the site for the purpose of burning.~~
 - 3. ~~The fuel, if any, selected to ignite the material to be burned shall be selected so as to minimize the generation and emission of air contaminants.~~
 - 4. ~~Burning of yard waste, including brush, limbs and tree cuttings (burning of leaves is prohibited), shall be permitted to the extent, on the dates and during the times directed by duly adopted and public resolution of the township board. (see appendix B)~~
- k. ~~The fire chief may, based upon the exercise of reasonable discretion, prohibit open burning otherwise authorized under this section if such burning would, in the opinion of the fire chief, be is prohibited if it is offensive or objectionable a nuisance due to smoke, odor or particle emissions, fire debris (embers, sparks, or ash) or when atmospheric conditions or local circumstances make such fires a potential (winds exceeding 10 mph or prolonged drought) create a fire hazard or nuisance or when any burning would be in violation of any state, county or federal law or regulation. Prohibition under this subsection may be determined prior to the igniting of a fire or following ignition by order of extinguishment. Burning may also be prohibited when deemed necessary by the Fire Chief or his designee.~~

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(d) Open Burning Regulations.

(1) Allowable Burning.

- a. Natural wood material, including dry, seasoned tree trunks, and branches/limbs may be burned. Additionally, a small amount of paper product including cardboard, wood kindling, or commercially available fire starters may be used to aid in the ignition of an open flame. Open burning shall always be tended to by a competent adult over 18 years of age until the fire is extinguished;

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b. (4) Revocation of permit.

- a. ~~A burning permit may be revoked at the discretion of the fire chief if the fire chief determines that continued burning would constitute a fire hazard for any reason. If a complaint is received by the fire department, an on-site inspection and determination shall be made as to whether burning should continue. For purposes of decision-making under this provision, the fire chief shall make a determination as to whether continued burning would be unsafe, would result in excessive smoke, or would occur in a location which would be unsafe and/or disruptive to~~

others, or whether the permit should be revoked for another specific reason disclosed to the permit holder by the fire chief.

b. The owner/occupant shall have the right to request a hearing with the fire chief to review such revocation or whether the permit should be revoked for another specific reason disclosed to the permit holder by the fire chief.

(5) ~~Permit fees.~~ Fees for permits applied for under this section shall be in an amount established by township board resolution. (see appendix B)

(c) Cost recovery.

(1) ~~The township and/or the fire department shall be entitled to recover all costs and damages incurred in conjunction with any open burning conducted in violation of this section or in violation of a permit issued thereunder, except for those costs incurred in exercising the township's and/or the fire department's responsibilities for the issuance, revocation, or oversight of open burning permits as directed by this section, or any other responsibility given to the township and/or the fire department under this section. Such recoverable costs shall include, but are not limited to, those costs described in section 26-14(f).~~

(2) ~~The costs described in subsection (e)(1) of this section shall be recoverable from the party responsible for the open burning in response to which the costs and/or damages were incurred. If the party responsible for the open burning cannot be ascertained with certainty, and the open burning incident in response to which the costs and/or damages were incurred involved open burning pursuant to a permit, then holder of the permit shall be presumed to be the party responsible for the open burning.~~

(3) ~~The party responsible for the open burning shall be liable to and shall reimburse the township and/or fire department within 30 days of billing for the township's and/or the fire department's cost incurred.~~

(4) ~~If the party responsible for the open burning neglects or fails to reimburse the township and/or fire department as~~ No person(s) shall Open Burn or otherwise burn any allowable material(s) prior to calling the burn hotline number at ((248) 628-3870). to ensure there is no burn ban in effect;

(2) Prohibited Burning.

Gasoline, kerosene, fuel oil, or any other flammable or combustible liquid may not be used to start a fire. Burning of leaves or any other material other than tree cuttings or brush is prohibited.

(3) Recreation Fires

Recreation Fires shall not be conducted within 25 feet of a structure, combustible material and lot of lines. Conditions that could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition.

(4) Bonfire.

A bonfire shall not be conducted within 50 feet of a structure, combustible material and lot of lines. Conditions that could cause a fire to spread within 50

feet of a structure shall be eliminated prior to ignition. Bonfires are only permitted on properties that are 1 acre or larger in size.

(5) Fires in Portable Outdoor Fireplaces.

Fires in portable outdoor fireplaces shall be used in accordance with manufactures recommendations and shall not be operated within 15 feet of a structure, combustible material and lot of lines. Portable outdoor fireplaces shall not be used on combustible decks.

(6) Open Burning on Easements or Common Areas.

- a. Open burning on easements or common areas requires written permission from the Fire Chief or his designee.
- b. Written permission is also required by the entity having control over or any legal interest in ~~subsection (the easement or common area (1.e)(1).~~ Homeowners Association, etc.).

(7) Proper Extinguishment.

An individual shall provide adequate means of extinguishment that is immediately available to extinguish any burning operation. Examples of extinguishment include a fire extinguisher (minimally Class A rated), a shovel with dirt or sand, or a garden hose. Conditions that could cause fire to spread to nearby combustibles shall be eliminated before the ignition of any open burning.

(8) Open burning by retail businesses and commercial properties.

The Township Fire Department may approve open burning by retail businesses and commercial properties by permit only. The Fire Department may impose additional conditions upon such authorization. The Fire Department shall impose a \$50 permit fee for the required inspection.

- (e) Authority of Fire Department. If the Fire Department receives any complaints, it has the authority to inspect the fire at issue. If the Fire Department determines that the burning has created or added to a hazardous situation or has become a nuisance, a Fire Department representative is authorized to order the extinguishment of the open burning operation. If non-compliance of this section, the ordinance is found, the Fire Department representative also has the authority to issue a township and/or the governing body may institute appropriate or municipal civil legal actions infraction at his or equitable remedies in circuit court at their discretion.

- (f) Reference to recover the township's International Fire Code. Oxford Township has adopted the current version of the International Fire Code and all appendixes as amended at the time of the adoption and as amended in the future in Section 26-8. This Ordinance will comply with all sections of the International Fire Code as stated (Section 26-8) except for sec. 105.6.32 and Section 307, which govern permits for open burning. Henceforth, open burning shall be regulated by this Ordinance. Section 26-8 is not repealed; however, the sections of the International Fire Code in conflict herewith should be considered subordinate to this Ordinance.

- (g) Violation and Penalties.

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(1) Municipal Civil Infraction/Payment of Fine.

Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or a finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction as that term is defined and used in MCL 600.101, et seq.; MSA 27A.101, et seq., as amended, and shall pay a civil fine up to the maximum allowed by law but in no event less than Five Hundred Dollars (\$500) or as otherwise determined by the district court, district court judge, or district court magistrate.

(2) Cost.

A person, firm, or corporation ordered to pay a fine under Subsection A shall be ordered by the district court judge or magistrate to pay costs of not less than Nine Dollars (\$9) or more than Five Hundred Dollars (\$500), which costs may include all expenses, direct and indirect, to which the Township of Oxford has been put in connection with the violation of the Ordinance up to the entry of the court's judgment or order to pay fine and/or fire department's costs

(3) Additional Writs and may also institute a lien Orders.

A person who admits or is found responsible for violation of this Ordinance shall comply with any order, writ, or judgment issued by the district court to enforce this Ordinance pursuant to Chapter 83 and Chapter 87 of the Revised Judicature Act, MCL 600.101, et seq.; MSA 27A.101, et seq., as amended.

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(4) Default on Payment of Fines and Cost.

A default in the manner payment of a civil fine, costs, or damages or expenses ordered under Subsection 1 or 2 or an installment of the fine, costs, or damages or expenses as allowed by the court, may be collected by the Township of Oxford by a means authorized for the enforcement of a judgment under Chapters 40 or 60 of the Revised Judicature Act, MCL 600.101, et seq.; MSA 27A.101, et seq., as amended

(5) Failure to Comply with Judgment or Order.

If a defendant fails to comply with an order or judgment issued pursuant to this section within the time prescribed by the general laws court, the court may proceed under Subsection 7.

(6) Failure to Appear in Court.

A defendant who fails to answer a citation or notice to appear in court for a violation of this state Ordinance is guilty of a misdemeanor, punishable by a fine of not more than Five Hundred Dollars (\$500) plus costs and/or imprisonment not to exceed ninety (90) days.

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(7) Civil Contempt.

- a. If a defendant defaults in the payment of a civil fine, costs, or other damages or expenses, or installment as ordered by the district court, upon motion of the Township of Oxford or upon its own motion, the court may require the defendant to show cause why the defendant should not be held in civil contempt and may

- issue a summons, order to show cause, or bench warrant of arrest for the defendant's appearance.
- b. If a corporation or an association is ordered to pay a civil fine, costs, or damages or expenses, the individuals authorized to make disbursements shall pay the fine, costs, or damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this Subsection.
 - c. Unless the defendant shows that the default was not attributable to an intentional refusal to obey the order of the court or to a failure on his or her part to make a good faith effort to obtain the funds required for payment, the court shall find that the default constitutes a civil contempt and may order the defendant committed until all or a specified part of the amount due is paid.
 - d. If it appears that the default in the payment of a fine, costs, or damages or expenses does not constitute civil contempt, the court may enter an order allowing the defendant additional time for payment, reducing the amount of payment or of each installment or revoking the fine, costs, or damages or expenses.
 - e. The term of imprisonment on civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall be specified in the order of commitment and shall not exceed one day for each Thirty Dollars (\$30) due. A person committed for nonpayment of a civil fine, costs, or damages or expenses shall be given credit toward payment for each day of imprisonment and each day of detention in default of recognizance before judgment at the rate of Thirty Dollars (\$30) per day.
 - f. A defendant committed to imprisonment for civil contempt for nonpayment of a civil fine, costs, or damages or expenses shall not be discharged from custody until one of the following occurs:
 - i. A defendant is credited with an amount due pursuant to Subsection 7, e.
 - ii. The amount due is collected through the execution of process or otherwise.
 - iii. The amount due is satisfied pursuant to a combination of Subdivisions 7, f, i, and ii.
 - g. The civil contempt shall be purged upon discharge of the defendant pursuant to Subsection 7, f.

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Chapter 30 - OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE IV DISORDERLY CONDUCT OFFENSES

DIVISION 3. OFFENSES AGAINST PUBLIC AUTHORITY OR GOVERNMENTAL OPERATIONS

Sec. 30-152. False alarms.

- a. Intent. The Township board has determined that false alarm activations can cause unnecessary disruption to the peace, safety, public services, residents, and businesses

within the Township. It is the intent of this section to regulate, restrict, and assess fines for repeated false alarm activations in order to protect the safety and welfare of the Township.

b. Definitions. For purposes of this section, the following definitions shall apply:

Alarm system means an assembly of equipment and devices, or a single device, arranged to signal the presence of a hazard requiring urgent attention and to which police are expected to respond.

False alarm means any alarm condition which is registered at the police department or elsewhere not resulting from criminal activity for which the alarm was intended, or in the case of a fire alarm any alarm condition which is registered at the police department or elsewhere not resulting from a fire or potential fire condition.

Subscriber includes but is not limited to any public service utility, fire department or police agency.

c. General prohibition. No person shall summon, as a joke or prank or otherwise without any good reason therefor, by telephone or otherwise, the police or the fire department or any public or private ambulance, to go to any address where the service called for is not needed.

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State Law reference— False fire alarms. MCL 750.240.

d. False alarm fees: when payment required. Notwithstanding any penalties provided for in the event of a conviction for violation of this chapter, and notwithstanding the fact that a prosecution for violation of this chapter has or has not been commenced, in order to defray the cost of responding to false alarms, any person, corporation, partnership or any other legal entity who uses, leases, installs or directs the installation of an alarm system described in this chapter shall pay to the Township an alarm fee as provided for in subsection (d) below, for each occasion that the alarm is activated and responded to by the police and/or fire department in any of the following cases:

- (1) No evidence of illegal entry or an attempt thereof;
- (2) No evidence of fire;
- (3) A malfunction in the system;
- (4) Activated by mistake;
- (5) Alarm activated by persons working on the alarm system, where the police and fire department were not previously notified.

e. Alarm fee schedule. For violations of section subsection (c) the alarm fee schedule shall be as follows:

- (1) First activation requiring response by police/fire department, in the calendar year: No charge.
- (2) Second activation requiring response by police/fire department, in the calendar year: \$50.00. If not paid within 30 days: \$55.00.

- (3) Third activation requiring response by police/fire department, in the calendar year: \$75.00. If not paid within 30 days: \$85.00.
- (4) Fourth and each subsequent activation requiring response by the police/fire department, in the calendar year: \$100.00. If not paid within 30 days: \$125.00.
- (5) For each additional 30-day period that the above required fees are not paid, an additional fee shall be required in the amount of \$5.00.

f. False alarm fee; exceptions.

- (1) Notwithstanding anything in this chapter to the contrary, no owner or lessee shall be required to pay the costs required in subsection (c) on the first occasion of a false alarm during any one (1) calendar year, but shall be advised in writing of the false alarm and of the existence of this chapter.
- (2) Further, such costs shall not be required in the case of any false alarm activated by severe weather or other violent conditions beyond the control of the owner or lessee of an alarm system.

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Exhibit C

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

**CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES RESOLUTION TO APPROVE
THE FIRST READING OF AN ORDINANCE TO AMEND THE CHARTER TOWNSHIP OF
OXFORD MUNICIPAL CODE CHAPTER 26, SECTION 26-17 TO ELIMINATE THE
REQUIREMENT OF RESIDENTS OBTAINING A BURN PERMIT IN ORDER TO
PARTICIPATE IN OPEN BURNING AND CHAPTER 30, ARTICLE IV, DIVISION 3, SECTION
30-152 TO UPDATE THE DEFINITION SECTION AND ADD LANGUAGE REGARDING
REGULATIONS AND ASSESSMENT OF FEES FOR FALSE ALARM ACTIVATIONS**

WHEREAS, The Township of Oxford (“Township”) Board of Trustees (Board) has determined that open burning has and contributes to creating or furthering a detrimental environmental effect, a health hazard, and serious and significant effects on the values of properties within the Township. It is the intent of this amendment to regulate and restrict open burning, and thus promote the public health, safety and welfare of the Township; and

WHEREAS, the Township seeks to eliminate the requirement of a burn permit for open burning so that Township residents will no longer be required to pull a permit in order to participate in open burning; and

WHEREAS, all regulations, restrictions and penalties remain in effect and noncompliance with the Ordinance may result in a fine and/or discontinuation of burning; and

WHEREAS, The Township Board of Trustees has determined that false alarm activations can cause unnecessary disruption to the peace, safety, public services, residents, and businesses within the Township. It is the intent of this amendment to regulate and assess fines to repeated false alarm activations, and thus promote the public health, safety and welfare of the Township; and

NOW THEREFORE BE IT RESOLVED, by passage of this Resolution the Charter Township of Oxford Board of Trustees does hereby approve the first reading of the text Amendments to the Municipal Code Chapter 26, Section 26-17 and Chapter 30, Article IV, Division 3, Section 30-152 and direct the Township Clerk to publish said ordinance in accordance with State law and hereby set the second reading of said Ordinance for_____.

MOVED BY: _____

SECONDED BY: _____

AYES: _____

NAYS: _____

ABSENT: _____

Adopted at a regular meeting of the Charter Township of Oxford Board of Trustees, Oakland County, Michigan, held on the 11th day of October 2023.

Curtis W. Wright, Clerk
Charter Township of Oxford

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

I, Curtis W. Wright, duly elected Clerk of the Charter Township of Oxford, do hereby certify that the foregoing is a complete and true copy of a Resolution adopted by the Charter Township of Oxford at a meeting of the Board of Trustees held on the 11th day of October 2023.

Curtis W. Wright, Clerk
Charter Township of Oxford

Exhibit D

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

**CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES RESOLUTION TO
APPROVE THE FIRE DEPARTMENT FEE SCHEDULE FOR PLAN REVIEWS**

WHEREAS, the Charter Township of Oxford (“Township”) Ordinance Chapter 26, Section 26-15- Review of site plans, subdivision plats and building plans requires the Fire Department to review, inspect and make recommendations on all Site Plans, Subdivision Plats and Building Plans.

WHEREAS, the plan review fees are to be set by the Township Board of Trustees by Resolution.

NOW THEREFORE BE IT RESOLVED, by passage of this Resolution the Charter Township of Oxford Board of Trustees does hereby approve the following Fee Schedule to be maintained by the Fire Department:

FIRE ALARM

	<u>FEE</u>
1 to 25 Devices (Line Items 1 through 5 Include Up To 2 Field Inspection)	\$150.00
26 to 50 Devices	\$175.00
51 to 75 Devices	\$225.00
76 to 100 Devices	\$275.00
101 to 125 Devices	\$325.00
Over 125 Devices - \$350.00 plus \$5.00 per Device Over 125	\$375.00
Replace or Upgrade Main FACP	\$75.00
Replace or Upgrade Communicator	\$75.00

FIRE SUPPRESSION - NFPA 13 and 13R

	<u>FEE</u>
1 to 20 Sprinkler Heads (Line Items 1 through 5 Include Up To 3 Field Inspections)	\$ 150.00
21 to 100 Sprinkler Heads	\$ 200.00
101 to 200 Sprinkler Heads	\$ 250.00
201 to 500 Sprinkler Heads	\$ 300.00
Over 500 Sprinkler Heads - \$600.00 plus \$1.00 per Sprinkler Head Over 500 QTY: _	\$ 350.00
Fire Pump (Witness Acceptance Test by Licensed Contractor)	\$ 75.00
Water Flow Test	\$ 75.00
Flush of Fire Main	\$ 75.00
Each Additional Inspection	\$ 75.00

FIRE SUPPRESSION Single Family Residence 13D

1 to 100 Sprinkler Heads (**Line Items 1 and 2 Include Up To 3 Field Inspections**) \$ 100.00
Over 100 Sprinkler Heads - \$100.00 plus \$0.25 per Sprinkler Head Over 100 QTY:___ \$ 0.25

Other Suppression Types

Kitchen Suppression Plan review and Acceptance Test (Puff test) \$ 150.00
Spray Booth Suppression Plan Review & Acceptance test \$ 150.00
Clean Agent system review & Acceptance test \$ 150.00
Each additional Inspection \$ 75.00

Site plan Review

\$ 225.00

Occupancy inspection

\$ 50.00

Third-Party Review (if necessary)

Fee Set by Third-Party

Moved: _____

Seconded: _____

AYES: _____

NAYS: _____

ABSENT: _____

Adopted at a regular meeting of the Charter Township of Oxford Board of Trustees, Oakland County, Michigan, held on the 11th day of October 2023.

Curtis W. Wright, Clerk
Charter Township of Oxford

CERTIFICATION

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

I, Curtis W. Wright, CMC, duly elected Clerk of the Charter Township of Oxford, do hereby certify that the foregoing is a complete and true copy of a Resolution adopted by the Charter Township of Oxford at a meeting of the Board of Trustees held on the 11th day of October 2023.

Curtis W. Wright, Clerk
Charter Township of Oxford

Exhibit E

Sec. 26-15. Review of site plans, subdivision plats and building plans.

- (a) The fire chief or his designated officer shall review and make recommendations on all site plans, subdivision plats and building plans. However, the plot plan and construction plan for single-family dwellings shall not be subject to this review unless required by the homeowner.
- (b) No permit shall be issued for building construction, demolition or occupancy for any use other than single-family dwellings without first having submitted the plans for such to the fire department for inspection. A plan review and inspection of the proposed improvement shall be conducted by the fire department. Acknowledgment of such inspection of plans shall be in writing from the fire department. Plan review fees are to be set by resolution of the township board.
- (c) The fire chief shall be given advance notice of all hearings before the planning commission or site plan review committee and the zoning board of appeals or building board of appeals and shall be given an opportunity to present comments on any proposed action.

(Ord. No. 95.001, art. 6, 12-12-2001)

Exhibit F

Oxford Fire Department permit Fee's

FIRE ALARM

	<u>FEE</u>
1 to 25 Devices (Line Items 1 through 5 Include Up To 2 Field Inspection)	\$150.00
26 to 50 Devices	\$175.00
51 to 75 Devices	\$225.00
76 to 100 Devices	\$275.00
101 to 125 Devices	\$325.00
Over 125 Devices - \$350.00 plus \$5.00 per Device Over 125	\$375.00
Replace or Upgrade Main FACP	\$75.00
Replace or Upgrade Communicator	\$75.00

FIRE SUPPRESSION - NFPA 13 and 13R

	<u>FEE</u>
1 to 20 Sprinkler Heads (Line Items 1 through 5 Include Up To 3 Field Inspections)	\$ 150.00
21 to 100 Sprinkler Heads	\$ 200.00
101 to 200 Sprinkler Heads	\$ 250.00
201 to 500 Sprinkler Heads	\$ 300.00
Over 500 Sprinkler Heads - \$600.00 plus \$1.00 per Sprinkler Head Over 500 QTY: _____	\$ 350.00
Fire Pump (Witness Acceptance Test by Licensed Contractor)	\$ 75.00
Water Flow Test	\$ 75.00
Flush of Fire Main	\$ 75.00
Each Additional Inspection	\$ 75.00

FIRE SUPPRESSION Single Family Residence 13D

1 to 100 Sprinkler Heads (Line Items 1 and 2 Include Up To 3 Field Inspections)	\$ 100.00
Over 100 Sprinkler Heads - \$100.00 plus \$0.25 per Sprinkler Head Over 100 QTY: _____	\$ 0.25

Other Suppression Types

Kitchen Suppression Plan review and Acceptance Test (Puff test)	\$ 150.00
Spray Booth Suppression Plan Review & Acceptance test	\$ 150.00
Clean Agent system review & Acceptance test	\$ 150.00
Each additional Inspection	\$ 75.00

Site plan Review

\$ 225.00

Occupancy inspection

\$ 50.00

Third-Party Review (if necessary)

Fee Set by Third-Party Reviewer

Date: December 13, 2023

To: Board of Trustees

From: Jonathan Nold - Trustee
(*Jonathan Nold, Oxford Township Planning Commission*)

Re: **Second Reading:** Ordinance 67A.032 - Noise

Board Members:

Attached for a Second Reading and possible adoption are the amendments to Zoning Ordinance 67A regarding noise regulations.

Attached for review is the information presented at the November 8, 2023 Township Board Meeting:

- A letter from Carlisle Wortman Planners Megan Masson-Minock and Matteo Passalacqua detailing the amendment request.
- The proposed amendments to the Zoning Ordinance highlighted in red.
- The excerpt from the September 28, 2023 Planning Commission Meeting Minutes.

The following motion is offered for your consideration:

I move to adopt the amendments to:

Article 10 Section 10.1(J) - Noise

**to the Charter Township of Oxford Zoning Ordinance
67A as presented.**



Carlisle | Wortman

ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Oxford Township Board of Trustees

FROM: Megan Masson-Minock, AICP & Matteo Passalacqua, Associate Planner

DATE: October 3, 2023

RE: Zoning Ordinance Text Amendments for Noise Regulations in Section 10.1

The Ordinance Review Committee (ORC) drafted the attached Zoning Ordinance amendment to Section 10.1, per their 2023 Work Plan. The sound standards are proposed to be updated to allow for exemptions from the maximum decibel levels created by regular maintenance and emergency use of whole-house generators.

At their September 28th, 2023 meeting, the Planning Commission held a public hearing on the proposed noise regulation amendments. Public comment offered concerns to the timing of generator testing and the decibels created. The Planning Commission recommended the amendments with a time limitation 8 a.m. to 6 p.m. for the proposed exemption. Meeting minutes are attached.

When reviewing the proposed amendments, please note that:

- Proposed text to be added is shown in red, underlined text: example
- Text proposed to be deleted is shown in red, strike through text: ~~example~~

The Zoning Ordinance text amendment adoption process is as follows:

- Public hearing by the Planning Commission
- Recommendation by the Planning Commission
- Consideration and Two readings by the Township Board
- Township Board Adoption

Thank you for your time and consideration.

CARLISLE/WORTMAN ASSOC., INC
Megan Masson-Minock, AICP
Principal

CARLISLE/WORTMAN ASSOC., INC.
Matteo Passalacqua
Community Planner

ARTICLE 10
ENVIRONMENTAL PROVISIONS

10.1 Environmental Performance Regulations.

J. Noise.

1. No operation or activity shall cause or create noise that exceeds the sound levels prescribed below, using an A-weighted decibel scale dB(A), when measured at the lot line of any adjoining use, based upon the following maximum allowable levels for each use district:

Zoning of Adjoining Properties	Maximum Allowable Noise Level measured in dB (A)	
	7 am to 9 pm	9 pm to 7 am
R-1A, R-1, R-2, R-3, SF-1, SF-2, SF-3, MHP, RM, AG, R	60	50
O, C-1, C-2, PQP	70	60
I-1, I-2, RO	85	75

Noise level measurements for comparison with the above limits shall be made using A-Weighted fast response measurements, using the "Max-Hold" feature of a spectrum analyzer.

For the purposes of this sub-section J., the term "adjoining use" shall include properties directly across any private or public road from the use whose noise is being measured (in addition to those which actually abut the property line of the use).

2. Lawn Care Exemption. Noise created by the reasonable use of equipment for the purposes of lawn care shall be exempt from the regulations of this sub-section J. concerning the hours of 7:00 a.m. to 9:00 p.m.; such noise shall be subject to the regulations of §10.2(J) Noise between the hours of 9:00 p.m. to 7:00 a.m.
3. Generator Exemption. Noise created by accessory generators shall be exempt from the regulations of this sub-section J. under the following circumstances:
 - a. Regular maintenance and/or testing of generators, with no more than 30 minutes of continued noise for weekly maintenance, and no more than 60 minutes of continued noise for monthly maintenance, between the hours of 8:00 a.m. and 6:00 p.m.

Draft for Township Board: September 29, 2023
Recommended by the Planning Commission on September 28, 2023
Recommended by ORC on May 18, 2023

a.b. Power outages.

Planning Commission Regular Meeting Thursday, September 28, 2023

Motion

Commissioner Nold moved, Commissioner Spisz seconded, to recommend approval of the zoning ordinance text amendment to the Township Board to exempt power generators from certain noise regulations during either weekly/monthly routine maintenance or power outages. It is further recommended that testing be allowed between 8:00 a.m. and 6:00 p.m.

Roll Call:

Ayes: Hunwick, Spisz, Bailey, Turner, Nold, Berger

Nays: None

Absent: Ballard

Motion Carried.

Public Hearing Notice

Zoning Ordinance Text Amendment to exempt power generators from certain noise regulations during either weekly/monthly routine maintenance or power outages. This amendment pertains to the following:

Section 10.1, Sub-Section J, Part 3 Generator Exemption. Noise created by generators shall be exempt of decibel level regulations per specific instances of weekly/monthly maintenance and power outages.

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Fire Chief, Assistant Fire Chief, and Finance Manager 2024 Salaries

Board Members:

Attached is a Memorandum from Fire Chief Matthew Majestic regarding proposed salaries for the Fire Chief, Assistant Fire Chief, and the Finance Manager.

If the Township Board is in favor, the following motion is offered for your consideration:

I move to approve the 2024 salaries for the following Oxford Fire Department non-union administrative employees:

\$119,175.00 for Fire Chief Matthew Majestic

\$100,800.00 for Assistant Fire Chief Randy Vesper

\$ 67,977.00 for Finance Manager Lindsay Young



Memo

To: Oxford Township Board

From: Fire Chief Matthew Majestic 

Cc:

Date: November 28, 2023

Re: Fire Department Administrative Positions 2024 Salary Proposals

I received notification from Danielle Smith that the following recommendations were made by the Salary Compensation Committee for wages for the appointed non-union Fire Department Administrative employees for 2024:

- Fire Chief Matthew Majestic- increase annual wage by 5% to \$119,175.00.
- Assistant Chief Randy Vesper- increase annual wage by 5% to \$100,800.00.
- Fire Department Finance Manager Lindsay Young- increase annual wage by 6% to \$67,977.00.

I respectfully request that the Board approve the proposed wage increases for the non-union appointed Fire Department Administrative staff as recommended by the Salary Compensation Committee.

If the Board approves the recommendations of the Salary Compensation Committee, I will coordinate with Finance Manager Young to make the appropriate changes for 2024. Additionally, I will place an addendum in the labor agreements to track the wages as approved for the coming year.

Thank you for your consideration of this request.

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Daniel Dery – New Hire Recognition

Board Members:

Daniel Dery was recently hired as a full-time firefighter paramedic for the Oxford Fire Department.

Fire Chief Matthew Majestic has requested to introduce and swear in Mr. Dery at the Township Board Meeting.

Also, attached is personal information provided by the Oxford Fire Department regarding Mr. Dery.



OXFORD FIRE DEPARTMENT

96 N. Washington St. • Oxford, Michigan, 48371
Ph. (248) 969-9483 • Fax. (248) 969-9489

Department Memorandum

12-7-2023

Firefighter/Paramedic Dan Dery was hired as a full-time employee with the Oxford Fire Department on Monday, December 4th, 2023. FF Dery comes to us from the Hazel Park Fire Department. FF Dery began his career in the fire service after serving six years in the United States Marine Corp and receiving an Honorable Discharge at the rank of Captain O-3. He received a Bachelor of Arts in Criminal Justice from Michigan State University in 2012 and a Juris Doctor Degree from Western Michigan University's Thomas Cooley Law School in 2015.

FF Dery is filling a full-time vacancy that was created with the passing of active department member, FF Shawn Goldie, in April of 2023.

FF Dery resides in Rochester Hills, MI with his wife (Jacqueline) and two children (Leo and Shoshana).



Sharpe Engineering Development Activity Report – December 2023

Oxford Township Municipal Projects

1. North Area Sanitary Sewer Special Assessment District:
 - Project bids were received on 8/31 in the amount of \$2,962,997.
 - Finalization of SAD process and bond sale expected in January 2024.
 - Sewer construction anticipated to begin in February 2024.
2. Camp Oakland Pump Station:
 - Contract awarded to Trojan Development at bid price of \$768,283.00
 - Minor construction items have begun.
 - Contractor waiting on materials with long lead times.
 - Major construction scheduled to begin in January 2024.
3. Ray Road Safety Path Project:
 - Contract awarded to Superior Excavating at bid price of \$542,860.00
 - Safety path has been paved and is available for pedestrian use.
 - Finalizing minor items to close project out.
4. Lakeville Road Safety Path Project:
 - Contract awarded to Jacklyn Contracting at bid price of \$147,535.00
 - Safety path has been paved and is available for pedestrian use.
 - Finalizing minor items to close project out.
5. Oxford Fire Station No.3:
 - Phase 1 land balancing and parking lot construction complete.
 - Phase 2 fire protection well drilled. Contractor has installed pumps & electrical.
 - DTE utility pole relocation and transformer energize complete.
 - Phase 3 driveway and cross-over work by Great Lakes Contracting is complete.
 - Finalizing items prior to project closeout.
6. Brabb-Dewey Engineering Design Grant:
 - Survey and design work related to a proposed sanitary sewer in the Brabb-Dewey subdivision is in process. Anticipated completion by December 31, 2023.
7. Township Hall Parking Lot:
 - Contract awarded to True North Asphalt at bid price of \$134,935.00
 - Parking lot has been paved by True North Asphalt and project has been finalized.
8. Seymour Lake Safety Path Project:
 - Survey and design work of Seymour Lake Road safety path (Sanders to Seymour Lake Park) is in process. Design completion expected in spring 2024.
9. Willow Lake PRV Project:
 - Survey and design work related to an existing Pressure Reducing Valve (PRV) at the southeast corner of Willow Lake Drive & State Street has commenced. Design completion expected in spring 2024.



Oxford Township Private Development Projects

1. 1225 S. Lapeer Road (Kurativ):
 - Development of new marijuana dispensary.
 - Construction of underground utilities and final paving completed.
 - Building interior being completed.
 - Grand opening anticipated in January.
2. 653 S. Lapeer Road:
 - Development of new marijuana dispensary.
 - Construction of underground utilities and base asphalt complete.
 - Building interior being completed.
 - Grand opening anticipated in March.
3. 280 N. Lapeer Road (Frequency Wellness):
 - Development of new marijuana dispensary.
 - Construction of underground utilities and base asphalt complete.
 - Building interior being completed.
 - Grand opening anticipated in March.
4. McLaren Urgent Care:
 - Redevelopment of the existing McLaren site with new 2-story, 50k square foot building.
 - Phase 1 site utilities have been completed.
 - Remaining infrastructure to be completed following demolition of existing building.
 - Construction of foundations and steel skeleton of new building are complete.
 - Building interior scheduled for completion in Fall 2024.
5. 411 N. Oxford Road:
 - Upgrades to existing building and site at 411 N. Oxford Rd.
 - Construction of underground utilities complete. Parking lot to be completed in Dec.
6. Enclaves of Woodbridge – Phase 2:
 - Residential project consisting of 11 duplex buildings (22 units total)
 - Construction of site utilities and roadway paving complete.
 - Finalizing project items prior to close out.
 - Building construction to begin during winter months.
7. Sanctuary Hills:
 - Residential project consisting of 85 single family homes on south side of E. Drahner.
 - Applicant is currently in the site planning process.
 - Clearing of trees on the property has begun.
 - Construction of infrastructure anticipated to begin in 2024.

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: North Area Sanitary Sewer Special Assessment District Bond Authorizing Resolution

Board Members:

As you are aware, the Township Board has approved a Special Assessment District (“SAD”) to construct a sanitary sewer line along the east side of M-24 north of the Village of Oxford limits up to approximately Dunlap Road, known as the North Area Sanitary Sewer SAD project.

As part of this SAD process, there will be bonds sold to fund the project in the estimated cost of \$3,520,000.00.

Attached for review is an email from Bond Counsel representative Thomas Colis summarizing the attached Resolution authorizing the sale of the Bonds requiring approval by the Township Board.

Also attached is the projected financing timeline provided by PFM Financial Advisors, LLC.

The following motion is offered for consideration:

I move to approve the Resolution Authorizing 2024 Special Assessment Bonds (Limited Tax General Obligation) for the North Area Sanitary Sewer Special Assessment District project as presented and authorize Supervisor Jack Curtis and Clerk Curtis W. Wright to sign the Resolution as necessary on behalf of the Charter Township of Oxford.

Curtis Wright

From: Colis, Thomas D. <Colis@millercanfield.com>
Sent: Wednesday, December 6, 2023 4:24 PM
To: Jack Curtis; Curtis Wright; Joseph Ferrari; brittney@kellyfirmc.com; Kari Blanchett; Paul Stauder; Kristine Griffiths; Vincent Hayes; Lauren Kaufman
Cc: Liscombe, Ronald C.
Subject: Oxford Charter Township :: Bond Authorizing Resolution (Special Assessment Bonds) [MCPS-ACTIVE.FID2839913]
Attachments: Bond Authorizing Resolution (Special Assessment Bonds)(41435448.4).docx

Good Afternoon,

I have attached for your review and consideration by the Township Board at its meeting on December 13 the *Resolution Authorizing 2024 Special Assessment Bonds (Limited Tax General Obligation)*. The resolution has been prepared using the bond specifications provided by PFM.

The resolution provides the following, among other things:

1. Authorizes the issuance of a series of bonds in the maximum amount of \$3,520,000.
2. Provides that the bonds are payable in the first instance from special assessments to be received in the North Area Sanitary Sewer Special Assessment District.
3. Pledges the Township's full faith and credit as security should the special assessments be insufficient to cover any debt service payment.
4. Establishes the Debt Retirement Fund and Construction Fund.
5. Provides the form of bond and notice of sale (if the bonds are sold through a competitive sale).
6. Designates the bonds as "qualified tax exempt obligations".
7. Provides for the award of the bonds by an authorized officer within the parameters set forth in the resolution.
8. Authorizes entering into a continuing disclosure undertaking in connection with the bonds.
9. Provides an alternative to sell the bonds pursuant to a private placement if favorable market conditions exist and based on the recommendation of PFM.

If acceptable, the resolution should be considered by the Township Board at the December 13 meeting. **Prior to the meeting, the notice that appears as Exhibit A to the resolution needs to be posted at the regular place where the Township posts its meeting notices.**

I would appreciate receiving a signed copy of the resolution following its adoption.

Please contact Ron Liscombe or me with any questions or comments regarding the resolution.

Tom

Thomas D. Colis | Principal

Miller Canfield

150 West Jefferson Avenue, Suite 2500

Detroit, Michigan 48226 (US)

T +1.313.496.7677 | F +1.313.496.7500 | M +1.313.815.6910

RESOLUTION _____
RESOLUTION AUTHORIZING
2024 SPECIAL ASSESSMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)

CHARTER TOWNSHIP OF OXFORD
County of Oakland, State of Michigan

Minutes of a regular meeting of the Township Board of the Charter Township of Oxford, County of Oakland, State of Michigan (the "Township"), held on December 13, 2023 at 6:30 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the Township Board has previously prepared, reviewed and confirmed the North Area Sanitary Sewer Special Assessment Roll (the "Roll") for the construction of certain sanitary sewer system improvements (the "Project") in the North Area Sanitary Sewer Special Assessment District (the "District");

WHEREAS, to finance the cost of the Project, the Township Board has determined that it will be necessary to issue special assessment bonds pursuant to Act 188, Public Acts of Michigan, 1954, as amended ("Act 188") pledging for their payment collections on the Roll; and

WHEREAS, the Township Board has determined it is in the best interest of the Township to issue special assessment bonds, pledging for their payment collections on the Roll to finance part of the costs of the Project, and to pledge its limited tax full faith and credit for the prompt and timely payment of the principal of and interest on the bonds in the event the collections of special assessments and interest thereon are not sufficient.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the Township designated 2024 SPECIAL ASSESSMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are hereby authorized to be issued in the aggregate principal sum of not to exceed Three Million Five Hundred Twenty Thousand Dollars (\$3,520,000) or such lesser amount as shall be determined by the Township Supervisor and Township Clerk (each an "Authorized Officer") at the time of sale of the Bonds, for the purpose of paying the costs of the Project, paying capitalized interest on

the Bonds, and paying costs incidental to the issuance, sale and delivery of the Bonds.

The issue shall consist of bonds in fully-registered form of the denomination of \$5,000 each, or integral multiples thereof not exceeding for each maturity the aggregate principal amount of such maturity, and numbered consecutively in order of registration. Alternatively, if the Bonds are sold pursuant to a private placement to a purchaser qualified under either Regulation D or Rule 144A of the Securities Act of 1933, as amended, the Bonds shall be in the denomination of \$100,000 and integral multiples of \$5,000 in excess thereof.

The Bonds shall bear interest at a rate or rates not exceeding six percent (6%) per annum, expressed in multiples of 1/8 or 1/100 of 1% or both, to be fixed by the bids therefor or as determined by an Authorized Officer at the time of sale. Interest shall be payable on July 1, 2024 (or such date as determined at the time of the sale thereof) and semiannually thereafter. The Bonds may be sold at public competitive sale or pursuant to a private placement at a price not less than 99% or more than 105% of the principal amount thereof, and shall be payable in not more than fifteen (15) annual installments.

The Bonds shall be dated as of the date of delivery, or such other date as determined by an Authorized Officer, at the time of sale of the Bonds. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing referenced maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Township to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, who is hereby selected to act as transfer agent for the Bonds (the "Transfer Agent"), or such other bank or trust company selected by an Authorized Officer prior to the publication of the notice of sale for the Bonds as the transfer agent for the Bonds.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the Township with the manual or facsimile signatures of the Township Supervisor and the Township Clerk and shall have the seal of the Township, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Township Treasurer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and each Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the

Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the Township. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Township shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the Township. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Security for Bonds; Debt Retirement Fund; Defeasance of Bonds. The Bonds are issued in anticipation of the collection of future due installments on the Roll, together with interest and investment income thereon. In addition to the special assessments primarily pledged as aforesaid, the full faith, credit and resources of the Township shall be pledged secondarily for the prompt payment of the principal of and interest on the Bonds as the same become due. If the pledged special assessments are not collected in amounts sufficient to pay the principal of and interest on the Bonds as the same become due, the Township will promptly advance from its general funds as a first budget obligation sufficient moneys to pay said principal and interest, or, if necessary, levy taxes upon all taxable property in the Township therefor, subject to applicable constitutional and statutory tax rate limitations.

The Township hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The Township shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the Township subject to applicable constitutional and statutory tax rate limitations, such sums as may be necessary to pay such debt service in such fiscal year.

The Township Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the Township Board, to be designated 2024 SPECIAL ASSESSMENT BONDS DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the

moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Township Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the Township Board, to be designated 2024 SPECIAL ASSESSMENT BONDS CONSTRUCTION FUND (the "Construction Fund"), and deposit into the Construction Fund the proceeds of the Bonds less accrued or capitalized interest, if any, which shall be deposited into the Debt Retirement Fund. The amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds (including proceeds of the good faith deposit received at the time of sale, if any) shall be deposited to the appropriate account in the Construction Fund to be used to pay for the Project and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

CHARTER TOWNSHIP OF OXFORD

2024 SPECIAL ASSESSMENT BOND
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	July 1, _____	_____, 2024	

Registered Owner:

Principal Amount: _____ Dollars

The Charter Township of Oxford, County of Oakland, State of Michigan (the "Township"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on July 1, 2024 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the Township may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the Township kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the Township are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$ _____, issued in anticipation of the collection of special assessments in a Special Assessment District (the "District") of the Issuer, for the purpose of paying the cost of certain sanitary sewer improvements in the District, all in accordance with the provisions of Act 188, Public Acts of Michigan, 1954, as amended and a duly adopted resolution (the "Resolution") of the Township.

Bonds of this issue maturing in the years 2024 to 2031, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the Township, in any order of maturity and by lot within any maturity, on any date on or

after July 1, 2031, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem the bond or portion thereof.

This bond is transferable only upon the registration books of the Township kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest hereon, is payable primarily out of special assessments to be collected on the lands situated in the aforesaid District. In case of insufficiency of the special assessment collections, this bond is payable as a first budget obligation out of the general funds of the Township, including the collection of any ad valorem taxes which the Township is authorized to levy, subject to applicable constitutional and statutory tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the Township, including this bond and the series of bonds of which this is one, does not exceed any constitutional or statutory debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the Charter Township of Oxford, by its Township Board, has caused this bond to be signed in the name of the Township by the facsimile signatures of its Township Supervisor and Township Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CHARTER TOWNSHIP OF OXFORD
County of Oakland
State of Michigan

By: _____
Its: Township Supervisor

By: _____
Its: Township Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

THE HUNTINGTON NATIONAL BANK,
Grand Rapids, Michigan
Transfer Agent

By: _____
Authorized Signatory

[Insert form of assignment]

7. Notice of Sale. Each Authorized Officer is individually authorized to fix a date for sale of the Bonds and to cause to be published a notice of sale for the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form, with such completions and revisions within the parameters established by this resolution as may be deemed necessary or appropriate by an Authorized Officer in consultation with the Township's bond counsel and municipal advisor:

OFFICIAL NOTICE OF SALE
\$3,520,000*
CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND, STATE OF MICHIGAN

2024 SPECIAL ASSESSMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)
**Subject to adjustment as set forth in this Notice of Sale*

Bids for the purchase of the above bonds will be received in the manner described in this Notice of Sale on _____, 2024 until __:__.m., prevailing Eastern Time, at which time and place the bids will be read. The award or rejection of the bids will occur on that date.

FAXED BIDS: Signed bids may be submitted by fax to the offices of the Municipal Advisory Council (MAC), at (313) 963-0943, provided that faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds electronically as follows:

Electronic bids will be received by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. IF ANY PROVISION OF THIS OFFICIAL NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS OFFICIAL NOTICE OF SALE SHALL CONTROL.

Bidders may choose any means to present bids but a bidder may not present a bid by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on July 1, 2024 and semiannually thereafter.

The bonds will mature on the 1st day of July in each of the years as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$100,000	2032	\$245,000
2025	245,000	2033	245,000
2026	245,000	2034	245,000
2027	245,000	2035	245,000
2028	245,000	2036	245,000
2029	245,000	2037	240,000
2030	245,000	2038	240,000
2031	245,000		

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The Township reserves the right to decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the Township to be sufficient to pay the costs to construct the Project, capitalized interest on the bonds, and the costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the Township, the purchase price of the bonds will be adjusted by the Township proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding six percent (6%) per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1% or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY ONE YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE PRECEDING YEAR. The difference between the highest and lowest interest rates bid shall not exceed three percent (3%) per annum. No proposal for the purchase of less than all of the bonds or at a price less than 99% or more than 105% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2024 to 2031 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the Township, in any order of maturity and by lot within any maturity, on any date on or after July 1, 2031, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem the bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities as term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on July 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of

mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: Unless otherwise requested by the purchaser, the bonds will be issued in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the Township may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the Township as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the Township kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing sanitary sewer improvements in a certain Special Assessment District in the Township, as set forth in the bond authorizing resolution. The special assessments and interest and investment income thereon shall be sufficient to pay the principal of and interest on the bonds when due. In addition, the Township will pledge its limited tax full faith and credit as additional security for payment of principal and interest. Pursuant to such pledge, should special assessment collections be insufficient, the Township shall be obligated to pay the principal of and interest on the bonds as a first budget obligation from its general funds, including the collection of any ad valorem taxes which the Township is authorized to levy, but any such levy shall be subject to applicable constitutional and statutory tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

AWARD OF BONDS – TRUE INTEREST COST: The sale of the bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on July 1, 2024 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to the closing date, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the Township, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing

authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

QUALIFIED TAX-EXEMPT OBLIGATIONS: The Township has designated the bonds as “qualified tax-exempt obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

ISSUE PRICE: The winning bidder shall assist the Township in establishing the issue price of the bonds and shall execute and deliver to the Township at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix G-1 or Appendix G-2 to the Preliminary Official Statement for the bonds, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Township and bond counsel.

The Township intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the Township is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the Township anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- d. the Township anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the Township shall so advise the winning bidder. The Township will not require bidders to comply with the “hold-the-offering price rule” (as described below), and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the Township, may elect to apply the “hold-the-offering price rule.” Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the Township of its intention to apply either the “hold-the-offering-price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to

determine the issue price of the bonds, then the following two paragraphs shall apply:

- a. The Township shall treat the first price at which 10% of a maturity of the bonds (the "10% Test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Township if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the Township the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Township or bond counsel.

If the winning bidder does request that the "hold-the-offering price rule" apply to determine the issue price of the bonds, then following three paragraphs shall apply:

- a. The winning bidder, in consultation with the Township, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the "hold-the-offering price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the Township if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the Township, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
 - a. the close of the fifth (5th) business day after the sale date; or
 - b. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the Township when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The Township acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Township further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a

related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

- b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.
- c. sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale.

Further, for purposes of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party;
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the Township (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

- d. "sale date" means the date that the bonds are awarded by the Township to the winning bidder.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The Township will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, by the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the Township shall promptly return the good faith deposit, if any. Payment for the bonds shall be made in Federal Reserve Funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the Township; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the Township deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from PFM Financial Advisors LLC, financial advisors to the Township, at the address and telephone listed under REGISTERED MUNICIPAL ADVISOR below. PFM Financial Advisors LLC will provide the winning bidder with an electronic version of the final Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Copies of the Official Statement will be supplied by PFM Financial Advisors LLC, upon request and agreement by the purchaser to pay the cost of the copies. Requests for copies should be made to PFM Financial Advisors LLC within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the

bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the bonds. Any and all increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the Township has requested and received a rating on the bonds from a rating agency, the Township shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE TOWNSHIP.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the Township has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended December 31, 2023, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the Township to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISORS: PFM Financial Advisors LLC, Ann Arbor, MI (the "Municipal Advisor") is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board ("MSRB").

FURTHER INFORMATION relating to the bonds may be obtained from PFM Financial Advisors LLC at 555 Briarwood Circle, Suite 333, Ann Arbor, MI 48108, (734) 994-9700.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Curtis Wright, Township Clerk
Charter Township of Oxford

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than fifteen (15) years.

9. Tax Covenant; Qualified Tax-Exempt Obligations. The Township shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The Township hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is individually authorized and directed to: (a) cause the preparation and circulation of a Preliminary Official Statement with respect to the Bonds and to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission, and to approve circulation of a final Official Statement with respect to the Bonds; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds if deemed economically advantageous to the Township based on the advice of the Township's municipal advisor; and (c) apply for ratings on the Bonds.

11. Continuing Disclosure. The Township agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and each Authorized Officer is hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. Each Authorized Officer is hereby individually authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, series designation, the place of delivery and payment, and other matters within the parameters described in this resolution. Each Authorized Officer is hereby authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties and the Michigan Department of Treasury, including submitting an exemption from the rating requirement if the Bonds are privately placed with a purchaser, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. Each Authorized Officer is hereby individually authorized on behalf of the Township, without further authorization or approval of this Township Board, to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the Township computed in accordance with the terms of the Official Notice of Sale as published; *provided that* the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the purchase price for the Bonds shall not be less than 99% nor more than 105% of the par value of the Bonds, the true interest cost

of the Bonds shall not exceed six percent (6.00%), and the final maturity for the Bonds shall not be later than fifteen (15) years from the date of issuance.

14. Alternative Method of Sale. As an alternative to selling the Bonds pursuant to a competitive public sale, the Authorized Officers are each hereby authorized, based upon the market conditions as they exist at the time of the sale of the Bonds, and in consultation with and based upon the advice of the Township’s Municipal Advisor, to sell the Bonds pursuant to a private placement with a bank or financial institution if it is determined that a private placement would provide the Township with greater flexibility in structuring bond maturities, including redemption provisions, and the timing of the sale of the Bonds, and would enable the Township to better market the Bonds to the advantage of the Township and its taxpayers. An Authorized Officer is authorized to solicit proposals, negotiate and, subject to the parameters set forth in this resolution, execute a sale order at the time of sale thereof establishing the final details of the Bonds and, if necessary, appoint a placement agent and execute a bond purchase agreement and other related documents with the purchaser of the Bonds.

15. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution.

16. Municipal Advisor. PFM Financial Advisors LLC is retained as the registered municipal advisor to the Township in connection with the issuance of the Bonds.

17. Confirmation of Act 34 Posting. The Township hereby confirms that the posting required pursuant to Act 34, Public Acts of Michigan, 2001, as amended, as set forth in Exhibit A attached hereto, was done in due time and form as required by Act 34.

18. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Curtis Wright, Township Clerk
Charter Township of Oxford

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oxford, County of Oakland, State of Michigan, at a regular meeting held on December 13, 2023, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Curtis Wright, Township Clerk
Charter Township of Oxford

EXHIBIT A

MEETING NOTICE

**TOWNSHIP BOARD
CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND, STATE OF MICHIGAN**

At the regular meeting of the Township Board, Charter Township of Oxford, County of Oakland, State of Michigan to be held on December 13, 2023 at 6:30 p.m. prevailing Eastern Time, the Township Board will discuss the issuance by the Township of its 2024 Special Assessment Bonds (Limited Tax General Obligation) in an amount not to exceed \$3,520,000, which Bonds pledge the Township's limited tax full faith and credit.

This notice is given pursuant to the requirements of Section 308, Act 34, Public Acts of Michigan, 2001, as amended.

Curtis Wright, Township Clerk
Charter Township of Oxford

41435448.4/066982.00011



DRAFT FINANCING TIMETABLE

**Charter Township of Oxford
County of Oakland, State of Michigan
2023 Special Assessment Bonds
(Limited Tax General Obligation)**

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

DATE	✓ ACTION REQUIRED	RESPONSIBLE PARTY
Tue, Oct 24, 2023	✓ PFM provided Bond Specifications to Bond Counsel	PFM
Fri, Nov 03, 2023	PFM circulates draft financing timeline	PFM
Wed, Nov 08, 2023	Second Assessment Hearing & Township Board Adopts Resolution confirming special assessment roll	Twp
Fri, Nov 10, 2023	PFM circulates draft Preliminary Official Statement ("POS") to working group for review/comment	PFM
Tue, Nov 28, 2023	Bond counsel provides bond authorizing resolution	BC
Thu, Nov 30, 2023	Due diligence call on POS @ 10 am ET (tentative date & time)	All Parties
Thu, Nov 30, 2023	Township to provide initial indication of intention to prepay	
Mon, Dec 04, 2023	PFM to recirculate updated draft POS to working group	PFM
<i>Fri, Dec 08, 2023</i>	<i>Special assessment appeal period expires</i>	<i>Twp</i>
Wed, Dec 13, 2023	Township Board to adopts Bond Authorizing Resolution	Twp
Thu, Dec 14, 2023	Bond rating requested (assumes public sale)	PFM
Week of Dec. 18th	Rating preparation call	PFM / Twp
Dec 28, 29, Jan 2 or 3	Rating Agency call	PFM / Twp
Fri, Jan 05, 2024	Township to provide PFM with prepaid assessment amount / PFM to reduce bond amount accordingly	Twp / PFM
Mon, Jan 08, 2024	PFM to recirculate updated final draft POS to working group	PFM
Tue, Jan 09, 2024	Bond Rating released	PFM
Wed, Jan 10, 2024	POS published / distributed	PFM / BC
Wed, Jan 10, 2024	Official Notice of Sale published	BC
Tue, Jan 23, 2024	Bond Sale and Award of Bonds (11:00 am)	All parties
Tue, Jan 30, 2024	Print Final Official Statement	PFM
Wed, Jan 31, 2024	Draft closing memo distributed	PFM
Fri, Feb 02, 2024	Final closing memo distributed	PFM
Thu, Feb 15, 2024	Tentative Bond closing - via phone/wire	All parties
March 2024	Security report filed with Department of Treasury	BC

Legend:

Twp = Charter Township of Oxford
 BC = Miller, Canfield, Paddock and Stone P.L.C. (Bond Counsel)
 PFM = PFM Financial Advisors LLC (Financial Advisor)

Date: December 13, 2023

To: Board of Trustees

From: Curtis Wright, Clerk

Re: Parks and Recreation Fireworks Permit Approval

Dear Board Members:

Attached is a letter from Parks and Recreation Director Phil Castonia requesting Township Board approval for a fireworks event on February 3, 2024, and the 2024 Seymour Celebration fireworks scheduled for Friday, June 7, 2024 and Saturday, June 8, 2024.

The following motion is offered for your consideration:

I move to approve the 2024 American Fireworks Company Contract for a fireworks display scheduled for Saturday, February 3, 2024, and approve fireworks displays for the annual Seymour Celebration scheduled for Friday, June 7, 2024, and Saturday, June 8, 2024; further, the Oxford Township Parks & Recreation Department will continue to work closely with the Oxford Fire Department and Oakland County Sheriff's Office to insure all safety and health regulations are followed as it pertains to the above fireworks events.



OXFORD TOWNSHIP PARKS AND RECREATION

2795 Seymour Lake Road * Oxford, MI 48371
Phone: 248-628-1720 / Fax: 248-628-1854
Web: www.oxparkrec.org

Commissioners

Ronald Roop

Theresa Myer

Tim Kalohn

Austin Brantly

Sarah Jones

November 21, 2023

Dear Clerk Wright,

Could you please place the Oxford Township Parks and Recreation Department on the regular scheduled Oxford Township Board of Trustees December 13, 2023 meeting agenda.

The parks & recreation department will be seeking the required approval for the following community events:

- Saturday, February 3, 2024—Meijer Winter Family Fun & Fireworks
- Friday, June 7 and Saturday, June 8, 2024—Seymour Celebration Fireworks

Please find attached the necessary paperwork.

Should you need additional information regarding this matter, please do not hesitate to contact me at 248-628-1720.

Sincerely,

Phil Castonia
Director

“We create community through people, parks and programs”

2024 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.	DATE PERMIT(S) EXPIRE:
------------------------	---	------------------------

TYPE OF PERMIT(S) (Select all applicable boxes)

Agricultural or Wildlife Fireworks
 Articles Pyrotechnic
 Display Fireworks
 Public Display
 Private Display
 Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Oxford Township Parks & Recreation		ADDRESS OF APPLICANT 2795 Seymour Lake Road, Oxford, MI	AGE OF APPLICANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR American Fireworks Company Brian Teeling		ADDRESS OF PYROTECHNIC OPERATOR 152 Nutwood Avenue, Tallmadge, Ohio	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 37	NO. DISPLAYS 1,200+	WHERE Ohio, Michigan, Pennsylvania, Indiana	
NAME OF ASSISTANT Dustin Bond		ADDRESS OF ASSISTANT 2575 Middleton Rd., Hudson, OH	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO

EXACT LOCATION OF PROPOSED DISPLAY
SEYMOUR LAKE PARK, 2795 SEYMOUR LAKE ROAD, OXFORD, MI 48371

DATE OF PROPOSED DISPLAY February 3, 2024 - June 7 and June 8, 2024 Rain Date: February 4, 2024 - June 9, 2024	TIME OF PROPOSED DISPLAY Approx. 6:30 pm in February and 9:30 pm each night in June
--	---

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

No storage of fireworks will be necessary. Fireworks will be brought to site the day of the display for set up and firing and will not be left unattended.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY Everest Indemnity Ins. Co. & Everest Danali Ins. Co.
--	---

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
Britton-Gallagher & Associates, Inc., One Cleveland Center, Floor 30, 1375 E. 9th Street, Cleveland, Ohio 44114

NUMBER OF FIREWORKS			KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Feb 3 9	June 7 9	June 8 14	1.5" Special Effect Barrages
408	408	384	2.5" Assorted Aerial Shells
228	228	264	3" Assorted Aerial Shells
90	90	138	4" Assorted Aerial Shells
36	36	78	5" Assorted Aerial Shells
---	---	24	6" Assorted Aerial Shells

SIGNATURE OF APPLICANT	DATE
------------------------	------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2023

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

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

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No., Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No.): 216-658-7101													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest Indemnity Insurance Co.</td> <td>10851</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C : Axis Surplus Ins Company</td> <td>26620</td> </tr> <tr> <td>INSURER D : Accident Fund Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Axis Surplus Ins Company	26620	INSURER D : Accident Fund Ins. Co.		INSURER E :		INSURER F :
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INSURER F :															
INSURED American Fireworks Company 7041 Darrow Road P. O. Box 1447 Hudson OH 44236-2254	54														

COVERAGES

CERTIFICATE NUMBER: 1397284728

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SI8ML02518-231	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00291-231	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-000841157-02	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ARP12001125200 (MI)	4/19/2023	4/19/2024	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Excess Liability #2			SI8EX02318-231	4/1/2023	4/1/2024	Each Occ/ Aggregate	\$5,000,000
							Total Excess Limits	\$9,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.


Display Date: February 3, June 7, June 8, 2024

Rain Dates: February 4, June 8, June 9, 2024

Location: Seymour Lake Park, 2795 Seymour Lake Road, Oxford, MI 48371

Additional Insureds: Oxford Township, Michigan

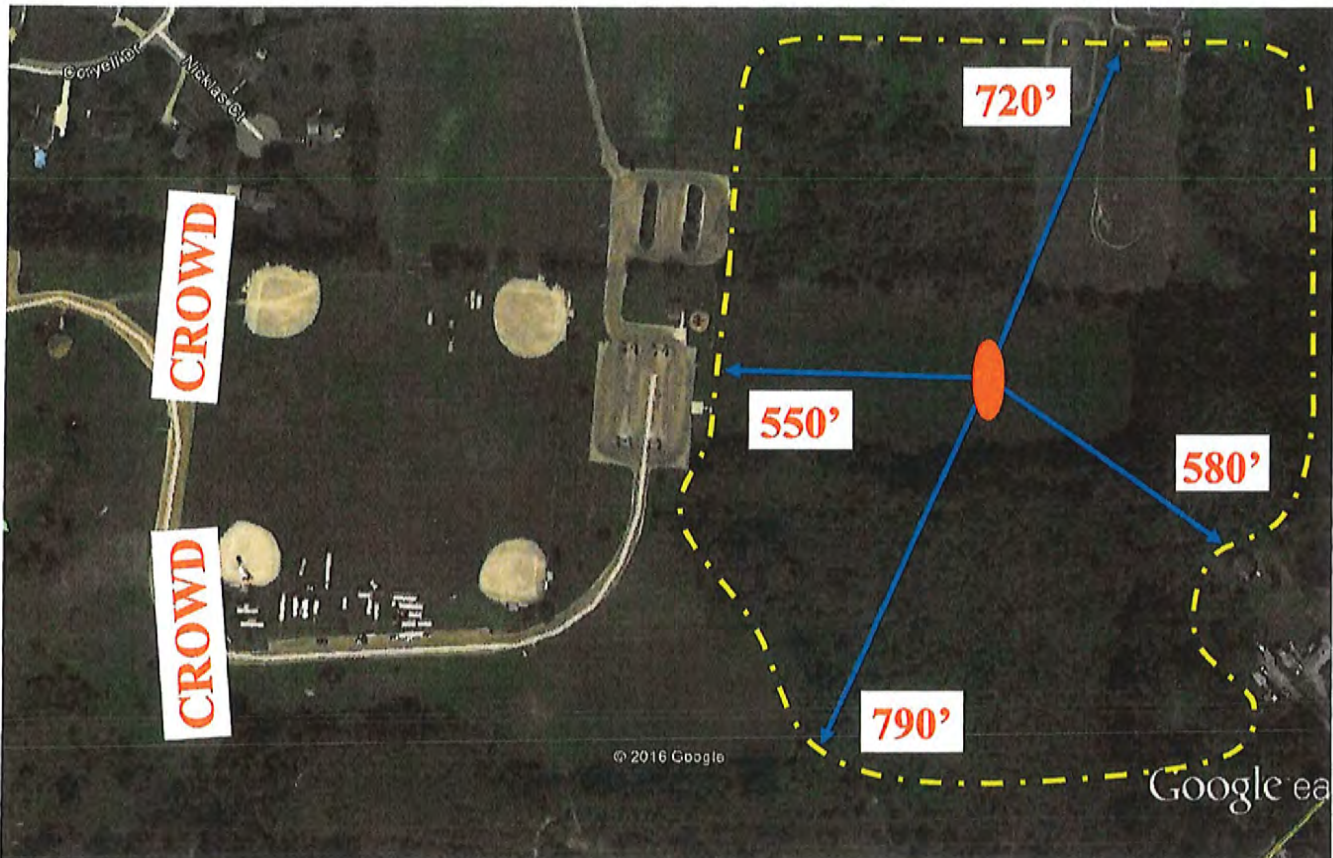
CERTIFICATE HOLDER**CANCELLATION**

Oxford Township Parks & Recreation 2795 Seymour Lake Road Oxford MI 48371	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 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

Oxford Township

Seymour Lake Park: 2795 Seymour Lake Road, oxford, Michigan 48371



Distance Required to Meet NFPA 1123

1.5" → 6"

105' → 420'

AMERICAN FIREWORKS COMPANY

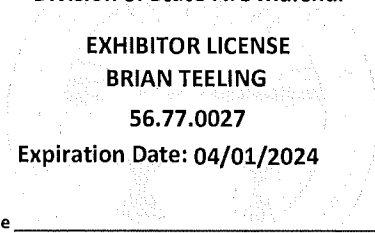
DEC 2022

Any changes in information must be submitted within 30 days to:

**Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us**

This license shall be carried on your person while performing the listed activities.

**State of Ohio
Department of Commerce
Division of State Fire Marshal**



EXHIBITOR LICENSE

BRIAN TEELING

56.77.0027

Expiration Date: 04/01/2024

Signature _____
This card shall be on your person while performing listed activities.



**Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068**

**BRIAN TEELING
AMERICAN FIREWORKS COMPANY
PO BOX 1447
HUDSON, OH 44236-0947**

BRIAN TEELING
is duly licensed to conduct business as an
exhibitor in the State of Ohio until the
expiration date of
04/01/2024

The classification(s) of Licensure for this
period are:

Fireworks and Pyrotechnics - NFPA 1123 and 1126
Flame Effects - NFPA 160

This license is not transferrable

Any changes in information must be submitted within 30 days to:

**Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us**

This license shall be carried on your person while performing the listed activities.

**State of Ohio
Department of Commerce
Division of State Fire Marshal**

**EXHIBITOR LICENSE
DUSTIN JAMES BOND**

56.77.0085

Expiration Date: 04/01/2024

Signature _____

This card shall be on your person while performing listed activities.



**Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068**

**DUSTIN JAMES BOND
PO BOX 1447
AMERICAN FIREWORKS COMPANY
HUDSON, OH 442360947**

DUSTIN JAMES BOND
is duly licensed to conduct business as an
exhibitor in the State of Ohio until the
expiration date of
04/01/2024

**The classification(s) of Licensure for this
period are:**

**Fireworks and Pyrotechnics - NFPA 1123 and 1126
Flame Effects - NFPA 160**

This license is not transferrable



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

November 8, 2023

AMERICAN FIREWORKS INC
ATTENTION: KATIE
PO BOX 1447
HUDSON, OH 44236

901090: MH/SJI
5400
File Number: 4-OH-00238

Premises Address: 7041 DARROW ROAD HUDSON, OH 44236

Dear Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	4-OH-153-54-3M-00238
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	December 1, 2023

Name
AMERICAN FIREWORKS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**7041 DARROW ROAD
HUDSON, OH 44236-**

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**AMERICAN FIREWORKS INC
PO BOX 1447 ATTN KATIE
HUDSON, OH 44236-**


Licensee/Permittee Responsible Person Signature

PRESIDENT
Position/Title

Nancy J. Sorgi
Printed Name

12-16-2020
Date

Previous Edition is Obsolete AMERICAN FIREWORKS INC:7041 DARROW ROAD:44236-4 OH-153-54-3M-00238 December 1, 2023-54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	AMERICAN FIREWORKS INC
Business Name:	
License/Permit Number:	4-OH-153-54-3M-00238
License/Permit Type:	54-USER OF EXPLOSIVES
Expiration:	December 1, 2023
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

2024

Permit for Fireworks Other Than Consumer or Low Impact
Michigan Department of Licensing & Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing MI 48909
(517) 241-8847

Authority 2011 PA 256 The Department of Licensing & Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make our needs known to this

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only

Display Fireworks
ISSUED TO OXFORD TOWNSHIP PARK & RECREATION
ADDRESS 2795 SEYMOUR LAKE ROAD, OXFORD, OHIO
NAME OF ORGANIZATION GROUP, FIRM OR CORPORATION
ADDRESS
NUMBER AND TYPES OF FIREWORKS
9 1.5" SPECIAL EFFECT BARRAGES
408 2.5" ASSORTED AERIALS SHELLS
228 3" ASSORTED AERIALS SHELLS
90 4" ASSORTED AERIALS SHELLS
36 5" ASSORTED AERIALS SHELLS
EXACT LOCATION OF DISPLAY OR USE SEYMOUR LAKE PARK, 2795 SEYMOUR LAKE ROAD
CITY VILLAGE, TOWNSHIP OXFORD TOWNSHIP, MI
BOND OR INSURANCE FILED [X] YES [] NO
DATE FEBRUARY 3, 2024 TIME APPROX. 9:30 PM
R/D: FEBRUARY 4, 2024 EACH NIGHT
AMOUNT \$10,000,000

Issued by action of the Legislative Body of a
[] City [] Village [] Township of _____ on the _____ day of
(Signature and Title of Legislative Body Representative)
THIS FORM IS VALID FOR THE YEAR SHOWN ONLY

Date: December 13, 2023

To: Board of Trustees

From: American Rescue Plan Act ("ARPA") Committee
(Jon Nold, Margie Payne, Curtis Wright)

Re: American Rescue Plan Act Fund Update / Recommendation

Dear Board Members:

The ARPA Committee met on Tuesday November 21, 2023 and discussed projects in which to allocate the remaining available funds.

The current balance of the remaining ARPA funds to be allocated is \$25,504.94.

Engineer Jim Sharpe was contacted regarding the Camp Oakland Pump Station engineering design, and he indicated the design is complete and no additional costs will be charged to the project.

The ARPA Committee is recommending allocation of funds for the following projects:

\$25,504.94 = to Parks and Recreation for pickleball courts

\$ 9,825.00 = reallocation of remaining Camp Oakland Pump Station engineering design funds to Parks and Recreation for pickleball courts

This recommended allocation was reviewed by Brittney Kimball-Ellis and confirmed it is a permissible use of ARPA funds. *(confirmation email attached)*

If these recommended ARPA allocation/reallocation funds are approved all ARPA funds in the amount of \$2,031,364.94 will be allocated. Attached is an allocation summary pending Township Board approval.

The following motion is offered for consideration:

I move to approve the allocation of American Rescue Plan Act funds as follows:

\$25,504.94 to the Oxford Township Parks and Recreation Commission for the upgrade and/or construction of pickleball courts; and

to approve the reallocation of the remaining Camp Oakland Sanitary Sewer Pump Station Engineering Design funds in the amount of \$9,825.00 to the Oxford Township Parks and Recreation Commission for the upgrade and/or construction of pickleball courts.

Curtis Wright

From: Brittney Kimball Ellis <brittney@kellyfirmpc.com>
Sent: Tuesday, December 5, 2023 3:36 PM
To: Curtis Wright
Cc: Jon Nold; Margie Payne; Danielle Smith; Phil Castonia
Subject: Re: American Rescue Plan Act funds for pickleball

Hi Curtis,

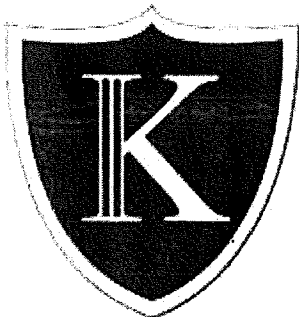
In my opinion, the expenditure described below is appropriate under the ARPA final rule as a "provision of a government service." Pursuant to the ARPA final rule and guidance, this is the "most flexible eligible category under the ... program." The rule defines government services as "generally include any service traditionally provided by a government unless Treasury has stated otherwise." US Treasury's FAQ on the final rule states that the "many other costs that governments typically bear to provide services are costs that could comprise the costs of government services and are eligible uses of funds." In sum, the Government Services is a broad category that includes expenditures on services typically provided by the government.

Based on the above, in my opinion, the provision of services to support upgrades to the Township's Park and Recreation Commission assets (in this case, construction of a pickle ball court) is a traditional service provided by local units of government that would fall within the broad mandate of a "government service." Further, the expenditure does not fall into any prohibited expenditure categories under the ARPA. Therefore, I find the expenditure of ARPA funds on construction of pickle ball courts to be appropriate under the ARPA.

Best,

Brittney

Brittney K. Ellis
Attorney
Kelly Firm, PLC
2825 University Drive
Auburn Hills, Michigan 48326
Office (248) 655-7025
Cell (734) 834-7367
Brittney@kellyfirmpc.com



**THE
KELLY
FIRM**

This email is intended only for those persons to whom it is addressed. It is confidential and is protected by the attorney-client privilege and work product doctrine. Individual addressees are not authorized to waive or modify this privilege in any way. Individuals are advised that any dissemination, reproduction, or unauthorized review of this information by persons other than those listed above is prohibited. If you have received this message in error, please notify the sender immediately. Thank you for your cooperation.

From: Curtis Wright <CWright@oxfordtownship.org>

Sent: Friday, December 1, 2023 12:00 PM

To: Brittney Kimball Ellis <brittney@kellyfirmnpc.com>

Cc: Jon Nold <jnold@oxfordtownship.org>; Margie Payne <mjensen72@aol.com>; Danielle Smith <dsmith@oxfordtownship.org>; Phil Castonia <pcastonia@oxparkrec.org>

Subject: American Rescue Plan Act funds for pickleball

Brittney:

The Oxford Township American Rescue Plan Act ("ARPA") Committee met and will be recommending to allocate ARPA funds to the Oxford Township Parks and Recreation Commission toward upgrading/constructing pickleball courts. The ARPA Committee is requesting your legal opinion to confirm that funding for pickleball courts is a permissible use of ARPA Funds.

Thanks,
Curtis

Curtis W. Wright, Clerk
Charter Township of Oxford

American Rescue Plan Act ("ARPA") - Use of Funds				
ARPA funds approved	Expenses	Remaining Balance		Most Recent Invoice
\$90,175.00	\$90,175.00	\$0.00	Camp Oakland Sanitary Sewer Pump Station Engineering Design funds (approved by the Township Board October 13, 2021) Engineer Jim Sharpe indicated on November 21, 2021 the engineering design work was completed. The ARPA Committee recommended to reallocate the remaining funds (\$9,825.00) to the Oxford Township Parks and Recreation Commission for the purpose of upgrading/constructing pickleball courts for consideration at the December 13, 2023 Board Meeting.	December 6, 2023
\$300,000.00	\$63,725.00	\$236,275.00	M-24 Sewer Line north of Harriet Street allocation (approved by the Township Board January 12, 2022) (a.k.a. North Area Sanitary Sewer SAD)	December 6, 2023
\$89,594.50	\$89,594.50	\$0.00	Fire Radios and funding for proposed Fire Station #3 (approved by the Township Board February 9, 2022). The remaining \$10,405.50 balance was transferred to the Proposed Fire Station #3 account resulting in a \$0.00 balance in this project account and is considered completed (approved by the Township Board April 12, 2023).	February 1, 2023
\$125,000.00	\$39,290.74	\$85,709.26	Cemetery Maintenance Improvements including drainage, paving, and tree planting (\$100,000 approved by the Township Board February 9, 2022). An additional \$25,000.00 was approved by the Township Board at the April 12, 2023 Meeting.	June 2, 2022
\$482,860.00	\$428,075.61	\$54,784.39	Ray Road Safety Path Construction (\$150,000 approved by the Township Board February 9, 2022). (\$332,860 was approved by the Township Board at the August 9, 2023 Meeting.)	October 3, 2023
\$435,405.50	\$415,506.00	\$19,899.50	Proposed Fire Station #3 (\$200,000 approved by the Township Board March 9, 2022). Well bid approved at the March 8, 2023 Board Meeting in the amount of \$41,794.00. It was rescinded at the April 12, 2023 Board Meeting and approved a bid from Layman in an amount NTE \$48,000.00. Also, transferred the \$10,405.50 remaining funds from the fire radios account to this account. Also, charged the \$4,143.13 DTE pole relocation to this account (payment to be made in the near future). (\$225,000 approved by the Township Board May 10, 2023.)	December 6, 2023
\$50,000.00	\$50,000.00	\$0.00	Polly Ann Trail for pooling of funds with Orion Township (\$82,000) and Addison Township (\$30,000) to apply for a future resurfacing Grant. (approved by the Township Board June 8, 2022) (Payment posted October 7, 2022)	December 2, 2022
\$100,000.00	\$100,000.00	\$0.00	Farmers Market Contribution to Parks and Recreation toward the construction. (approved by the Township Board September 14, 2022)(Payment posted November 30, 2022)	November 30, 2022
\$8,000.00	\$4,997.50	\$3,002.50	Legal Fees (approved by the Township Board March 9, 2022)	April 23, 2023
\$180,000.00	\$42,586.25	\$137,413.75	Sanitary Sewer Project for the Brabb-Dewey Subdivision (approved by the Township Board at the August 9, 2023 Meeting.)	December 6, 2023
\$70,000.00	\$0.00	\$70,000.00	Audio and Visual upgrades to the Township Board Meeting Room (approved by the Township Board at the August 9, 2023 Meeting.)	None to Date
\$50,000.00	\$0.00	\$50,000.00	Back up Generator contribution to the Oxford Public Library with requirement they become a warming and cooling site location and part of the Oxford Township Support Emergency Operations (approved by the Township Board at the August 9, 2023 Meeting.)	None to Date
\$15,000.00	\$0.00	\$15,000.00	Drinking Fountain for the Helen Smith Park (approved by the Township Board at the August 9, 2023 Meeting.)	None to Date
\$35,329.94	\$0.00	\$35,329.94	Pickleball court upgrades/construction contribution to the Oxford Township Parks and Recreation Commission recommended to the Oxford Township Board for consideration of approval at the December 13, 2023 Board Meeting. This \$39,412.44 amount will represent the \$24,504.94 of unallocated ARPA funds and the remaining \$9,825.00 of ARPA funds transferred from the Camp Oakland Sanitary Sewer Pump Station project.	None to Date
\$2,031,364.94	\$1,323,950.60	\$707,414.34	TOTALS	
\$1,015,694.03	= ARPA Funds first installment received in 2021			
\$1,015,670.91	= ARPA Funds second installment received in 2022			
\$2,031,364.94	= Total ARPA Funds received			
\$0.00	= Current Balance of Remaining ARPA Funds to be allocated			

MEMO

To: Oxford Township Board of Trustees

From: Joseph G. Ferrari, Oxford Twp. Safety Path Committee Chairman

Date: December 7, 2023

Re: Boulder Pointe Golf Club—M-24 Tunnel

As discussed before, there may be an opportunity where the M-24 Tunnel by Boulder Pointe Golf Club could be made available to Oxford Township. The Oxford Township Board of Trustees authorized having SME look at the structural soundness of the tunnel. In general, the tunnel was assessed to be in fair-to-good condition. As you can see by the report, there are some issues that need to be addressed, but there is nothing structurally deficient with the tunnel. The Oxford Township Safety Path Committee voted 2-0-1 to accept this tunnel if it is made available to us.

If you have any questions, please feel free to contact me at 248-628-9787, ext. 105. Thank you very much for your time.

If the board is in favor, the following motion has been prepared for your consideration.

Motion by: _____

Seconded by: _____

That the Charter Township of Oxford Board of Trustees authorizes Supervisor Jack L. Curtis to formally accept the M-24 Tunnel by the Boulder Pointe Golf Club property if it is made available to Oxford Township.



The Kramer Building
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584

T (734) 454-9900

www.sme-usa.com

November 29, 2023

Mr. Jim Sharpe, PE
President
Sharpe Engineering
101 N Washington
Oxford, Michigan 48371

Via E-mail: jim@sharpe-engineering.com

RE: Oxford Township Tunnel/M-24
Boulder Pointe Golf Club - M-24 Tunnel
Oxford, Michigan 48371
SME Project No. 094466.00

Dear Mr. Sharpe:

SME completed a limited structural condition assessment (SCA) of a reinforced cast-in-place concrete tunnel beneath the Michigan state highway M-24. The assessment's purpose was to assess extent and severity of structural deterioration. This information will contribute to Oxford Township's understanding of the tunnel's physical condition as they consider a prospective tunnel ownership transfer from Boulder Pointe Golf Club to Oxford Township.

This report summarizes assessment activities, findings, and provides conceptual-level repair recommendations to address recognized structural deficiencies.

BACKGROUND

The cast-in-place concrete tunnel spanned east/west below M-24 and was reportedly constructed in the 1940's for use as part of a gravel conveying system passing under the highway, Figure No. 1.

The tunnel's length between entrances was approximately 300 feet. Its interior rectangular dimensions were 7.5 feet wide by 6.6 feet high. There was an abandoned aggregate transportation chute room within the tunnel. The chute was abandoned in-place and was approximately 6 by 6 feet (width by length), and located near the room's southwest corner. The room's interior dimensions were approximately 15 by 12 by 10 feet (width x length x height). There was a steep slope transition that began approximately three feet from the chute room at an acute angle toward the east entrance. Photo No. 1 shows one of the two tunnel entrances.

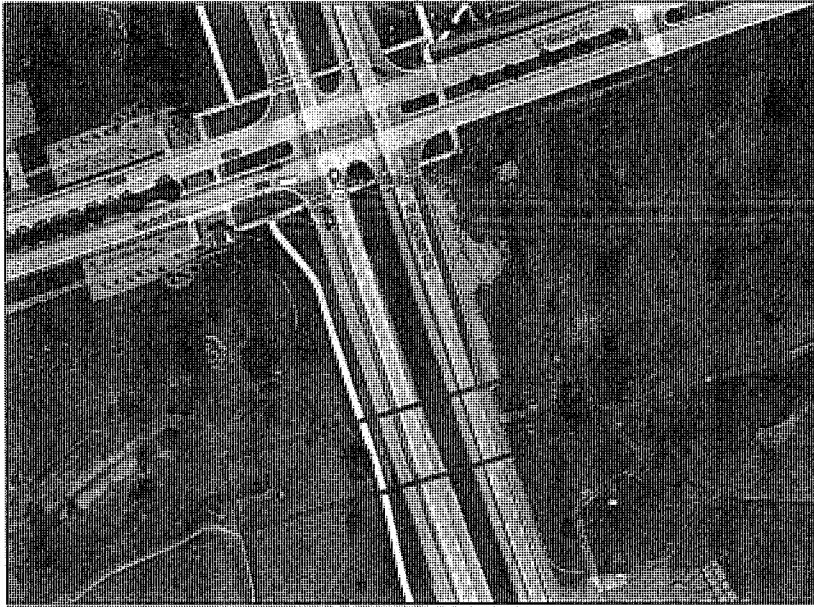


FIGURE NO. 1: Aerial view showing location of tunnel beneath M-24, red rectangle (north is up, photo from GoogleEarth).

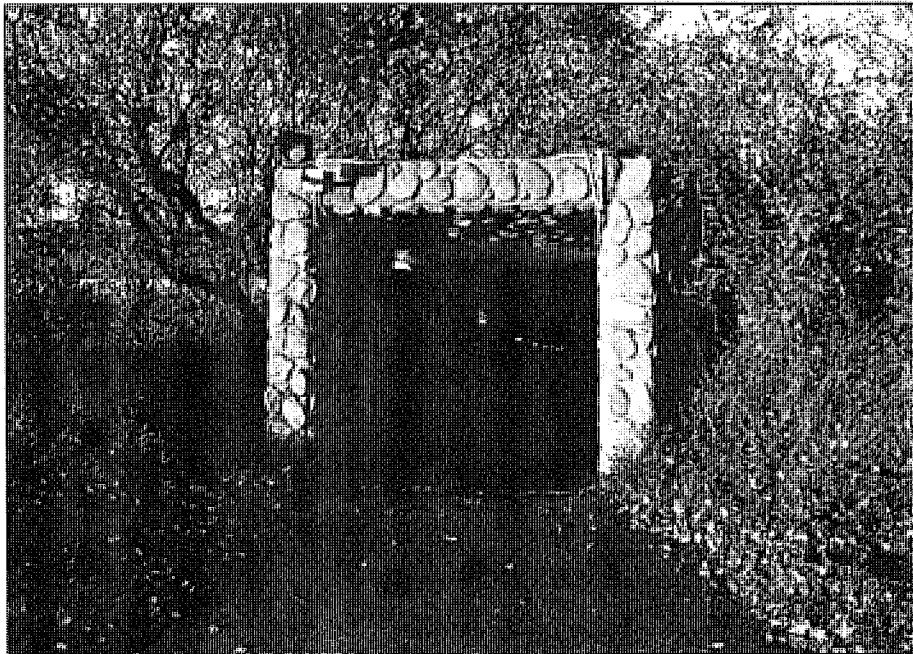


PHOTO NO.1: Tunnel east entrance.

ASSESSMENT PROCEDURES

VISUAL ASSESSMENT

Visual assessment activities were conducted in accordance with guidelines and methodology presented in ACI 201.1R-08, "Guide for Conducting a Visual Inspection of Concrete in Service"; ACI 562-16, "Code Requirements for Assessment, Repair, and Rehabilitation of Existing Concrete Structures and Commentary", and ACI 364.1R-07, "Guide for Evaluation of Concrete Structures before Rehabilitation". Representative and anomalous structural components were visually reviewed, photographed, and measured, as needed to convey pertinent existing conditions.

NONDESTRUCTIVE TESTING

Nondestructive testing (NDT) procedures conformed with ACI PRC-228.2R-13, "Report on Nondestructive Test Methods for Evaluation of Concrete in Structures" and ASTM Standards related to each testing method. Testing method selections were based on material, accessibility, and conditions, as follows:

AUDIBLE SOUNDING

Audible sounding was used to detect delaminated concrete in general accordance with ASTM D4580/D4580M-12R18, "Standard Practice for Measuring Delaminations in Concrete Bridge Decks by Sounding".

GROUND PENETRATING RADAR

Ground penetrating radar (GPR) was used to identify detectable internal anomalies and other detectable physical characteristics within concrete. It was primarily used to detect embedded reinforcing steel and verify layout to avoid damaging it during extraction of concrete core samples.

HALF-CELL POTENTIAL

Corrosion potential measurements were taken in representative areas on the interior side of tunnel walls and roof slab concrete using a half-cell potential device. Output data was used to estimate likelihood of reinforcing steel corrosion in accordance with ASTM C876-22a, "Standard Test Method for Corrosion Potentials of Uncoated Reinforcing Steel in Concrete".

PETROGRAPHIC ANALYSIS

Core samples were obtained using diamond core drilling in accordance with ASTM C42/C42M-20, "Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete". Core samples were subjected to laboratory testing and analysis, in accordance with the following standards:

- ASTM C1218/C1218M-20, "Standard Test Method for Water-Soluble Chloride in Mortar and Concrete".
- ASTM C856-20, "Standard Practice for Petrographic Examination of Hardened Concrete".

CONDITION STATES

Tunnel elements were evaluated and categorized with respect to condition and deterioration nomenclature terms: "Good"; "Fair"; "Poor"; and "Critical", defined as follows:

- **Good:** Deterioration of structural element(s) limited to minor blemishes. Structural capacity or serviceability of structural element unaffected by deterioration. Repairs not generally recommended at time of assessment.
- **Fair:** Structural capacity or serviceability of structural element(s) was functionally impaired by minor deterioration, due primarily to normal use and environmental effects. Monitoring for future deterioration recommended. Minor repairs may be recommended to improve and maintain structural capacity and/or serviceability.
- **Poor:** Structural capacity or serviceability of structural element(s) was impaired by extensive deterioration or deficiency. Remediation of structure or element(s) recommended to restore capacity and serviceability.
- **Critical:** Extensive deterioration of structural element(s) with potential for injury or failure. Immediate corrective measures recommended.

ASSESSMENT FINDINGS

VISUAL ASSESSMENT

SME's on-site activities were completed October 24, 2023. SME's field assessment team consisted of a Professional Engineer, licensed in The State of Michigan, familiar with similar SCA's of reinforced concrete tunnels, and an engineer helper. Approximate locations of tunnel deterioration conditions are shown on Tunnel Assessment Diagram, attached.

Cast-in-place concrete tunnel interior was in generally *Fair* condition with the following deficiencies:

- Roughly six-to-eight stone veneer units, at both west and east tunnel entrances had spalled. Several in-place stones were audibly delaminated from mortar bedding, Photo No. 2.
- West tunnel entrance appeared altered from the original construction, exposing roof slab reinforcing steel.
- Narrow vertical wall cracks were common every 10-20 feet on-center, Photo No.3.
- Calthemite (secondary mineral deposits) were common at roof slab cracks, Photo No.4.
- Abandoned aggregate chute had widespread steel corrosion and active water infiltration, Photo No. 5.
- Ponding water had accumulated below the chute, Photo No.6
- Cold joints were found between tunnel and chute room concrete placements, Photo No.7.
- Localized cracks in tunnel walls permitted active water infiltration, Photo No.8.
- Crack with active water infiltration and rust staining on underside of roof slab, Photo No. 9.
- Concrete spalls on exposed tunnel roof slab, adjacent to northbound highway lanes, Photo No.10.

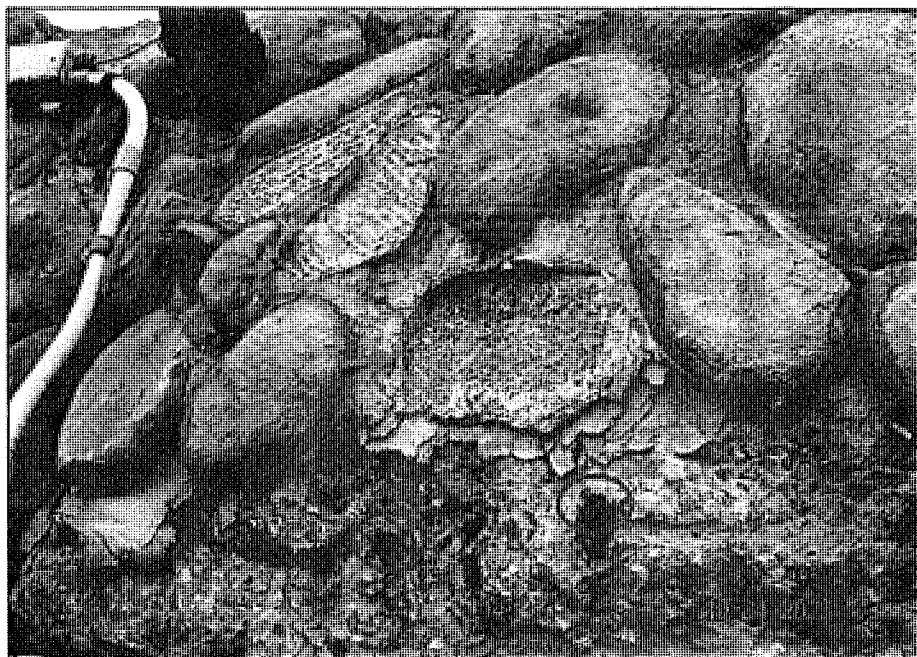


PHOTO NO. 2: Delaminated stone veneer locations at west tunnel entrance, indicated by blue arrows. Exposed roof slab reinforcing steel indicated by red ovals.

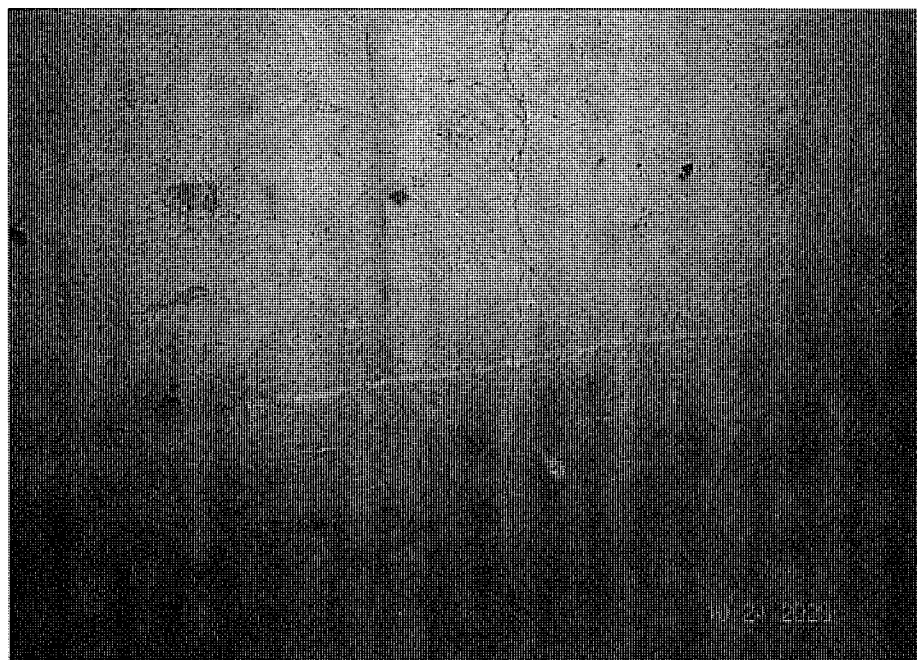


PHOTO NO.3: Representative vertical hairline crack in tunnel wall.

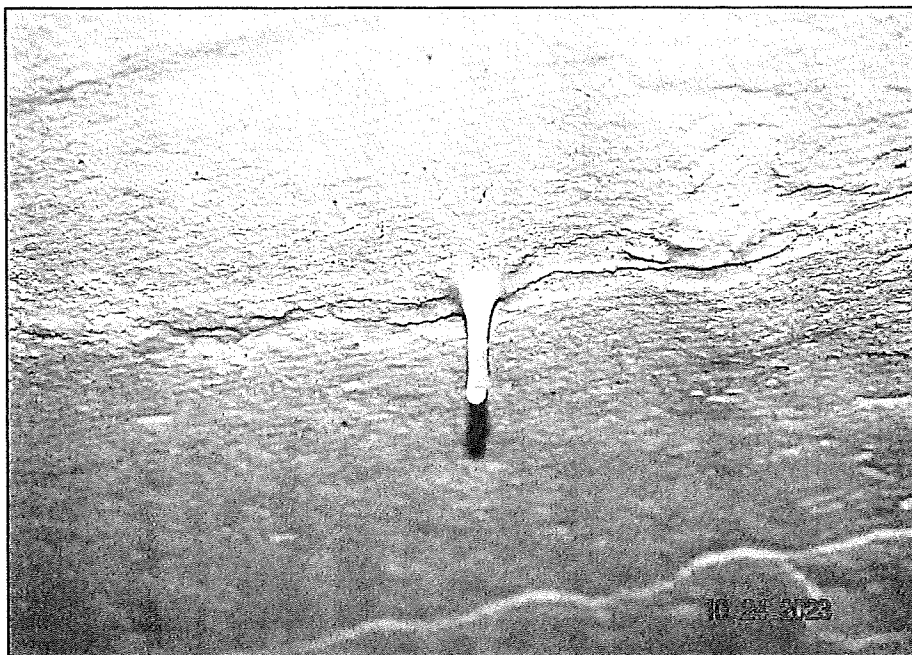


PHOTO NO.4: Representative calthemite deposit at roof slab crack.



PHOTO NO.5: Corroded steel of abandoned aggregate chute.

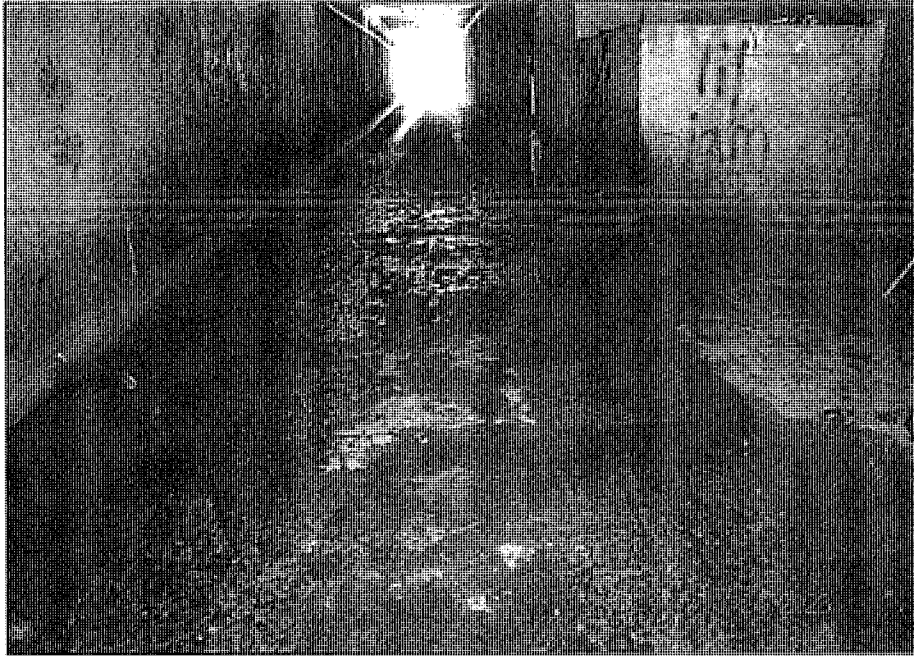


PHOTO NO.6: Ponding water below abandoned chute.

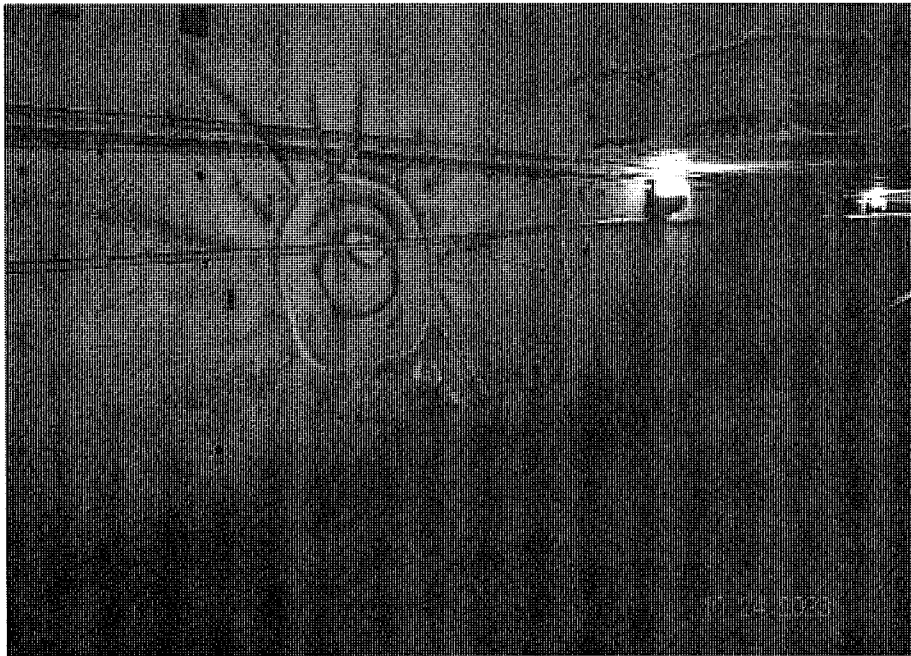


PHOTO NO.7: •Cold joints between tunnel and chute room concrete placements, arrows.

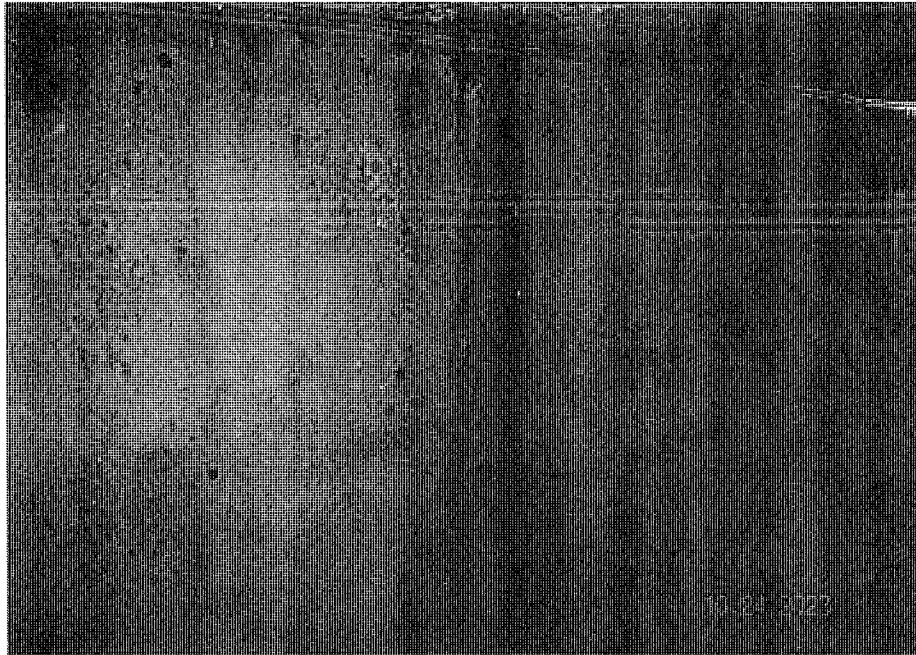


PHOTO NO.8: Representative vertical wall crack with active water infiltration.



PHOTO NO.9: Crack with active water infiltration and rust staining on underside of roof slab.

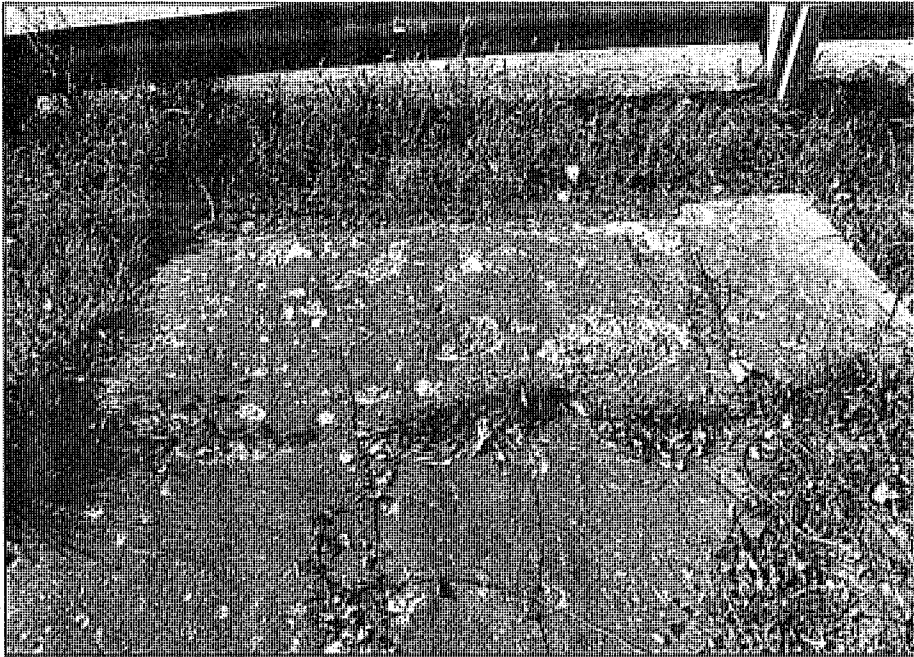


PHOTO NO.10: Concrete spalls on exposed tunnel roof slab adjacent to northbound highway lanes (above roof slab area shown in Photo No. 9).

NONDESTRUCTIVE TESTING

GROUND PENETRATING RADAR

GPR line scans were made at core sample locations to locate embedded reinforcing steel, to avoid it during coring operations and to obtain representative reinforcing layout information. The reinforcing steel was spaced roughly 12 inches on-center in orthogonally in the tunnel walls and roof slab.

Image Nos.1 and 2 depict representative GPR line scans with detected reinforcement.

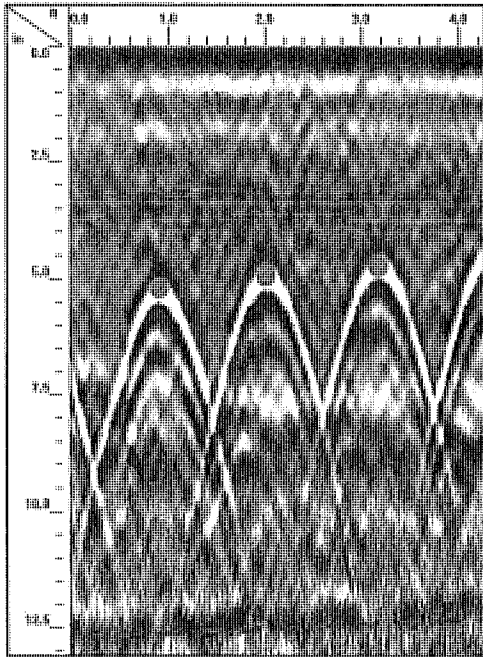


IMAGE NO.1: Representative GPR line scan data output showing detected reinforcement (blue dots) and suspected backside of wall (red dashed line, approximately 12 inches thick).

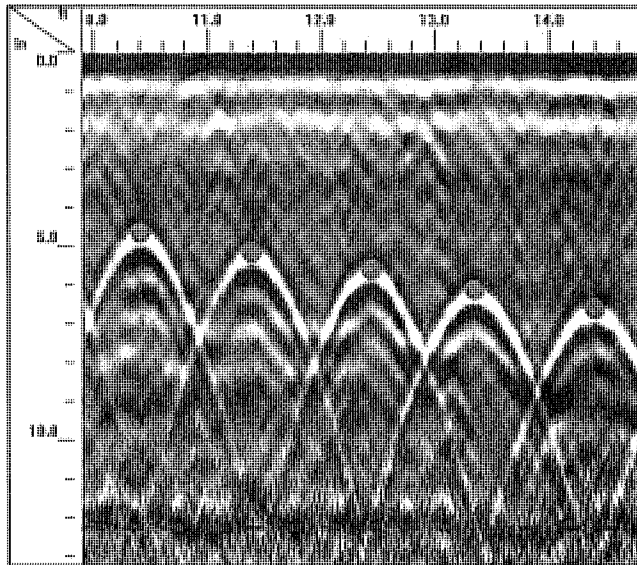


IMAGE NO.2: GPR line scan data output showing detected reinforcement (blue dots) and suspected backside of wall (red dashed line).

HALF-CELL POTENTIAL

Half-cell potential testing was conducted at several locations on the underside of the tunnel roof slab utilizing existing exposed reinforcing steel (shown in Photo No. 2) to make electrical connections. A representative voltmeter reading during half-cell potential testing is shown in Photo No. 11. Industry-recognized half-cell potential values with related corrosion probabilities are given in Table No. 1.

TABLE NO. 1: HALF-CELL POTENTIAL VALUES AND RELATED CORROSION PROBABILITY

HALF-CELL POTENTIAL (mV/CSE*)	PROBABILITY OF STEEL CORROSION ACTIVITY
> -200	Less than 10%
-200 ↔ -350	Uncertain
< -350	More than 90%

NOTES: * mV/CSE: Millivolts per Copper Sulfate Electrode



PHOTO NO.11: Photographic representative half-cell potential for corrosion reading.

Measured corrosion potential values were generally between -200 and -350 mV/SCE at tested locations, indicating reinforcing steel corrosion to be uncertain at the time of assessment (meaning a value within a range where the likelihood for corrosion was not well defined).

CORE SAMPLE TESTING

Two, three-inch diameter core samples were extracted from the tunnel. Core C2 was partial depth extracted from the tunnel roof slab. Core C4 was full depth extracted from the tunnel wall. Core samples were logged and transported to SME's Plymouth, MI laboratory for testing and analyses. Core-hole locations were patched with commercial hydraulic quick-setting concrete.

CHLORIDE CONTENT TESTING

Chlorides contribute to corrosion of embedded steel in reinforced concrete elements and is commonly associated with concrete deterioration. Chlorides may be introduced into concrete through mixing water, contaminated aggregate, chemical admixtures, deicing salts, and by contact with brackish or sea water.

Chloride-induced corrosion occurs when the chloride ion concentration at the surface of reinforcing steel exceeds a certain amount known as the critical threshold level (CTL). As distress conditions worsen, increased corrosion and volume expansion (rust accumulation) occur, leading to localized high concrete tensile stresses that can crack and delaminate concrete surrounding the steel and cause spalls.

Cores C2 and C4 were tested to determine water-soluble chloride content. Chloride testing considered chloride content from 0-1 and 2-3 inches deep (with respect to the interior exposed concrete surface (C2) and exterior (blindsided) surface (C4)). Testing provided information about concrete quality and corrosive environment near the concrete surface. Chloride content test results are shown in Table No. 2.

TABLE NO. 2 – WATER-SOLUBLE CHLORIDE TEST RESULTS

DEPTH, IN	CL CONTENT IN CONCRETE PERCENT BY WEIGHT	
	CORE C2	CORE C4
0-to-1	0.062 (620 ppm)	0.051 (510 ppm)
2-to-3	0.047 (470 ppm)	0.047 (470 ppm)

NOTE: Maximum acceptable chloride (CL) limit for reinforced concrete per ACI 362.1R-12 "Guide for the Design and Construction of Durable Concrete Parking Structures" (for new construction) is 600 ppm.

Results indicated in-situ chloride values for the 0-1 inch depth samples was near to or slightly exceeded the maximum acceptable chloride limit specified for reinforced concrete structures exposed to moisture and chloride for new construction, or the maximum acceptable chloride threshold value of "plain" uncoated bars of concrete structures in service. However, the in-situ chloride values were below the limit in the 2-3-inch depth.

PETROGRAPHIC EXAMINATION

Cores were subjected to petrographic analyses. Photomicrographs and principal findings are summarized as follows:

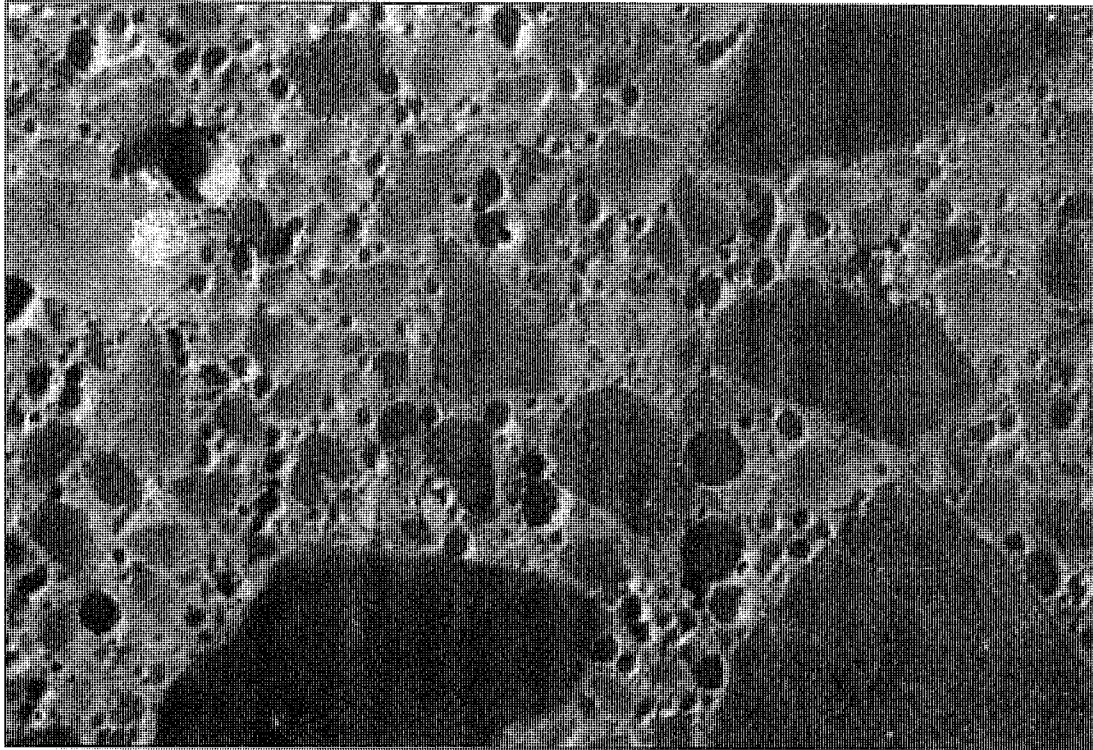
Overall concrete condition of both core samples was *Good*. No evidence of gross deterioration mechanisms such as expansive alkali-aggregate reactivity, freeze/thaw damage or corrosion of steel reinforcement was observed. Both concrete samples contained air-entrainment, with a well distributed air void system, Photomicrograph No. 1.

Findings from petrographic examination of Core C2:

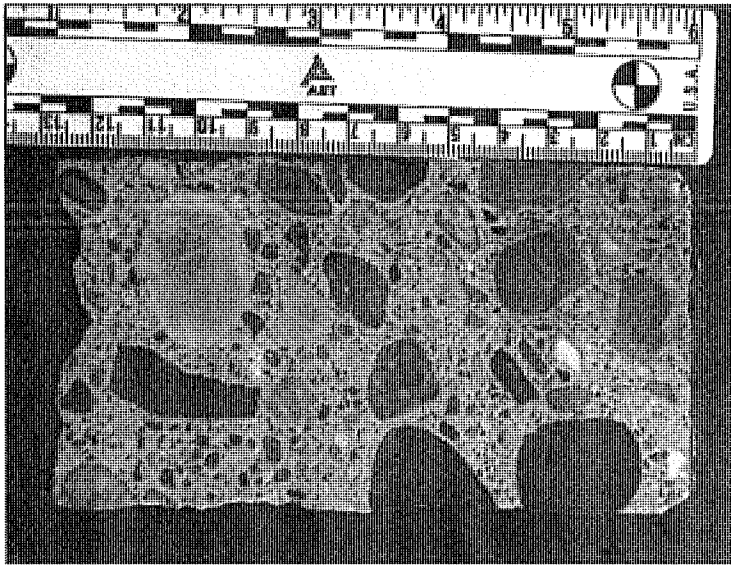
- Interior surface was overlain by less than 1 mm (1/32-inch) thick black waterproofing membrane.
- Depth of carbonation (measured from the concrete interior surface) was negligible, Photomicrograph No. 2.
- Coarse aggregate examined was comprised of 25 mm (1-inch) nominal sized naturally occurring gravel consisting of limestone, gabbro, granite, chert, quartzite, and basalt. These particles were mostly sub-rounded in shape. The coarse aggregate appeared well graded and exhibited good overall distribution.
- Fine aggregate consisted of natural quartz, feldspar, and lithic sand (carbonates, granite, basalt, and felsite). Grains were mostly sub-rounded with many smaller sub-angular particles. The fine aggregate appeared fairly graded and exhibited good overall uniform distribution.
- The paste-to-aggregate bond was considered *Fair to Poor*.
- Cement paste hardness was 'soft' (Mohs hardness \approx 2.5).

Findings from petrographic examination of Core C4:

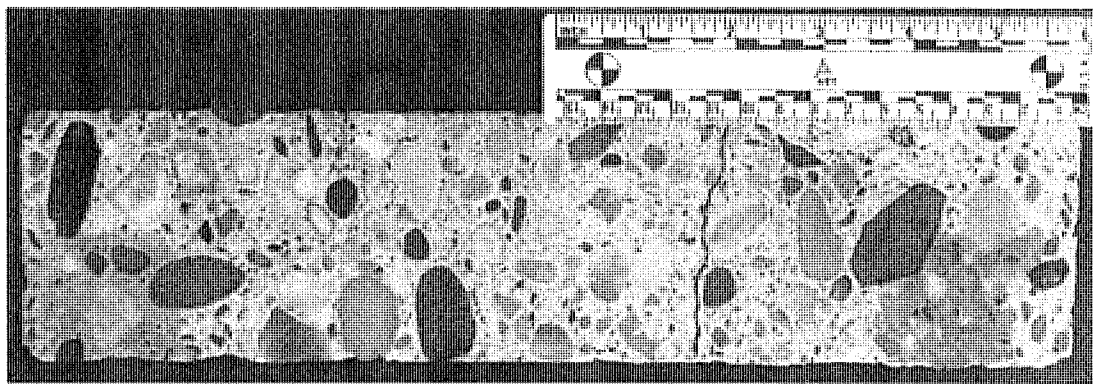
- Exterior (blindside) surface was formed with minor mortar erosion exposing fine aggregate particles.
- Depth of carbonation (measured from the concrete exterior (blindside) surface) was 7 mm (1/4-inch) to 21 mm (13/16-inch), Photomicrograph No. 3.
- Depth of carbonation (measured from the concrete interior surface) was negligible.
- Coarse aggregate examined was comprised of 25 mm (1-inch) nominal sized naturally occurring gravel consisting of limestone, gabbro, granite, chert, quartzite, and tuff. These particles were mostly sub-rounded in shape. Coarse aggregate appeared well graded and exhibited good overall distribution.
- Fine aggregate consisted of natural quartz, feldspar, and lithic sand (carbonates, granite, basalt, and felsite). Grains were mostly sub-rounded with many smaller sub-angular particles. The fine aggregate appeared fairly graded and exhibited good overall uniform distribution.
- The paste-to-aggregate bond was considered *Fair-to-Poor*.
- Cement paste hardness was 'soft' (Mohs hardness \approx 2.5).



PHOTOMICROGRAPH NO. 1: Core C2-Representative overall view of entrained air-void system.



PHOTOMICROGRAPH NO. 2: Core C-2-Saw-cut (longitudinal cross-section) depicting pH indicator (magenta stain) used to measure carbonation (stained concrete indicates no carbonation).



PHOTOMICROGRAPH NO. 3: Core C4-Saw-cut (longitudinal cross-section) depicting pH indicator (magenta stain) used to measure carbonation and microcrack (mapped in red).

DISCUSSION AND CONCLUSIONS

The tunnel was in generally *Fair* condition. Deterioration conditions observed during the assessment represented structural serviceability concerns as opposed to structural safety concerns. Serviceability concerns are recommended to be addressed in a timely manner to arrest further deterioration that could develop into more substantial concerns if left unattended.

Half-cell potential testing of the tunnel roof slab and carbonation testing of core samples indicated the concrete was in relatively *Good* condition, in spite of its reported age. However, maintenance is required to prevent current conditions from worsening into more severe issues.

CONCEPTUAL REPAIR RECOMMENDATIONS

SME recommends creating an in-depth Maintenance Plan to prioritize and execute tunnel repairs, including repair cost estimates, repair timeline estimates, and repair specifications. These services can be provided by SME or other qualified materials engineering consultant, in a future project phase.

The following discussion and conceptual repair recommendations is given with respect to principal components and focusses on recognized localized deterioration.

IMMEDIATE CONCRETE REPAIRS

Repairs to be completed within the next three to five years by qualified contractor.

- **Cracks larger than 20 mils (0.020 inches):** Seal cracks by injection using polyurethane and/or acrylate resins. Polyurethane/acrylate resins are recommended (in lieu of epoxy) because they will provide elastic qualities that seal yet permits slight movement in the vicinity of existing cracks or joints.
- **Water infiltration at the abandoned aggregate chute:** Without as-built drawings to understand how the chute was sealed or additional investigation SME cannot provide further direction. However, remediation to address water infiltration is recommended.
- **Exposed tunnel topside adjacent to northbound M-24:** Debris/de-icing salts from the roadway and water runoff have accelerated the deterioration of tunnel concrete and reinforcing steel in this localized area. Unsound concrete is recommended to be repaired, and a waterproofing membrane installed.
- **Water management:** Consider installation of a sump pump in the tunnel chute room and a trough (or piping) system in the floor slab to manage ponding water.

LONG-TERM REPAIRS

Repairs to be completed within the next five-to-ten years by qualified contractor.

- **Cracks smaller than 20 mils (0.020 inches):** Seal cracks by injection as indicated in the Immediate Concrete Repairs section of the report.
- **Deposits:** Clean efflorescence, calthemite, and rust staining using hand tools and appropriate cleaner. Removal of these substances will allow for more efficient monitoring of tunnel condition.
- **Waterproof tunnel exterior:** If the highway above the tunnel is reconstructed, installation of an exterior waterproofing system is recommended to significantly extend and improve service life.

GENERAL COMMENTS

This report was prepared in accordance with generally accepted engineering practices. In the process of the evaluation, procedures were followed that represented reasonable and accepted practices in construction and building engineering.

SME based findings on information and observations obtained during a visual site review, and additional information that may have been provided during the preparation of this report. SME reserves the right to review new or additional information that may have been undiscovered during the assessment but uncovered during the course of repair and construction activities. If conditions, not previously visible, are uncovered, or information, or drawings that were not previously known are discovered, the conclusions and recommendations contained in this report shall not be considered valid unless the additional information is reviewed and the conclusions of this report are modified or approved in writing by SME. This report does not reflect changes that may have occurred to the tunnel following the review, as deterioration and distress to structural components continues to occur and may accelerate without remedial work.

The findings presented in this report are not intended to guarantee future performance of the subject tunnel or its various components. This report provides recommendations that conceptually address items in need of repair. SME's assessment and this report do not address performance issues for areas outside the scope of this assessment. No warranty of material or applications, expressed or implied, is offered by SME.

If there are any questions or a desire for further discussion on any items presented in this report, please contact the undersigned.

Sincerely,

SME

PREPARED BY:



Cole Arntsen
Staff Engineer

PREPARED BY:



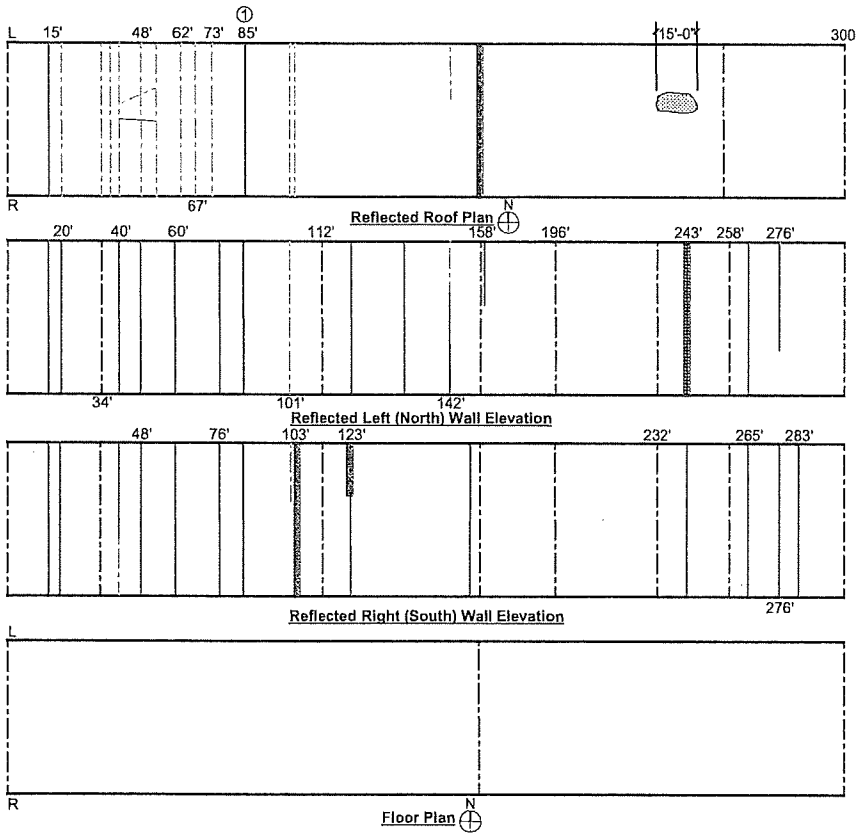
Nicholas P. Bresler, PE
Senior Project Engineer

REVIEWED BY:



R. Charles Ireland, PhD, PE
Senior Consultant

Attachment: Tunnel Assessment Diagram, Sheet No. 1



- LEGEND**
- CRACK
 - - - CRACK WITH CALTHEMITE
 - ▨ SPALL
 - ▧ DELAMINATION
 - ACTIVE WATER
 - ⊙ EVIDENCE OF WATER
 - - - CONTROL JOINT



Project
**OXFORD TWP
 TUNNEL/M-24**

OXFORD, MI 48371

TUNNEL
 ASSESSMENT
 DIAGRAM

NOTES:
 ① BREAKLINE AT 85'-0" FOR INVESTIGATION OF CHUTE ROOM.

Date 11-29-23

Designer CEA

NOT TO SCALE

SME Project No. 094466.00

Sheet No. 1

Q 300

Current Agenda Item
--Treasurer--

Date: November 14, 2023

To: Board of Trustees

From: Joseph G. Ferrari, Treasurer

Re: **REVISED**-2023 Delinquent Oakland County Roads

Dear Board Members:

The Road Commission for Oakland County will be forwarding the delinquent amounts for the Spezia and Tanview Drive Special Assessment District Road Paving projects.

Once they are received, they will be forwarded for consideration of approval

The following motion is offered for consideration:

I move to approve the 2023 REVISED Delinquent Oakland County Roads Resolution as presented in the amount of \$10,162.32 and authorize it to be placed on the 2023 Winter Tax Roll.

11/14/2023
11:10 AM

SPECIAL ASSESSMENT/DRAIN IMPORT
LIVE REPORT...DATA IMPORTED

Page: 1/1
DB: Tax

PARCEL NUMBER	TYPE	AMOUNT	ERROR
P -04-28-128-025	16014	847.65	
P -04-28-128-028	16013	1327.83	
P -04-28-128-030	16013	1229.49	
P -04-28-128-046	16013	1229.49	
P -04-28-128-047	16013	1229.49	
P -04-28-202-008	16013	1229.49	
P -04-28-251-002	16013	1229.49	
P -04-28-401-006	16014	847.65	
P -04-28-479-001	16014	991.74	
-	TOTAL IMPORTED BY SPECIAL ASSESSMENT CODE		
-	16013	7475.28	
-	16014	2687.04	
-	TOTALS	10162.32	

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Capital Improvement Committee
(*Jack Curtis, Catherine Colvin, Jon Nold*)

Re: Bid Award Recommendation for Re-Roofing of Oxford Township Offices

Dear Board Members:

At the November 8, 2023 Board of Trustees meeting, the Capital Improvement Committee notified the board that a letter of explanation requesting additional information was sent to four of the seven contractors who submitted bids for the re-roofing project. Three of the four companies responded to the committee's request by the deadline that was given.

Attached is the letter that was sent to those contractors as well as a bid summary.

Upon review, the committee recommends using Premier Builder Inc. as the contractor for this project.

The following motion is offered for consideration:

I move to approve the bid submitted by Premier Builder Inc. for the re-roofing of the Oxford Township Offices in the amount of \$57,000.00. This \$57,000.00 is to be expensed to account number 101-265-976.000 Additions and Improvements.



CHARTER TOWNSHIP OF OXFORD

300 Dunlap Road • Oxford, Michigan 48371
Phone: (248) 628-9787 • Fax: (248) 628-8139
www.oxfordtownship.org

November 6, 2023

KJP Roofing and Sheet Metal
46958 N. Gratiot Ste. 174
Chesterfield, MI 48051

Re: RFP – Re-roofing of Oxford Township Offices

To whom it may concern,

Thank you for your company's submittal in response to Oxford Township's RFP. Upon evaluation, the review committee determined KJP Roofing and Sheet Metal met the qualifications listed in the RFP. However, the committee is requesting additional information and/or clarification. Therefore, we are inviting your company to submit a revised bid. Below is a list of items the committee wants you to include:

- Written/detailed scope of work
- Project timeline
- Exact specifications regarding the shingles to be used
- Please read the RFP in its entirety and respond accordingly

Please have your revised bid submitted to the Oxford Township Clerk's Office by Tuesday, November 14 at 10 a.m. The bids received will be opened publicly at 10 a.m. sharp. The committee would like the project to begin in Spring 2024. Therefore, we ask that all bids be valid through April 1, 2024.

If you have any questions, please reach out to Supervisor Jack Curtis at (248) 628-9787 ext. 109 or jcurtis@oxfordtownship.org.

Sincerely,

Jack Curtis
Supervisor
Charter Township of Oxford

Summary of References for Premier Builder Inc.

Macomb Community Action

Has worked with Premier Builder for many years primarily as the rehab contractor. Stated Premier Builder is the type of company where you can call and speak directly to the owner and that you always get a quick response. Projects are always completed on time.

City of Warren

Has worked with Premier Builder “for a while.” Projects include siding, roofing and painting for senior housing and does not have any complaints.

Port Huron Community Development Division

Has worked with Premier Builder for more than two years on various projects. Some of those projects include building roofs and porches via rehab and elderly repair grants. Stated communication has always been excellent and they often finish the project ahead of schedule.

Oxford Township Office Re-Roofing Project

Contractor	5% Bid Bond Included? (Y/N)	Bid Amount
Premier Builder Inc.	Y	\$57,000.00
KJP Roofing & Sheet Metal	Y	\$59,500.00
Advance Construction Group	N	\$60,189.00
Ingram Roofing	N	\$64,125.00
Weather Seal Home Improvements	N	\$64,250.00
Paramount Building Co.	Y	\$65,727.00
Royal Roofing	Y	\$87,500.00

Date: December 13, 2023

To: Board of Trustees

From: Curtis Wright, Clerk

Re: Great Pines Manors Subdivision Special Assessment District Resolution #2

Dear Board Members:

Attached is the Resolution to be approved and to proceed with the establishment of a Special Assessment District for Great Pines Manors Subdivision for the road re-paving.

The Resolution, in summary, addresses:

- a. Approval of the Special Assessment District Petition.
- b. Acknowledgement of a Public Hearing.
- c. Approval of the plans and the cost estimates
- d. The estimated total amount to be assessed for the Special Assessment District.
- e. Identification of the parcels of land in the Special Assessment District.
- f. Directing the Supervisor to prepare the Special Assessment Roll.

A map of the proposed Great Pines Manors Subdivision Special Assessment District is also attached for reference.

The following motion is offered:

I move to approve Resolution #2 to establish the Great Pines Manors Subdivision Special Assessment District as presented.

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

**RESOLUTION #2
TO ESTABLISH THE GREAT PINES MANORS ROAD RE-PAVING
SPECIAL ASSESSMENT DISTRICT**

WHEREAS, a petition to create a special assessment district (“SAD”) to be established in the Charter Township of Oxford (“Township”) for Great Pines Manors Subdivision for private road re-paving under the authority of PA 395 of 1972, as amended (MCL 247.391 et seq.), and PA 188 of 1954, as amended (MCL 41.721 et seq.), has been approved by the Township Board of Trustees and filed with the Township Clerk; and

WHEREAS, the Township Board of Trustees, Oakland County, Michigan, after due and legal notice, conducted a public hearing of necessity for creating a SAD to fund the road re-paving in Great Pines Manors Subdivision on December 13, 2023; and

WHEREAS, the plans, and estimates of cost of the proposed SAD have been filed with the Township Clerk for public examination and notice of this hearing was published and mailed in accordance with the law and statutes provided as shown by the Affidavit of Mailing pertaining thereto as well as the publication and posted notices on file with the Township Clerk; and

WHEREAS, in accordance with the aforementioned notices, a hearing was held this 13th day of December 2023, and all persons were given the opportunity to be heard on this matter; and

WHEREAS, as a result of the foregoing, the Township Board of Trustees believes that the project which results in the creation of a SAD to fund the road re-paving in Great Pines Manors Subdivision is in the best interests of the Township and of the SAD proposed to be established therefore.

NOW, THEREFORE BE IT RESOLVED, that the Township Board of Trustees through its authority under PA 395 of 1972, as amended, and PA 188 of 1954, as amended, hereby creates a SAD to fund road re-paving in Great Pines Manors Subdivision as it is in the best interest of the Township and property owners located within the SAD to commence the SAD process and to establish a SAD in the Township for the road re-paving in Great Pines Manors Subdivision.

BE IT FURTHER RESOLVED, that the Township Board of Trustees hereby approves the quote for the road re-paving in Great Pines Manors Subdivision as presented by AI’s Asphalt, Inc. with the estimated total cost of \$281,637.00 over a five (5) year period between 2024 and 2028 plus all professional, administrative, and publishing costs associated with the creation of the SAD with all parcels within the SAD being assessed on an equal share basis amount of these costs.

BE IT FURTHER RESOLVED, the Township Board of Trustees hereby creates, determines, and defines as the boundaries of the SAD to be known as the Great Pines Manors Subdivision SAD as follows:

“Part of the East 1/2 of the Southwest 1/4 of Section 19, T-5-N, R-10-E, Oxford Township, Oakland County, Michigan, described as: Beginning at a point located N88°00’00”E (976.80 feet record), 975.25 feet measured along the south line of Section 19, said line also being the centerline of Seymour Lake Road and N01°38’30”W, 1159.00 feet along the west line of “Great Pines Estates” Oakland County Condominium Plan No. 570 from the southwest corner of Section 19, as remonumented; thence from said point of beginning N01°38’30”W, 212.48 feet; thence N02°02’02”W (1,660.38 feet record), 1660.18 feet measured; thence along the east-west 1/4 line of said Section 19 (N81°01’51”E, 973.13 feet record) N81°01’44” E, 973.28 feet measured to the center of Section 19; thence along the north-south 1/4 line of said Section 19 (S01°58’51”E, 1,990.92 feet record) S01°58’42”E, 1,990.78 feet measured; thence along the north line of said “Great Pines Estates” S88°00’00”W (965.62 feet record), 965.68 feet measured to the point of beginning containing 42.81 acres of land”

within which the cost of such improvement shall be assessed according to the benefits pertaining to the properties within the boundaries of the SAD, being the following parcel identification numbers:

<u>Parcel Number</u>	<u>Address</u>
04-19-326-001	150 Great Pines Drive
04-19-326-002	160 Great Pines Drive
04-19-326-003	170 Great Pines Drive
04-19-326-004	178 Great Pines Drive
04-19-326-005	186 Great Pines Drive
04-19-326-006	198 Great Pines Drive
04-19-326-007	212 Great Pines Drive
04-19-326-008	2793 Cottonwood Ct.
04-19-326-009	2775 Cottonwood Ct.
04-19-326-010	2776 Cottonwood Ct.
04-19-326-011	2800 Cottonwood Ct.
04-19-326-012	2812 Cottonwood Ct.
04-19-326-013	250 Great Pines Drive
04-19-326-014	262 Great Pines Drive
04-19-326-015	263 Great Pines Drive
04-19-326-016	251 Great Pines Drive
04-19-326-017	239 Great Pines Drive
04-19-326-018	225 Great Pines Drive
04-19-326-019	199 Great Pines Drive
04-19-326-020	183 Great Pines Drive
04-19-326-021	171 Great Pines Drive
04-19-326-022	2936 Lilac Ln.
04-19-326-023	2937 Lilac Ln.
04-19-326-024	2923 Lilac Ln.
04-19-326-025	157 Great Pines Drive

BE IT FURTHER RESOLVED, if periodic redeterminations of cost will be necessary without a change in the SAD, such redeterminations may be made without further notice to record owners or parties in interest in the property.

BE IT FINALLY RESOLVED, the Township Board of Trustees directs the Supervisor and the Assessing Officer to create a special assessment roll in which shall be entered and described all the parcels of land as set forth above to be assessed with the names of the respective owners thereof, and an estimated total amount to be assessed against each parcel of land which amount shall be the relative portion of the whole sum to be levied against the parcels of land in the SAD as the benefit to the parcel of land bearing to the total benefit to all the parcels of land in the SAD as the benefit to such parcel of land bears to the total benefit of all parcels of land in the SAD. When the same has been completed, the Supervisor or Assessing Officer shall affix thereto his certificate stating that it was made pursuant to this resolution and that in making such assessment roll he has, according to his best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

MOVED:

SECONDED:

Ayes:

Nays:

Absent:

Adopted at a regular meeting of the Charter Township of Oxford Board of Trustees held on the 13th day of December 2023.

Curtis W. Wright, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I, Curtis W. Wright, duly elected Clerk of the Charter Township of Oxford do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Oxford at a regular meeting of the Board of Trustees held on the 13th day of December 2023.

Curtis W. Wright, Clerk



SUBMITTAL NOTE	
DATE	

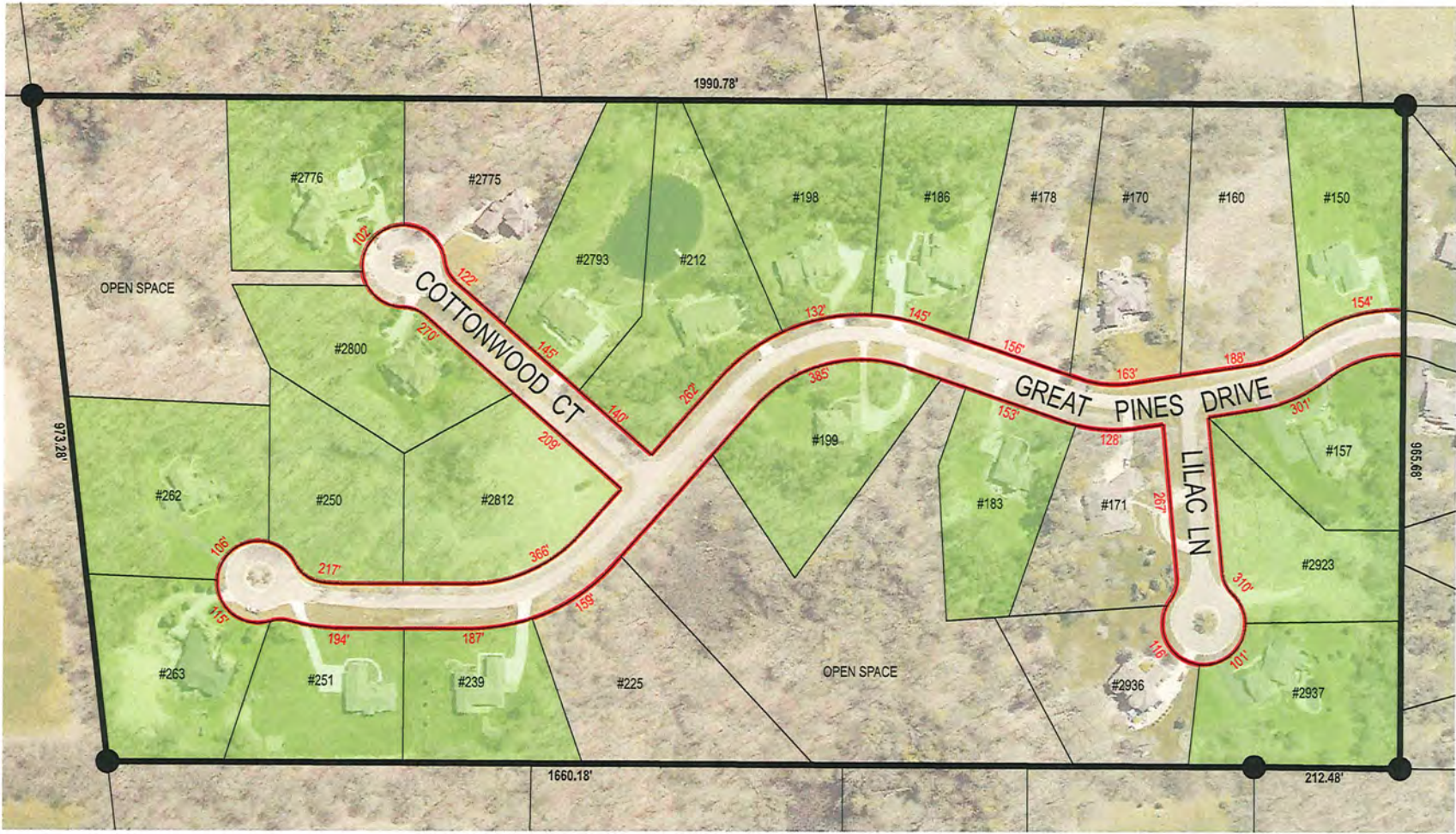
MISS DIG SYSTEM
 CALL 800-482-7171 OR 811
 CONTACT THE MISS DIG SYSTEM 3 WORKING DAYS IN ADVANCE

THE DRAWING IS INTENDED FOR THE USE OF ABOVE INDICATED ONLY. NO OTHER USER ACCESS AND NO OTHER WORK SHALL BE PERMITTED WITHOUT THE WRITTEN CONSENT OF SE ENGINEERING, INC. THE USER ACCEPTS AND AGREES TO HOLD SE ENGINEERING, INC. HARMLESS FROM ANY DAMAGE, LOSS, INJURY, OR DEATH THAT MAY OCCUR AS A RESULT OF THE USE OF THIS DRAWING. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

DEVELOPED FOR
 CHARTER TOWNSHIP
 OF OXFORD
 200 OAKLAND ROAD
 OXFORD, MI 48364-1511
 248.628.9793

PLAN NAME:
LIMITS & SIGNATURE PLAN
 GREAT PINES MANORS SAD, OXFORD TOWNSHIP, MICHIGAN

CITY	OXFORD TWP
COUNTY	OAKLAND
SECTION	29
TOWNSHIP	1-5-N, 6-10-E
DATE	10/23/23
THIS SUBMITTAL	10/23/23
SCALE	1" = 50'
SHEET	1
PROJECT	013.09.09



SIGNED SAD PETITION

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Assessing Services Contract Renewal with Oakland County Equalization

Dear Board Members:

The existing assessing services Contract between Oakland County Equalization and the Charter Township of Oxford expired on June 30, 2023.

Attached is a Resolution authorizing entry into a new two (2) year Contract commencing July 1, 2023 and expiring June 30, 2025.

The Contract has been reviewed by Township Attorney Hans Rentrop and is attached.

A **red-lined** copy of the Contract is also included for comparison with the clean copy of the Contract.

The parcel administration cost is stated in Section 10 on pages 12 and 13 of the Contract.

The following motion is offered for your consideration:

I move to approve the Resolution Authorizing Entry into the Contract For Oakland County Equalization Division Assistance for Real and Personal Property Assessment Administration Services with the Charter Township of Oxford and to enter into a two (2) year Contract with Oakland County Equalization Division for assessing services for real property and personal property for the period commencing July 1, 2023 through June 30, 2025 and authorize Supervisor Jack Curtis and Clerk Curtis W. Wright to sign the contract on behalf of the Charter Township of Oxford.

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

**CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES RESOLUTION
AUTHORIZING ENTRY INTO THE CONTRACT FOR OAKLAND
COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND
PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES
WITH THE CHARTER TOWNSHIP OF OXFORD**

WHEREAS, pursuant to Michigan General Property Tax Act, Public Act 206 of 1893, as amended (the "Act"), the Charter Township of Oxford ("Township") is required to levy State and local property taxes upon all nonexempt real and personal property located within the Township; and

WHEREAS, also pursuant to the Act, the Oakland County Board of Commissioners, through its Equalization Division, may furnish assistance to the Township in the performance of certain responsibilities related to the assessment of nonexempt real and personal property; and

WHEREAS, the Oakland County Board of Commissioners has prepared a proposed contract to set forth the terms of the administrative services to be provided by the Oakland County Equalization Division; and

WHEREAS, the Township Board of Trustees wishes to enter into the "Contract for Oakland County Equalization Division Assistance for Real and Personal Property Assessment Administration Services with the Charter Township of Oxford".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Charter Township of Oxford hereby enters into the "Contract for Oakland County Equalization Division Assistance for Real and Personal Property Assessment Administration Services with the Charter Township of Oxford" with Oakland County.
2. The Supervisor of the Charter Township of Oxford is hereby directed and authorized to sign on behalf of the Charter Township of Oxford the Contract for Oakland County Equalization Division Assistance for Real and Personal Property Assessment Administration Services with the Charter Township of Oxford.

MOVED BY: _____

SECONDED BY: _____

**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE
FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION
SERVICES WITH THE CHARTER TOWNSHIP OF OXFORD**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and WITH the Charter Township of Oxford, a Michigan Constitutional and Municipal Corporation whose address is 300 Dunlap Road, Oxford Township, Michigan 48371 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that, pursuant to MCL 211.10f(1), absent an agreement such as this, if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

§1. DEFINED TERMS. In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of providing equalization services, and its related activities, in adherence with MCL 211.34.

1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

1.3. "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.

1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

1.4. "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as

those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.

- 1.5. "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.6. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.7. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.

1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.

1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

§2. **PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. **ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1. Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2. Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3. Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.
- 3.4. Assessment Division Personnel are responsible for performing annual assessment of real or personal property in the Municipality on which real or personal property taxes are levied by any taxing unit of the State, consistent with the General Property Tax Act, MCL 211.1 *et seq.*, and other applicable law.

- 3.5. Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
 - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
 - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provided to Municipality in a timely and organized manner in order for County to process.
- 3.6. Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7. Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8. Assessment Division Personnel are responsible for preparing and maintaining the ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel and provide assistance when and where needed.
- 3.9. Assessment Division Personnel shall certify the assessment for the Municipality consistent with the General Property Tax Act, MCL 211.1 *et. seq.*, and other applicable law. Assessment Division Personnel will attend Board of Review meetings, as required by State requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per State requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10. Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.
- 3.11. Assessment Division Personnel will have the required certifications for the Assessment Services to be performed under this Contract and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12. Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible public relations efforts with residents and business owners.
- 3.13. Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection

and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.10a.

- 3.14. Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.
- 3.15. Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.
- 3.16. Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17. The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

§4. MICHIGAN TAX TRIBUNAL. Assessment Division Personnel agree, upon request, to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".

- 4.1. The Parties agree Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. Accordingly, the Parties agree to work together in the appeal process for a fair resolution.
 - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
 - 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.

- 4.1.3 Municipality agrees any private independent fee appraiser(s) will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, and will be a qualified appraiser in non-real property appeals. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals.
- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2. Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes.
 - 4.2.1 Small Claims cases involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
 - 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals. Assessment Division Personnel will assist the Municipality attorney with final resolution of these appeals. The Parties agree Assessment Division Personnel, in consultation with the Municipality, will determine complexity of the case and/or of the property on a case-by-case basis.
 - 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).
- 4.3. The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred

for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

§5. **STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality with matters involving the Commission, including petitioning and defense activities, matters relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") . Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemptions, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. **MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1. Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3. The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.

6.4. Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.

6.5. The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).

6.6. The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.

6.7. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages,

expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

6.8. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.

6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.

6.9. Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any

person who was a former County Agent but is no longer employed in that capacity by the County.

- 6.10. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11. The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

§7. LIMITS AND EXCLUSIONS ON COUNTY SERVICE. Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other services or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court,.

7.1. Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. The Municipality shall copy Assessment Division Personnel on all communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal.

7.2. Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

§8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for

guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, any workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. To the extent permitted by law Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment- related or based rights, including, but not limited to, those described in this section.
- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.

The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1. The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development TIF plans.
- 9.2. The establishment of Economic Development Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.

- 9.3. The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4. The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6. The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7. The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
- 9.8. The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a monthly basis.
- 9.9. The Municipality agrees to keep the County current with, and be responsible for, the following functions.
 - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
 - 9.9.2 Maintain current address and name changes for municipal taxpayers, including any and all parcel owner and occupant names.
- 9.10. The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

§10. TERM AND PAYMENT SCHEDULE OF CONTRACT. The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

- 10.1. The Contract term shall be from July 1, 2023, through June 30, 2025.
- 10.2. For the period from July 1, 2023 through June 30, 2024 ("Contract Year 23-24"), the Municipality shall pay to the County the sum of **\$17.28** for each parcel

of Real Property description and **\$14.27** for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before **July 1, 2024**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

- 10.3. For the period from July 1, 2024, through June 30, 2025 ("Contract Year 24-25"), the Municipality shall pay to the County the sum of **\$17.97** for each parcel of Real Property description and **\$14.84** for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before **July 1, 2025**. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
- 10.4. The Municipality shall be responsible for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contract.
- 10.5. In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract assigned to them, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.
- 10.6. This Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.
- 10.7. No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- 10.8. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer following thirty (30) days advanced written notice to cure, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County

under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.

- 10.10. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12. The Parties agree that this Contract and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.
- 10.13. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.
- 10.14. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner. Any amendment to this Contract shall only be valid if written and signed by the Parties.

§11. **CANCELLATION OR TERMINATION OF THIS CONTRACT.** Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including

convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2. The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY.

Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

12.1. The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

12.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.

12.3. The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

12.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§13. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY. The Parties reserve to themselves any rights and obligations related to the provision of all

of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

13.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.

13.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§14. INDEMNIFICATION, LIABILITY AND INSURANCE. The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

14.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

14.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such

damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

- 14.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 14.4. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- 14.5. The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").
- §15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee

relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

- §16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.
- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §23. **ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or

understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, Jack Curtis, Township Supervisor of the Charter Township of Oxford, hereby acknowledges that he has been authorized by a resolution of the Governing Body of the Charter Township of Oxford, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the Charter Township of Oxford to the terms and conditions of this Contract.

EXECUTED:

Jack Curtis, Supervisor
Charter Township of Oxford

DATE: _____

WITNESSED:

Curtis Wright, Clerk
Charter Township of Oxford

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED:

David T. Woodward,
Chairperson Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

(Print Name) _____

County of Oakland

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**CONTRACT FOR OAKLAND COUNTY
EQUALIZATION DIVISION ASSISTANCE
FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION
SERVICES WITH THE CHARTER TOWNSHIP OF OXFORD**

This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and WITH the Charter Township of Oxford, a Michigan Constitutional and Municipal Corporation whose address is 300 Dunlap Road, Oxford Township, Michigan 48371 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that, pursuant to MCL 211.10f(1), absent an agreement such as this, ~~and in accordance with MCL 211.10(f)(1)~~, if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions this of Act, the State Tax Commission (Commission) shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
5. The County has determined that it has sufficient "Assessment Division Personnel", possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

§1. **DEFINED TERMS.** In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of providing equalization services, and its related activities, in adherence with MCL 211.34.

1.2.1 Any reference in this Contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

1.3. "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of the larger group of County Agents as defined above. They are defined as County Agents specifically employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipalities annual assessment roll.

1.3.1 Any reference in this Contract to Assessment Division Personnel shall not include any County Agent employed by the County in any other function, capacity, or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

1.4. "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as

those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.

- 1.5. "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.6. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.7. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:

- 1.8.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.8.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.8.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Labor Affairs, of the State of Michigan.

§2. **PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. **ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

3.1. Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.

3.2. Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.

3.3. Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission *Assessors Manual*. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.

~~4.1 Assessment Division Personnel will annually determine assessed, capped, and taxable value for each property.~~

3.4. Assessment Division Personnel are responsible for performing annual assessment of real or personal property in the Municipality on which real or personal property taxes are levied by any taxing unit of the State, consistent

with the General Property Tax Act, MCL 211.1 et.seq., and other applicable law.

3.4.3.5. Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.

3.4.13.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.

3.4.23.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provided to Municipality in a timely and organized manner in order for County to process.

3.5.3.6. Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.

3.6.3.7. Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.

3.7.3.8. Assessment Division Personnel ~~will prepare and maintain~~ are responsible for preparing and maintaining the ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel ~~in providing and~~ provide assistance when and where needed.

3.8.3.9. Assessment Division Personnel shall certify the assessment for the Municipality consistent with the General Property Tax Act, MCL 211.1 et. seq., and other applicable law. Assessment Division Personnel will ~~sign all necessary pre-Board of Review assessment roll certifications, and~~ attend Board of Review meetings, as required by ~~s~~State requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per ~~s~~State requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.

3.9.3.10. Upon request, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County.

3.10.3.11. Assessment Division Personnel will have the required certifications for Municipality the Assessment Services to be performed under this Contract and will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.

3.11.3.12. Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and

for Assessment Division Personnel to provide the best possible ~~Public Relations~~public relations efforts with residents and business owners.

~~3-12-3.13.~~ Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.100a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of Equalization's main office, as required by MCL 211.100a.

~~3-13-3.14.~~ Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.

~~3-14-3.15.~~ Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.100d and MCL 211.100e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.). The Parties agree and based on the Contract Term as set forth in Section 10 of this Contract, the Assessment Division Personnel will develop each assessment roll as of December 31, 2023, for the 2024 tax year, and December 31, 2024, for the 2025 tax year.

~~3-15-3.16.~~ Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.100d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.

~~3-16-3.17.~~ The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers (PIN) and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

§4. **MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree, upon request, to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal".

4.1. ~~Michigan Tax Tribunal, "Entire Tribunal Division" and "Entire Tribunal".~~ BothThe Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. ~~The.~~ Accordingly, the Parties agree to work together throughoutin the appeal process for a fair resolution, ~~however, Assessment Division Personnel shall be the final decision maker of all Entire Tribunal appeals.~~

- 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
- 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
- 4.1.3 Municipality agrees, ~~if an outside appraisal report is required for use as evidence within the Entire Tribunal, the Municipality attorney will hire the any~~ private independent fee appraiser(s), ~~who~~ will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, ~~or otherwise and will be a~~ qualified appraiser, ~~for any in~~ non-real property appeal. Municipality further agrees appeals . The Parties will work together on the Sselection of the appraiser will be made by Assessment Division Personnel, with participation and input from the Municipality attorney, appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals.
- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2. Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. ~~The Parties agree to ensure public trust, Assessment Division Personnel shall be the final decision maker of all Small Claims appeals.~~
- 4.2.1 Small Claims cases ~~i~~nvolving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties, other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
- 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for

the Municipality to hire an independent fee appraiser. ~~Municipality agrees to~~ The Parties will work together on the selection of the appraiser ~~by the Assessment Division Personnel, with participation appraisers and input from the Municipality attorney.~~ may prepare a list of pre-selected appraisers that can be used in real property appeals. Assessment Division Personnel will assist the Municipality attorney ~~and will provide with~~ final resolution ~~for any potential settlement solution, with input from the Municipality attorney of these appeals.~~ The Parties agree Assessment Division Personnel, in consultation with the Municipality, will determine complexity of the case and/or of the property on a case-by-case basis.

4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).

4.3. The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to appraisals, inspections, surveys, legal fees and costs, etc.).

§5. **STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality with matters involving ~~any related activities~~ the Commission, including petitioning and defense activities, matters relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154") ~~involving the "State Tax Commission" and "Commission"~~. Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemptions, and/or classification matters pertaining to property located within the Municipality, and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

§6. **MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1. Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3. The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

- 6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's offices.
- 6.4. Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.
- 6.5. The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).
- 6.6. The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.
- 6.7. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.
- 6.8. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:
- 6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.

6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.

6.9. Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

6.10. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.

6.11. The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.

§7. **LIMITS AND EXCLUSIONS ON COUNTY SERVICE.** Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "~~S~~services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, ~~except as expressly provided for in this Contract.~~

7.1. Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or

challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. ~~All~~The Municipality shall copy Assessment Division Personnel on all communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal ~~shall be directly made to the Equalization Officer and its Chiefs of the Equalization Division by the Municipality legal counsel to ensure timeliness in its notifications.~~

- 7.2. Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract ~~or pursuant to any other agreement between the Parties~~ to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.

§8. MUNICIPALITY AGENTS AND THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

- 8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, any workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The~~To the extent permitted by law~~ Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any

County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.

- 8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.

The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1. The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development TIF plans.
- 9.2. The establishment of Economic Development Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.
- 9.3. The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
- 9.4. The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
- 9.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.
- 9.6. The Municipality will be responsible for maintaining a paper trail of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
- 9.7. The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.

- 9.8. The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a ~~Monthly Basis~~monthly basis.
- 9.9. The Municipality agrees to keep the County current with, and be responsible for, the following functions.
 - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
 - 9.9.2 Maintain current address and name changes for municipal taxpayers, including any and all parcel owner and occupant names.
- 9.10. The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, etc. as to not impede their work. Accommodation will also be made for the public who come for assessing related inquiries, particularly during times when Boards of Review are in-session.

§10. TERM AND PAYMENT SCHEDULE OF CONTRACT. The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.

- 10.1. The Contract term shall be from July 1, 2023, through June 30, 2025.
- 10.2. For the period from July 1, 2023 through June 30, 2024 ("Contract Year 23-24"), the Municipality shall pay to the County the sum of **\$17.28** for each parcel of Real Property description and **\$14.27** for each Personal Property parcel description. Payment for Contract Year 23-24 is due and payable on or before July 1, 2024. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
- 10.3. For the period from July 1, 2024, through June 30, 2025 ("Contract Year 24-25"), the Municipality shall pay to the County the sum of **\$17.97** for each parcel of Real Property description and **\$14.84** for each Personal Property parcel description. Payment for Contract Year 24-25 is due and payable on or before July 1, 2025. If, or when, during the term of this Contract, there are additional Assessment Services requested by Municipality of the County, the Parties shall negotiate additional fees to be paid by the Municipality.
- 10.4. The Municipality shall be responsibility for postage for any and all real and personal property statements and any and all real and personal property notices mailed for all work performed under this Contact.
- 10.5. In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract assigned to them, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits of the County Agents performing said tasks.

- 10.6. ~~The Parties agree this~~This Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.
- 10.7. No less than 30 days prior to the Contract's ending date, both Parties may mutually agree to extend this contract for a period of no more than 180 days from the original Contract's ending date. Any, and all, County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.
- 10.8. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer following thirty (30) days advanced written notice to cure, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10. Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue,

upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.

10.12. The Parties agree that this Contract and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the Clerk of the County and the Clerk for the Municipality.

10.13. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner. Any amendment to this Contract shall only be valid if written and signed by the Parties.

§11. CANCELLATION OR TERMINATION OF THIS CONTRACT. Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2. The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§12. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY. Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any

governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

- 12.1. The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.
- 12.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.
- 12.3. The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.
- 12.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§13. **NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL GOVERNMENTAL AUTHORITY.** The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

- 13.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.
- 13.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§14. **INDEMNIFICATION, LIABILITY AND INSURANCE.** The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

14.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

14.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.

14.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for

any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

- 14.4. Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.
- 14.5. The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").
- §15. INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §16. COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review

such requirements for confidential information handling with staff that will have contact with such record information.

- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.
- §21. **NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party's signatory to this Contract, or that signatory's successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.
- §22. **WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.
- §23. **ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

IN WITNESS WHEREOF, Jack Curtis, Township Supervisor of the Charter Township of Oxford, hereby acknowledges that he has been authorized by a resolution of the Governing Body of the Charter Township of Oxford, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the Charter Township of Oxford to the terms and conditions of this Contract.

EXECUTED:

Jack Curtis, Supervisor
Charter Township of Oxford

DATE: _____

WITNESSED:

Curtis Wright, Clerk
Charter Township of Oxford

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED:

David T. Woodward,
Chairperson Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

(Print Name) _____

County of Oakland

m:\oxford township\oakland county equalization\drafts\2023-11-21 oce assistance services agt (hr redline, revised rates).docx

Date: December 13, 2023

To: Board of Trustees

From: Single Waste Hauler Committee (“Committee”)
(Jonathan Nold, Margie Payne, Curtis Wright)

Re: Proposed Recission of Consulting Agreement with Resource Recycling Systems (“RRS”)

Dear Board Members:

At the November 8, 2023 Township Board Meeting, the Oxford Township Board approved for the Committee to continue the services with RRS to update the Request for Proposal (“RFP”), and other topics for providing a single waste hauler to service Oxford Township.

The Committee met on November 9, 2023 and is recommending to **NOT** continue with the assistance from RRS to create an RFP for the Township Board’s consideration of approval.

The approved November 8, 2023 Township Board Motion, and the RRS Proposal are included for reference.

If the Township Board is in favor to continue, the following motion is offered:

I move to rescind the motion approved at the November 8, 2023 Charter Township of Oxford Board of Trustees Meeting “Trustee Nold moved, Trustee Charles seconded, to approve an updated Single Hauler Procurement Proposal from Resource Recycling Systems, Inc. to include Task 3 Procurement Process Facilitation, Task 4 Single Hauler Implementation Support, and Added Support at an amount not exceed \$9,000.00 and authorize Supervisor Jack Curtis to sign the Proposal on behalf of Oxford Township.”

Date: December 13, 2023

To: Board of Trustees

From: Single Waste Hauler Committee (*"Committee"*)
(*Jonathan Nold, Margie Payne, Curtis Wright*)

Re: Authorization to work with The Kelly Firm for Proposed Ballot Language

Dear Board Members:

The Single Waste Hauler Committee is recommending to the Township Board to consider placing a Single Waste Hauler question on November 5, 2024 Election Ballot.

The Committee would like authorization to work with the Township Attorney to draft the Ballot language.

If the Township Board is in favor to continue, the following motion is offered:

I move to authorize the Single Waste Hauler Committee to work with The Kelly Firm to draft language for a question to be put on the November 5, 2024 Election regarding a single waste hauler servicing Oxford Township. The Single Waste Hauler Committee will present the proposed November 5, 2024 Election Ballot language at a future Charter Township of Oxford Board of Trustees Meeting for consideration of approval.

Exhibit A



November 21, 2023

Mr. Jack Curtis
Supervisor
Charter Township of Oxford
300 Dunlap Road
Oxford, MI 48371

RE: 3020 Adventure Drive, Tax ID 04-04-376-006, 4.19 acres

Dear Supervisor Curtis:

This letter requests that the Charter Township of Oxford establish an Industrial Development District including the above parcel for the purpose of Barron Industries applying for an Industrial Facilities Exemption (PA 198 Tax Abatement.)

Barron Industries has plans to further expand our business and create a new "*Aerospace and Defense Advanced Manufacturing Technology Center (Center)*." The Center will serve the next generation of our growing business by providing advanced machining and 3D metal printing to our clients for long-term contract programs.

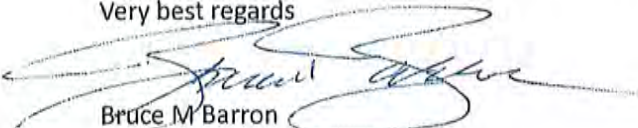
The Center is planned to be a 20,000 square foot "clean room" facility. Building costs are estimated at ~\$3.4 million and new machinery and equipment is estimated at ~\$4.4 million before cost contingencies are added. The Center will employ 50 high-skilled employees by the 3rd year of our operation. These employees will be net new to our company and average wages, including benefits, will range from \$36.00 to \$50.00 per hour depending on skill level. Our company will also be creating an Apprentice Program through the Center.

We own the property described above and we are considering building the Center there. Our current facility cannot be expanded. We are also looking for suitable property in the greater SE Michigan region and NW Indiana. The Center would not be dependent on our current operations and has no logistical constraints as to location. We have also been working with the Michigan Economic Development Corporation on our potential expansion.

In 1989 Barroncast was granted a tax abatement by the Township to expand our business at its current location. That action created a path for our growth and success and at our recent 100 year-anniversary celebration, we expressed our appreciation for the positive relationship we have had with this community.

Thank you for your consideration of this request and I welcome the opportunity to discuss this with the Township Board if they should decide to give it consideration.

Very best regards



Bruce M Barron
President/CEO

Exhibit B

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT

At a meeting of the Township Board of Trustees (“Board”) of the Township of Oxford (“Township”), County of Oakland, Michigan (the “Township”) at a meeting held on January 10, 2024, at 300 Dunlap Rd., Oxford, Michigan 48371 at 6:30 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by: _____ and supported by: _____.

Resolution Establishing an Industrial Development District for the Charter Township of Oxford

WHEREAS, pursuant to PA 198 of 1974, as amended, the Charter Township of Oxford has the authority to establish “Industrial Development Districts” within Oxford Township; and

WHEREAS, Barron Industries has petitioned Oxford Township to establish an Industrial Development District on its property located in Oxford Township hereinafter described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on January 10, 2024 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of Oxford Township were afforded an opportunity to be heard thereon; and

WHEREAS, the Charter Township of Oxford deems it to be in the public interest of the Township to establish the Industrial Development District as proposed; and

NOW, THEREFORE, BE IT RESOLVED by the Charter Township of Oxford, that the described parcel of land as described on Exhibit "A" situated in the Charter Township of Oxford, County of Oakland and State of Michigan:

Commonly known as 3020 Adventure Drive
Tax ID 04-04-376-006
Containing 4.19 acres

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Industrial Development District No. _____.

MOVED:

AYES:

NAYS:

ABSENT:

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on January 10, 2024.

Curtis Wright, Township Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oxford, County of Oakland, Michigan, at a regular meeting held on [insert date] and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Curtis Wright, Township Clerk

Exhibit C

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility)	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code)	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	▶ 1d. City/Township/Village (Indicate which)	▶ 1e. County
▶ 2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	▶ 3a. School District where facility is located	▶ 3b. School Code
▶ 4. Amount of years requested for exemption (1-12 Years)		
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.		
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ _____ Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ _____ Personal Property Costs	
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ _____ Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.		
Real Property Improvements ▶ _____	Begin Date (M/D/Y) End Date (M/D/Y)	▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements ▶ _____		▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input type="checkbox"/> No		
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project.	▶ 10. No. of new jobs at this facility expected to create within 2 years of completion.	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.		
a. TV of Real Property (excluding land) _____		
b. TV of Personal Property (excluding inventory) _____		
c. Total TV _____		
▶ 12a. Check the type of District the facility is located in: <input type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District		
▶ 12b. Date district was established by local government unit (contact local unit)	▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
▶ 15a. Name of Company Officer (No Authorized Agents)			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
 State Tax Commission
 PO Box 30471
 Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

Instruction for Completing Form 1012, Industrial Facilities Tax Exemption (IFT) Application

The completed original application form 1012 and all required attachments, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government **within six months of commencement of project.**)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village). (Providing an accurate school district where the facility is located is vital.)

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, **beginning date of installation** or expected installation by **month/day/year**, and costs or expected costs (see sample). Detail listing of machinery and equipment **must match amount shown** on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if applicable, verifying lessee (applicant) has direct ad

valorem real and/or personal property tax liability.

The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government. Tax liability for leased property should be determined before sending to the STC.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original is required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. **Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.**
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. **Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).**
5. **Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample)).**
6. **Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be**

incorporated into the Letter of Agreement (see sample).

7. Treasury Form 3222 (if applicable - *Fiscal Statement for Tax Abatement Request.*)

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974: www.legislature.mi.gov/. For more information and Frequently Asked Questions, visit www.michigan.gov/propertytaxexemptions.

Exhibit D

Industrial Facilities Exemption Application Checklist

Applicant Name: _____

GENERAL INFORMATION NEEDED FOR ALL APPLICATIONS:

- Completed Department of Treasury application Form 1012
- SIC/NAICS Code – eligible business _____
- Certified copy of the resolution approving the District. IDD _____ PRD _____
 - Was the request for the District done prior to construction? (Y/N)
- Certified copy of the resolution approving the application (must include the following statements):
 - ...SEV of real and personal property WILL/WILL NOT exceed 5% of
 - ...shall not have the effect of substantially impeding.....or impairing the financial soundness...
 - Term of the exemption approved by the local governmental unit
- Letter of Agreement signed by the local unit and the applicant per MCL 207.572.
- Affidavit of Fees signed by the local unit and the applicant.
- Proof of Real Property Construction Begin Date (Building Permit, Footings Inspection, Signed Affidavit from Contractor, etc).
- List of Machinery and Equipment with installation dates.

REHAB ONLY:

- If machinery and equipment is being rehabilitated, a list of machinery, equipment and furniture and fixtures, including cost and installation dates.
- Signed Obsolescence Statement from assessor.

SPECULATIVE ONLY:

- Certified copy of the resolution to establish a speculative building.
- Statement of non-occupancy from the owner and the assessor.
- Was the speculative building constructed before a specific user was identified? MCL 207.553(8)(b). (Y/N)

TRANSFERS ONLY: _____

- Certified copy of the resolution approving the transfer.
- Notice was given to the holder, LGU, assessor and other local authorities for hearing.
- Name Change Only? If so, did we get proof of same ownership? (Y/N)

REVOCATIONS ONLY: Real Property Personal Property Both

Statutory Reason for Revocation: _____

- Certified copy of the resolution approving the revocation.

AMENDMENTS ONLY: Extension: ___ to ___ Increase: _____ to _____ Both/Other

- Certified copy of the resolution approving the amendment.
- Is the amendment to increase personal or real property? (Y/N) If so, obtain the following:
 - Amended application
 - Updated Machinery and Equipment List.

COMMENTS:

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. General Fund (101) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the General Fund (101).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for General Fund (101) with Revenues and Expenditures balancing at \$4,530,268.00 and attach the spreadsheet as an appendix to the minutes.

101 General Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
101-000-400.000	OPENING FUND BALANCE	823,500.00	0.00	(731,771.00)	91,729.00
101-000-402.000	CURRENT TAX REVENUES	895,000.00	901,970.61	6,970.00	901,970.00
101-000-412.000	DELINQUENT TAXES	600.00	1,190.93	590.00	1,190.00
101-000-434.000	TRAILER PARK FEES	4,200.00	5,498.00	1,298.00	5,498.00
101-000-445.000	PENALTIES	5,000.00	4,801.83	(199.00)	4,801.00
101-000-448.001	SUMMER TAX COLLECTION	40,000.00	44,268.00	4,268.00	44,268.00
101-000-451.000	LAKE MICKELSON S.A.D.	21,350.00	21,350.00	0.00	21,350.00
101-000-452.000	CEDAR/LONG/TAN-TRI LAKE S.A.D.	30,850.00	30,850.00	0.00	30,850.00
101-000-453.000	MISCELLANEOUS SQUAW LAKE CANAL S.A.D.	3,137.00	4,637.00	1,500.00	4,637.00
101-000-454.000	MISCELLANEOUS SQUAW LK/CLEAR LK S.A.D.	14,125.00	14,125.00	0.00	14,125.00
101-000-458.000	ASSESSMENT FOR ELKVIEW	8,356.00	8,355.97	(1.00)	8,355.00
101-000-485.000	SOLICITATION PERMITS	0.00	300.00	300.00	300.00
101-000-497.000	ZONING PERMIT	0.00	24,850.00	24,850.00	24,850.00
101-000-499.002	MARIJUANA LICENSE APPLICATIONS FEES	0.00	16,000.00	16,000.00	16,000.00
101-000-500.000	DOG LICENSES	1,300.00	1,260.00	(40.00)	1,260.00
101-000-522.000	CDBG REVENUE	20,000.00	19,937.00	(63.00)	19,937.00
101-000-529.000	OPIOID SETTLEMENT	0.00	9,524.02	9,524.00	9,524.00
101-000-538.003	SPONGY MOTH SUPPRESSION PROGRAM	0.00	329.00	329.00	329.00
101-000-538.004	HAVA SECURITY GRANT - 2022	0.00	8,717.45	8,717.00	8,717.00
101-000-573.000	LOCAL COMMUNITY STABILIZATION REVENUES	50,000.00	53,660.86	3,660.00	53,660.00
101-000-574.000	CONSTITUTIONAL TAX	1,975,000.00	2,039,590.00	64,590.00	2,039,590.00
101-000-574.001	EVIP STATE FUNDING	35,000.00	8,582.36	(26,418.00)	8,582.00
101-000-579.000	LIQUOR LICENSE FEES	0.00	250.00	250.00	250.00
101-000-613.000	LOT SPLITS	0.00	150.00	150.00	150.00
101-000-613.001	BOARD OF APPEALS	0.00	4,100.00	4,100.00	4,100.00
101-000-616.000	TOWNSHIP ADMIN FEE	0.00	2,000.00	2,000.00	2,000.00
101-000-616.001	ADMINISTRATION FEE PC/ZBA	0.00	600.00	600.00	600.00
101-000-617.000	SPEC BRD/COMM MEETING	0.00	0.00	0.00	0.00
101-000-626.000	BUILDING APPLICATION FEES	0.00	3,560.00	3,560.00	3,560.00
101-000-626.002	LAND IMPROVEMENT APP FEE	0.00	0.00	0.00	0.00
101-000-633.000	FILING FEE FOR TWP OFFICE CANDIDATES	0.00	0.00	0.00	0.00
101-000-634.000	REVENUE COPIES/AGENDAS/MINUTES	0.00	938.67	938.00	938.00
101-000-634.001	CEMETERY SALE OF GRAVES	4,800.00	15,800.00	11,000.00	15,800.00
101-000-634.002	CEMETERY FOUNDATION REVENUE	2,400.00	5,206.80	2,806.00	5,206.00
101-000-634.003	CEMETERY OPENING/CLOSING	12,000.00	15,750.00	3,750.00	15,750.00
101-000-665.001	INTEREST (HATTIE LENHOFF)	0.00	0.00	0.00	0.00
101-000-665.100	CLEARING FUND INTEREST	0.00	0.00	0.00	0.00
101-000-665.200	INTEREST SAVINGS ACCOUNT	3,000.00	309,903.77	308,000.00	311,000.00
101-000-665.701	INTEREST T&A	0.00	0.00	0.00	0.00
101-000-665.703	INTEREST TAX	25,000.00	26,490.48	1,490.00	26,490.00

101 General Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
101-000-675.014	HELEN SMITH PARK DONATIONS	0.00	24,206.80	24,206.00	24,206.00
101-000-677.000	reimbursement FROM EMPLOYEE	0.00	0.00	0.00	0.00
101-000-677.001	reimbursement FROM SEWER FUND	0.00	7,600.00	7,600.00	7,600.00
101-000-677.002	reimbursement CABLE TV	4,100.00	4,100.00	0.00	4,100.00
101-000-677.005	reimbursement WORKERS COMP	0.00	0.00	0.00	0.00
101-000-677.007	reimbursement ASSESSING	0.00	1,013.07	1,013.00	1,013.00
101-000-677.008	reimbursement BUILDING PERMIT	0.00	4,500.00	4,500.00	4,500.00
101-000-677.009	reimbursement EMPLOYEE - FIRE MEDICAL	0.00	2,891.90	2,891.00	2,891.00
101-000-677.010	reimbursement VILLAGE FIRE MEDICAL	0.00	529.98	529.00	529.00
101-000-677.011	reimbursement EMPLOYEE - POLICE MEDICAL	0.00	13,124.48	13,124.00	13,124.00
101-000-677.012	reimbursement VILLAGE POLICE MEDICAL	0.00	2,700.94	2,700.00	2,700.00
101-000-677.019	reimbursement PARKS & REC	5,100.00	5,100.00	0.00	5,100.00
101-000-677.020	reimbursement polly ann trailways	1,100.00	1,100.00	0.00	1,100.00
101-000-677.022	REIMBURSEMENT FROM FIRE FUND (213)	6,000.00	6,000.00	0.00	6,000.00
101-000-677.030	MILEAGE	0.00	1,025.00	1,025.00	1,025.00
101-000-678.021	REIMBURSEMENT/POLICE CONTRACTING RENT	18,000.00	18,000.00	0.00	18,000.00
101-000-680.000	MISCELLANEOUS INCOME	0.00	3,714.15	741,014.00	741,014.00
101-000-699.000	TRANSFER FROM	0.00	0.00	0.00	0.00
Total Estimated Revenue:		4,008,918.00	3,700,154.07	521,350.00	4,530,268.00
--- Appropriations ---					
101-101-703.000	WAGES ELECTED OFFICIAL SALARIES	0.00	32,840.00	0.00	38,000.00
101-101-827.000	RECORDING SECRETARY	1,700.00	2,380.00	820.00	2,520.00
101-101-829.000	MEMBERSHIP DUES	10,000.00	13,649.63	4,000.00	14,000.00
101-101-860.000	MILEAGE EXPENSE	1,500.00	2,017.15	600.00	2,100.00
101-101-860.001	MEALS/LODGING EXPENSE	2,500.00	1,990.34	(509.00)	1,991.00
101-101-903.000	LEGAL NOTICES	2,500.00	3,545.90	1,100.00	3,600.00
101-101-957.000	EDUCATION WORKSHOPS AND CONFERENCES	2,000.00	2,488.00	488.00	2,488.00
101-101-962.000	MISCELLANEOUS	2,000.00	17.16	(1,982.00)	18.00
101-171-702.001	WAGES COMMUNICATIONS & GRANTS MANAGER	77,000.00	69,216.96	(2,015.00)	74,985.00
101-171-703.000	WAGES ELECTED OFFICIAL SALARIES	95,000.00	82,551.84	(5,569.00)	89,431.00
101-171-707.000	WAGES & FEES TEMPORARY	1,500.00	0.00	(1,500.00)	0.00
101-171-708.000	WAGES & FEES ADMINISTRATIVE ASSISTANT	55,000.00	52,722.48	2,116.00	57,116.00
101-171-713.001	BENEFITS ACCRUED VACATION	0.00	0.00	0.00	0.00
101-171-829.000	MEMBERSHIP DUES	500.00	0.00	(500.00)	0.00
101-171-860.000	MILEAGE EXPENSE	1,000.00	842.93	(150.00)	850.00
101-171-860.001	MEALS/LODGING EXPENSE	1,000.00	2,780.05	1,781.00	2,781.00
101-171-957.000	EDUCATION WORKSHOPS AND CONFERENCES	3,500.00	645.00	(2,855.00)	645.00
101-171-962.000	MISCELLANEOUS	21,500.00	2,481.08	(19,018.00)	2,482.00
101-202-807.000	AUDIT FEES	7,500.00	15,700.00	8,200.00	15,700.00
101-215-703.000	WAGES ELECTED OFFICIAL SALARIES	88,000.00	82,164.00	1,011.00	89,011.00

101 General Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
101-215-708.000	WAGES & FEES ADMINISTRATIVE ASSISTANT	57,000.00	48,449.17	(3,361.00)	53,639.00
101-215-709.000	WAGES DEPUTY	68,168.00	69,216.96	6,817.00	74,985.00
101-215-827.000	RECORDING SECRETARY	2,400.00	140.00	0.00	2,400.00
101-215-829.000	MEMBERSHIP DUES	775.00	810.00	35.00	810.00
101-215-860.000	MILEAGE EXPENSE	2,000.00	909.48	(1,090.00)	910.00
101-215-860.001	MEALS/LODGING EXPENSE	4,000.00	2,208.29	(500.00)	3,500.00
101-215-957.000	EDUCATION WORKSHOPS AND CONFERENCES	2,500.00	1,064.50	(500.00)	2,000.00
101-215-962.000	MISCELLANEOUS	21,500.00	489.67	(21,000.00)	500.00
101-231-933.297	MAINTENANCE SAFETY PATH	0.00	14,036.00	18,000.00	18,000.00
101-247-703.001	WAGES BOARD MEMBER FEES	3,000.00	3,240.00	800.00	3,800.00
101-247-860.000	MILEAGE EXPENSE	100.00	0.00	(100.00)	0.00
101-247-860.001	MEALS/LODGING EXPENSE	0.00	0.00	0.00	0.00
101-247-903.000	LEGAL NOTICES	500.00	331.80	(168.00)	332.00
101-247-957.000	EDUCATION WORKSHOPS AND CONFERENCES	150.00	0.00	(150.00)	0.00
101-247-962.000	MISCELLANEOUS	100.00	0.00	(100.00)	0.00
101-253-703.000	WAGES ELECTED OFFICIAL SALARIES	85,000.00	80,122.32	1,799.00	86,799.00
101-253-707.000	WAGES & FEES TEMPORARY	1,000.00	0.00	(1,000.00)	0.00
101-253-708.000	WAGES & FEES ADMINISTRATIVE ASSISTANT	55,000.00	48,329.49	(367.00)	54,633.00
101-253-709.000	WAGES DEPUTY	75,000.00	66,876.00	(2,551.00)	72,449.00
101-253-814.000	DATA PROCESSING	3,000.00	10,008.99	11,000.00	14,000.00
101-253-829.000	MEMBERSHIP DUES	1,000.00	656.00	(300.00)	700.00
101-253-860.000	MILEAGE EXPENSE	600.00	652.85	200.00	800.00
101-253-860.001	MEALS/LODGING EXPENSE	1,000.00	512.91	(450.00)	550.00
101-253-957.000	EDUCATION WORKSHOPS AND CONFERENCES	400.00	554.00	154.00	554.00
101-253-962.000	MISCELLANEOUS	21,500.00	2,514.32	(18,985.00)	2,515.00
101-257-711.000	CONTRACT OAKLAND COUNTY	150,000.00	149,502.84	(497.00)	149,503.00
101-257-819.000	SERVICES PROFESSIONAL	0.00	0.00	0.00	0.00
101-257-826.000	LEGAL FEES	6,000.00	2,275.00	(3,725.00)	2,275.00
101-257-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00
101-262-707.000	WAGES & FEES TEMPORARY	5,000.00	1,338.51	(2,500.00)	2,500.00
101-262-712.000	ELECTION INSPECTOR FEES	7,000.00	(150.00)	(7,000.00)	0.00
101-262-728.000	OFFICE SUPPLIES	1,500.00	8,192.17	10,000.00	11,500.00
101-262-730.000	POSTAGE	6,500.00	17,852.84	16,000.00	22,500.00
101-262-860.000	MILEAGE EXPENSE	100.00	295.08	200.00	300.00
101-262-860.001	MEALS/LODGING EXPENSE	1,000.00	112.74	(887.00)	113.00
101-262-890.000	CONTINGENCY	1,159,363.00	0.00	(1,159,363.00)	0.00
101-262-903.000	LEGAL NOTICES	250.00	0.00	(250.00)	0.00
101-262-933.000	MAINTENANCE EQUIPMENT	4,000.00	6,140.00	2,140.00	6,140.00
101-262-957.000	EDUCATION WORKSHOPS AND CONFERENCES	1,000.00	590.00	(410.00)	590.00
101-262-962.000	MISCELLANEOUS	500.00	1,070.23	700.00	1,200.00
101-262-977.000	EQUIPMENT ACQUISITION	500.00	6,110.50	5,700.00	6,200.00

101 General Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
101-265-740.000	OPER. SUPPLIES BUILDING	1,000.00	0.00	(1,000.00)	0.00
101-265-821.011	ENGINEERING FEES - PARKING LOTS	0.00	37,080.94	40,000.00	40,000.00
101-265-831.000	JANITORIAL SERVICE	8,500.00	9,701.96	2,700.00	11,200.00
101-265-853.000	TELEPHONE	11,000.00	27,299.77	18,500.00	29,500.00
101-265-921.000	UTILITIES - ELECTRIC BLDG	16,000.00	15,041.75	0.00	16,000.00
101-265-923.000	UTILITIES - HEAT	7,000.00	5,398.04	0.00	7,000.00
101-265-927.000	UTILITIES SEWER/WATER	2,000.00	2,764.20	1,000.00	3,000.00
101-265-927.001	UTILITIES WATER	5,000.00	4,194.26	0.00	5,000.00
101-265-929.000	TRASH DISPOSAL	1,500.00	1,509.00	500.00	2,000.00
101-265-931.000	MAINTENANCE BLDG/GROUNDS	23,000.00	19,420.15	(2,000.00)	21,000.00
101-265-932.001	MAINTENANCE GROUNDS	10,000.00	13,247.65	4,000.00	14,000.00
101-265-932.002	HELEN SMITH PARK EXPENSES	0.00	80,258.55	80,259.00	80,259.00
101-265-933.000	MAINTENANCE EQUIPMENT	5,000.00	3,740.14	(200.00)	4,800.00
101-265-962.000	MISCELLANEOUS	2,000.00	3,185.92	1,500.00	3,500.00
101-265-970.004	INTERNET FEES	1,000.00	401.54	(598.00)	402.00
101-265-976.000	ADDITIONS & IMPROVEMENTS	2,500.00	152,438.20	150,500.00	153,000.00
101-265-977.000	EQUIPMENT ACQUISITION	2,000.00	(675.00)	(2,000.00)	0.00
101-266-826.000	LEGAL FEES	70,000.00	40,015.19	(14,000.00)	56,000.00
101-267-728.000	OFFICE SUPPLIES	12,000.00	4,402.18	(3,500.50)	8,499.50
101-267-730.000	POSTAGE	5,000.00	12,034.00	10,000.00	15,000.00
101-267-804.000	CODIFICATION OF ORDINANCE	5,000.00	2,526.57	(2,000.00)	3,000.00
101-267-810.000	PROPERTY TAX STONY LAKE	0.00	0.00	0.00	0.00
101-267-821.002	EVIP EXPENDITURES	0.00	3,711.00	3,711.00	3,711.00
101-267-861.000	CONTRACTED SERVICES	0.00	17,155.16	17,500.00	17,500.00
101-267-880.000	PUBLIC RELATIONS	2,000.00	86,061.45	84,200.00	86,200.00
101-267-890.000	CONTINGENCY	0.00	0.00	0.00	0.00
101-267-903.000	LEGAL NOTICES	100.00	0.00	(100.00)	0.00
101-267-933.000	MAINTENANCE EQUIPMENT	25,000.00	22,107.20	0.00	25,000.00
101-267-934.000	MAINTENANCE/GAS VEHICLE	5,000.00	1,949.65	(2,900.00)	2,100.00
101-267-955.000	INSURANCE LIABILITY	20,000.00	18,774.78	0.00	20,000.00
101-267-962.000	MISCELLANEOUS	6,000.00	6,920.48	1,000.00	7,000.00
101-267-962.001	OPIOID SETTLEMENT EXPENSES	0.00	0.00	100.00	100.00
101-267-962.002	ARPA EXPENSES	0.00	645,323.78	700,000.00	700,000.00
101-267-962.024	ARPA LEGAL FEES	0.00	6,860.00	8,000.00	8,000.00
101-267-962.028	MARIJUANA LEGAL FEES	0.00	2,250.00	2,250.00	2,250.00
101-267-970.003	COMPUTER PROGRAMMING	3,000.00	1,666.86	(1,330.00)	1,670.00
101-270-715.000	S.S.EMPLOYER SHARE	49,000.00	53,011.54	5,000.00	54,000.00
101-270-716.000	INSURANCE MEDICAL	250,000.00	228,548.64	0.00	250,000.00
101-270-716.001	INSURANCE MEDICAL - OLD FIRE FUND	7,000.00	6,550.43	0.00	7,000.00
101-270-716.002	INSURANCE MEDICAL - OLD POLICE FUND	20,000.00	28,441.69	9,000.00	29,000.00
101-270-717.000	LIFE INSURANCE	4,200.00	4,815.88	800.00	5,000.00

101 General Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
101-270-718.000	BENEFITS PENSION PLAN EMPLOYER SHARE	50,000.00	91,806.66	42,000.00	92,000.00
101-270-720.000	MICH EMPLOY SECURITY COMM	2,500.00	2,472.82	0.00	2,500.00
101-270-815.000	CONTRACTED PAYROLL	3,000.00	4,536.61	2,000.00	5,000.00
101-446-969.000	HWY/RD MAINTENANCE CONTR	0.00	0.00	0.00	0.00
101-447-821.000	ENGINEERING FEES - GENERAL	10,000.00	12,550.00	3,950.00	13,950.00
101-447-821.004	ENGINEERING FEES - STORMWATER MGMT.	1,000.00	800.00	0.00	1,000.00
101-447-821.007	ENGINEERING FEES - WELLHEAD PROTECTION	2,000.00	7,000.00	5,000.00	7,000.00
101-448-926.000	UTILITIES STREET LIGHTS	10,000.00	12,672.23	4,000.00	14,000.00
101-531-803.000	SPONGY MOTH SPRAYING	100,000.00	658.00	(99,342.00)	658.00
101-531-880.001	RELATIONS - WEST NILE PROGRAM	100.00	35.22	(60.00)	40.00
101-567-712.011	FEES CEMETERY OPENING/CLOSING	10,500.00	15,352.00	6,500.00	17,000.00
101-567-712.012	FEES CEMETERY - FOUNDATION EXPENSE	1,600.00	3,504.00	3,900.00	5,500.00
101-567-712.014	CEMETERY GRAVE BUY BACK	0.00	20.00	20.00	20.00
101-567-825.000	CONTRACT CEMETERY MAINTENANCE	68,400.00	62,700.00	0.00	68,400.00
101-567-903.000	LEGAL NOTICES	100.00	94.80	0.00	100.00
101-567-921.000	UTILITIES - ELECTRIC BLDG	500.00	572.42	100.00	600.00
101-567-927.000	UTILITIES SEWER/WATER	1,000.00	797.06	0.00	1,000.00
101-567-932.000	MAINTENANCE GENERAL	10,000.00	5,024.50	(3,000.00)	7,000.00
101-567-962.000	MISCELLANEOUS	1,000.00	665.95	(250.00)	750.00
101-572-962.012	MISCELLANEOUS OAK RIDGE RD S.A.D.	0.00	0.00	0.00	0.00
101-572-962.017	MISC LAKE MICKELSON SAD (2016)	21,350.00	21,799.00	449.00	21,799.00
101-572-962.018	CEDAR/LONG/TAN-TRI LAKE S.A.D.	0.00	22,133.75	22,134.00	22,134.00
101-572-962.019	PAINT LAKE CANAL S.A.D.	3,137.00	3,385.80	249.00	3,386.00
101-572-962.021	PAINT LAKE/CLEAR LK S.A.D.	14,125.00	15,245.76	1,121.00	15,246.00
101-572-962.029	OAK RIDGE ROAD SAD - 2024	0.00	525.00	525.00	525.00
101-572-962.030	GREAT PINES S.A.D.-2023	0.00	0.00	0.00	0.00
101-694-802.000	UNALLOCATED CDBG EXPENSES	15,000.00	19,937.00	4,937.00	19,937.00
101-695-860.002	MILEAGE/MEALS ON WHEELS	2,000.00	2,998.19	2,000.00	4,000.00
101-695-861.001	CONTRACTED SERVICES NOTA	65,000.00	67,174.00	3,000.00	68,000.00
101-695-881.002	CONTRIBUTIONS YOUTH ASSISTANCE	13,500.00	25,897.96	12,500.00	26,000.00
101-701-703.001	WAGES BOARD MEMBER FEES	15,000.00	13,105.00	0.00	15,000.00
101-701-708.000	WAGES & FEES PC/ZBA ADMIN ASSISTANT	10,000.00	25,215.36	17,316.50	27,316.50
101-701-712.006	FEES CODE ENFORCEMENT OFFICER	0.00	21,411.25	25,000.00	25,000.00
101-701-728.000	OFFICE SUPPLIES	1,000.00	270.51	(700.00)	300.00
101-701-801.000	PLANNER/PROF. SERVICES PLANNER	35,000.00	14,947.50	(13,000.00)	22,000.00
101-701-801.001	PLANNER/PROF. SERVICES MASTER PLAN	0.00	3,262.30	15,000.00	15,000.00
101-701-801.009	PLANNER/PROF. SERVICES	30,000.00	73,510.00	58,000.00	88,000.00
101-701-826.000	LEGAL FEES	1,000.00	25,042.40	29,000.00	30,000.00
101-701-827.000	RECORDING SECRETARY	2,000.00	1,680.00	0.00	2,000.00
101-701-829.000	MEMBERSHIP DUES	1,500.00	0.00	(1,500.00)	0.00
101-701-860.000	MILEAGE EXPENSE	1,000.00	2,996.32	2,500.00	3,500.00

101 General Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
101-701-860.001	MEALS/LODGING EXPENSE	1,000.00	0.00	(1,000.00)	0.00
101-701-903.000	LEGAL NOTICES	2,000.00	632.00	(1,300.00)	700.00
101-701-957.000	EDUCATION WORKSHOPS AND CONFERENCES	2,000.00	0.00	(2,000.00)	0.00
101-701-962.000	MISCELLANEOUS	4,000.00	1,625.00	(2,000.00)	2,000.00
101-701-970.003	COMPUTER PROGRAMMING	0.00	0.00	0.00	0.00
101-702-703.001	WAGES BOARD MEMBER FEES	3,000.00	3,725.00	1,000.00	4,000.00
101-702-728.000	OFFICE SUPPLIES	100.00	0.00	(100.00)	0.00
101-702-801.000	PLANNER/PROF. SERVICES PLANNER	1,000.00	1,702.50	4,000.00	5,000.00
101-702-826.000	LEGAL FEES	200.00	5,820.00	7,800.00	8,000.00
101-702-827.000	RECORDING SECRETARY	1,000.00	840.00	0.00	1,000.00
101-702-860.000	MILEAGE EXPENSE	0.00	0.00	0.00	0.00
101-702-860.001	MEALS/LODGING EXPENSE	0.00	0.00	0.00	0.00
101-702-903.000	LEGAL NOTICES	500.00	774.20	300.00	800.00
101-702-957.000	EDUCATION WORKSHOPS AND CONFERENCES	250.00	0.00	(250.00)	0.00
101-803-881.001	NE OAKLAND HISTORICAL SOCIETY	1,650.00	(4,950.00)	(1,650.00)	0.00
101-901-963.000	DISASTER PLAN	0.00	0.00	0.00	0.00
101-901-970.000	VEHICLE PURCHASE	0.00	0.00	0.00	0.00
101-995-965.204	CONTRIBUTION TO ROAD FUND	100,000.00	70,000.00	200,000.00	300,000.00
101-995-965.206	CONTRIBUTION TO FIRE FUND	300,000.00	300,000.00	0.00	300,000.00
101-995-965.207	CONTRIBUTION TO POLICE FUND	7,000.00	0.00	0.00	7,000.00
101-995-965.208	CONTRIBUTION PARKS AND REC	0.00	0.00	0.00	0.00
101-995-965.209	CONTRIBUTION TO CEMETERY FUND	250,000.00	0.00	0.00	250,000.00
101-995-965.297	CONTRIBUTION TO SAFETY PATH FUND	110,000.00	0.00	190,000.00	300,000.00
101-995-965.298	CONTRIBUTION TO POLLY ANN TRAIL	20,000.00	19,965.00	0.00	20,000.00
Total Appropriations:		4,008,918.00	3,462,551.80	483,350.00	4,530,268.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		0.00	237,602.27	38,000.00	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Road Fund (204) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the Road Fund (204).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for Road Fund (204) with Revenues and Expenditures balancing at \$300,653.00 and attach the spreadsheet as an appendix to the minutes.

204 Road Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
204-000-400.000	OPENING FUND BALANCE	0.00	0.00	0.00	0.00
204-000-546.000	ALLOCATION FROM STATE	0.00	0.00	0.00	0.00
204-000-665.200	INTEREST SAVINGS ACCOUNT	0.00	646.98	650.00	650.00
204-000-665.300	INTEREST CD/POOL FUND	0.00	2.45	2.00	2.00
204-000-680.000	MISCELLANEOUS INCOME	0.00	1.00	1.00	1.00
204-000-699.101	TRANSFER FROM GENERAL FUND	100,000.00	70,000.00	200,000.00	300,000.00
Total Estimated Revenue:		100,000.00	70,650.43	200,653.00	300,653.00
--- Appropriations ---					
204-440-801.000	PLANNER/PROF. SERVICES PLANNER	0.00	0.00	0.00	0.00
204-440-811.000	RESTORATION	0.00	0.00	0.00	0.00
204-440-821.000	ENGINEERING FEES - GENERAL	0.00	0.00	0.00	0.00
204-440-826.000	LEGAL FEES	0.00	0.00	0.00	0.00
204-440-890.000	CONTINGENCY	100,000.00	0.00	90,653.00	190,653.00
204-440-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00
204-440-967.000	ROAD PAVINGS	0.00	0.00	0.00	0.00
204-440-969.000	HWY/RD MAINTENANCE CONTR	0.00	103,769.34	110,000.00	110,000.00
Total Appropriations:		100,000.00	103,769.34	200,653.00	300,653.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		0.00	(33,118.91)	0.00	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Fire Fund (206) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the Fire Fund (206).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for Fire Fund (206) with Revenues and Expenditures balancing at \$7,191,042.00 and attach the spreadsheet as an appendix to the minutes.

206 Fire Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
206-000-400.000	OPENING FUND BALANCE	1,480,760.00	0.00	0.00	853,265.63
206-000-402.000	CURRENT TAX REVENUES	4,300,000.00	4,488,283.57	188,283.57	4,488,283.57
206-000-408.000	FIRE/EMS CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00
206-000-412.000	DELINQUENT TAXES	0.00	3,144.90	3,144.90	3,144.90
206-000-437.000	EVIP REVENUE SHARING	0.00	0.00	0.00	0.00
206-000-499.001	FOOD TRUCK LICENSE	500.00	0.00	0.00	500.00
206-000-568.000	STATE GRANT REVENUE	0.00	0.00	0.00	0.00
206-000-574.002	EVIP REVENUE SHARING	100,000.00	128,303.74	28,303.74	128,303.74
206-000-576.000	STATUTORY TAX	0.00	0.00	0.00	0.00
206-000-619.000	COST RECOVERY - FIRE	0.00	0.00	0.00	0.00
206-000-628.000	REVENUE INSPECTION FEES	3,000.00	5,415.25	2,415.25	5,415.25
206-000-634.000	REVENUE COPIES/AGENDAS/MINUTES	100.00	798.86	698.86	798.86
206-000-635.000	ACCUMED-OXFORD BANK	1,000.00	78,266.74	77,266.74	78,266.74
206-000-665.200	INTEREST SAVINGS ACCOUNT	25,000.00	217,451.48	192,451.48	217,451.48
206-000-665.300	INTEREST CD/POOL FUND	0.00	0.00	0.00	0.00
206-000-673.000	SALE OF ASSETS	0.00	500.00	500.00	500.00
206-000-673.002	SALE OF ROPER BOXES	0.00	320.00	320.00	320.00
206-000-677.000	reimbursement FROM EMPLOYEE	0.00	33,458.81	33,458.81	33,458.81
206-000-678.004	REIMBURSEMENT FROM VILLAGE-BLOOD DRAWS	0.00	0.00	0.00	0.00
206-000-680.000	MISCELLANEOUS INCOME	500.00	7,298.11	6,798.11	7,298.11
206-000-680.002	CPR/FIRST AID CLASSES	0.00	20,511.13	21,000.00	21,000.00
206-000-688.000	REIMBURSEMENT INSURANCE	0.00	303,034.91	303,034.91	303,034.91
206-000-688.010	ACCUMED REIMBURSEMENT	500,000.00	566,210.40	250,000.00	750,000.00
206-000-688.021	REIMBURSEMENT FOR 11/30/2021 RESPONSE	0.00	0.00	0.00	0.00
206-000-699.000	TRANSFER FROM	0.00	0.00	0.00	0.00
206-000-699.101	TRANSFER FROM GENERAL FUND	300,000.00	300,000.00	0.00	300,000.00
Total Estimated Revenue:		6,710,860.00	6,152,997.90	1,107,676.37	7,191,042.00
--- Appropriations ---					
206-357-703.030	WAGES FIREFIGHTERS (PAID ON CALL)	47,500.00	32,923.95	0.00	47,500.00
206-357-703.040	PART TIME WAGES	332,880.00	230,706.51	0.00	332,880.00
206-357-703.050	VOLUNTEERS	12,360.00	500.00	0.00	12,360.00
206-357-704.010	PERSONNEL FULL TIME	1,823,716.00	1,547,976.63	0.00	1,823,716.00
206-357-704.050	PERSONNEL CLERICAL	60,049.00	59,450.73	4,081.00	64,130.00
206-357-704.080	COMP LEAVE/PERSONAL TIME PAY OUT	21,789.00	17,482.85	0.00	21,789.00
206-357-704.081	VACATION TIME PAY OUT	60,000.00	67,060.26	15,000.00	75,000.00
206-357-707.010	FIRE ASSOCIATION	2,400.00	98.00	0.00	2,400.00
206-357-709.001	WAGES OVERTIME	200,000.00	199,253.60	27,000.00	227,000.00
206-357-709.002	WAGES HOLIDAY PAY	78,705.00	64,978.00	0.00	78,705.00
206-357-715.000	S.S.EMPLOYER SHARE	237,715.00	160,916.06	0.00	237,715.00
206-357-716.000	INSURANCE MEDICAL	822,505.00	596,932.62	0.00	822,505.00
206-357-718.000	BENEFITS PENSION PLAN EMPLOYER SHARE	917,197.00	838,990.36	30,000.00	947,197.00

206 Fire Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
206-357-718.050	DEFERRED COMP-EMPLOYER MATCH	40,000.00	32,056.28	0.00	40,000.00
206-357-720.000	MICH EMPLOY SECURITY COMM	12,500.00	6,798.99	0.00	12,500.00
206-357-721.000	WORKERS COMP INS	158,000.00	149,431.00	0.00	158,000.00
206-357-723.000	DRY CLEANING	3,500.00	4,025.41	1,200.00	4,700.00
206-357-727.000	FEES ADMINISTRATIVE	6,595.00	6,000.21	0.00	6,595.00
206-357-728.000	OFFICE SUPPLIES	8,000.00	4,138.93	0.00	8,000.00
206-357-729.000	PRINTING & PUBLISHING	3,000.00	2,232.04	0.00	3,000.00
206-357-730.000	POSTAGE	600.00	189.25	0.00	600.00
206-357-731.000	UNIFORM EXPENSE UNIFORMS	21,250.00	25,431.86	9,300.00	30,550.00
206-357-732.000	SUBSCRIPTIONS	1,000.00	3,050.76	2,500.00	3,500.00
206-357-739.000	GAS UNLEADED FUEL	15,000.00	8,585.23	0.00	15,000.00
206-357-742.000	OPERATING SUPPLIES-MEDICAL	40,000.00	104,192.35	80,000.00	120,000.00
206-357-742.001	OPERATING SUPPLIES-FIRE	25,000.00	38,979.18	15,000.00	40,000.00
206-357-742.002	CPR SUPPLIES	0.00	3,269.47	4,000.00	4,000.00
206-357-743.000	TURN-OUT GEAR	25,000.00	29,467.25	5,000.00	30,000.00
206-357-744.000	EQUIPMENT	5,000.00	21,181.74	20,000.00	25,000.00
206-357-746.000	EXTINGUISHER RECHARGES	1,500.00	2,493.54	1,000.00	2,500.00
206-357-748.000	BUILDING MAINTENANCE-PARTS/SUPPLIES	26,000.00	28,125.00	4,000.00	30,000.00
206-357-748.001	BUILDING MAINTENANCE - LABOR	20,000.00	12,582.25	0.00	20,000.00
206-357-749.000	OFFICE EQUIPMENT	2,000.00	0.00	0.00	2,000.00
206-357-752.000	TOOLS	2,500.00	253.29	0.00	2,500.00
206-357-754.000	UNIFORMS-PAID ON CALL	8,000.00	6,888.47	0.00	8,000.00
206-357-780.010	GAS DIESEL FUEL	40,000.00	31,518.33	0.00	40,000.00
206-357-791.000	EQUIPMENT MAINTENANCE	300.00	106.14	0.00	300.00
206-357-791.001	VEHICLE MAINTENANCE-FIRE	40,000.00	53,820.94	20,000.00	60,000.00
206-357-791.002	RADIO/COMMUNICATIONS SUPPLIES	1,000.00	0.00	0.00	1,000.00
206-357-791.003	VEHICLE MAINTENANCE-MEDICAL	30,000.00	22,112.01	0.00	30,000.00
206-357-802.001	UNALLOCATED COST RECOVERY BILLING	45,000.00	51,581.25	16,500.00	61,500.00
206-357-805.000	DISPATCHING	70,000.00	65,118.52	2,000.00	72,000.00
206-357-807.000	AUDIT FEES	3,500.00	6,840.00	3,500.00	7,000.00
206-357-815.000	CONTRACTED PAYROLL	15,000.00	5,677.68	0.00	15,000.00
206-357-826.000	LEGAL FEES	12,000.00	7,740.00	0.00	12,000.00
206-357-829.000	MEMBERSHIP DUES	7,000.00	6,783.50	0.00	7,000.00
206-357-836.000	PHYSICALS	4,500.00	8,443.00	5,500.00	10,000.00
206-357-850.000	SECURITY SYSTEM (BLDG)	5,000.00	3,833.40	0.00	5,000.00
206-357-853.000	TELEPHONE	15,000.00	10,702.03	0.00	15,000.00
206-357-854.000	CELL PHONES	7,500.00	3,895.91	0.00	7,500.00
206-357-860.000	MILEAGE EXPENSE	500.00	3,914.08	4,500.00	5,000.00
206-357-880.000	PUBLIC RELATIONS	3,000.00	1,982.86	0.00	3,000.00
206-357-890.000	CONTINGENCY	0.00	0.00	0.00	0.00
206-357-903.000	LEGAL NOTICES	0.00	0.00	0.00	0.00
206-357-921.000	UTILITIES - ELECTRIC BLDG	25,000.00	20,454.33	0.00	25,000.00
206-357-923.000	UTILITIES - HEAT	20,000.00	14,838.96	0.00	20,000.00
206-357-927.000	UTILITIES SEWER/WATER	4,000.00	2,688.11	0.00	4,000.00

206 Fire Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
206-357-927.001	UTILITIES WATER	7,000.00	9,447.68	4,000.00	11,000.00
206-357-929.000	TRASH DISPOSAL	2,000.00	1,376.00	0.00	2,000.00
206-357-932.001	GROUPS MAINTENANCE	10,000.00	18,763.96	10,000.00	20,000.00
206-357-933.000	MAINTENANCE EQUIPMENT (LABOR)	15,000.00	19,509.21	5,000.00	20,000.00
206-357-933.001	SOFTWARE & SUPPORT	20,000.00	17,773.52	0.00	20,000.00
206-357-933.002	RADIO/COMMUNICATIONS PARTS & LABOR	1,000.00	666.64	0.00	1,000.00
206-357-934.001	VEHICLE MAINTENANCE (LABOR)	35,000.00	25,573.19	0.00	35,000.00
206-357-934.002	VEHICLE MAINTENANCE (LABOR) MEDICAL	20,000.00	25,455.49	10,000.00	30,000.00
206-357-955.000	INSURANCE LIABILITY-VFIS	18,000.00	17,782.47	0.00	18,000.00
206-357-955.010	INSURANCE FIREFIGHTERS	16,000.00	15,148.03	0.00	16,000.00
206-357-955.020	FLEET INSURANCE	35,000.00	32,930.50	0.00	35,000.00
206-357-957.000	EDUCATION WORKSHOPS AND CONFERENCES	15,000.00	14,218.11	5,000.00	20,000.00
206-357-957.001	EDUCATION TRAINING	27,000.00	25,211.76	3,000.00	30,000.00
206-357-962.000	MISCELLANEOUS	10,000.00	247,488.83	238,500.00	248,500.00
206-357-962.027	UNION GYM EQUIPMENT	0.00	900.00	900.00	900.00
206-357-970.000	VEHICLE PURCHASE	1,007,000.00	0.00	0.00	1,007,000.00
206-357-970.001	CAPITAL OUTLAY	0.00	1,257.50	2,000.00	2,000.00
206-357-977.000	EQUIPMENT ACQUISTION	15,000.00	5,203.30	0.00	15,000.00
Total Appropriations:		6,642,561.00	5,107,399.31	548,481.00	7,191,042.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		68,299.00	1,045,598.59	559,195.37	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Police Fund (207) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the Police Fund (207).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for Police Fund (207) with Revenues and Expenditures balancing at \$4,230,719.01 and attach the spreadsheet as an appendix to the minutes.

207 Police Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
207-000-400.000	OPENING FUND BALANCE	0.00	0.00	0.00	0.00
207-000-402.000	CURRENT TAX REVENUES	3,390,000.00	3,396,405.53	6,405.00	3,396,405.00
207-000-412.000	DELINQUENT TAXES	1,000.00	1,789.86	800.00	1,800.00
207-000-568.000	LIQUOR LICENSE FEES	0.00	25,282.25	25,282.00	25,282.00
207-000-573.000	LOCAL COMMUNITY STABILIZATION REVENUES	72,000.00	68,666.30	(3,334.00)	68,666.00
207-000-574.002	EVIP REVENUE SHARING	17,000.00	18,681.92	1,681.00	18,681.00
207-000-582.001	OXFORD SCHOOL/LIAISON OFC	110,000.00	222,784.00	112,784.00	222,784.00
207-000-619.001	RECOVERED COSTS FOR TOUGH MUDDER	0.00	0.01	0.01	0.01
207-000-626.001	TOWNSHIP REVIEW FEES	500.00	0.00	(500.00)	0.00
207-000-626.002	OCSO MINI CONTRACTS	20,000.00	14,218.08	(5,782.00)	14,218.00
207-000-656.001	COURT FINES	30,000.00	35,532.30	7,000.00	37,000.00
207-000-656.002	PARKING TICKET FEES	1,000.00	825.00	(175.00)	825.00
207-000-665.200	INTEREST SAVINGS ACCOUNT	3,000.00	218,975.94	217,000.00	220,000.00
207-000-665.300	INTEREST CD/POOL FUND	0.00	0.00	0.00	0.00
207-000-676.002	TRANSFER FROM	0.00	0.00	0.00	0.00
207-000-678.003	MICHIGAN TRAFFIC SAFETY GRANT PROGRAM	0.00	0.00	0.00	0.00
207-000-680.000	MISCELLANEOUS INCOME	0.00	58.97	225,058.00	225,058.00
207-000-699.101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00
Total Estimated Revenue:		3,644,500.00	4,003,220.16	586,219.01	4,230,719.01
--- Appropriations ---					
207-302-706.000	WAGES SECRETARY	55,000.00	51,739.20	1,255.00	56,255.00
207-302-707.000	WAGES & FEES TEMPORARY	0.00	0.00	0.00	0.00
207-302-709.001	WAGES OVERTIME	220,000.00	182,839.95	65,000.00	285,000.00
207-302-711.001	CONTRACT O.C.S.D.	3,254,250.00	2,614,910.58	155,000.00	3,409,250.00
207-302-711.003	CONTRACT O.C.S.D. MINI CONTRACTS	20,000.00	0.00	(20,000.00)	0.00
207-302-711.005	CONTRACT OCSO - TOUGH MUDDER	0.00	702.77	702.00	702.00
207-302-715.000	S.S.EMPLOYER SHARE	3,700.00	3,906.42	300.00	4,000.00
207-302-716.000	INSURANCE MEDICAL	20,000.00	14,225.44	0.00	20,000.00
207-302-717.000	LIFE INSURANCE	500.00	517.80	20.00	520.00
207-302-718.000	BENEFITS PENSION PLAN EMPLOYER SHARE	7,100.00	7,436.28	500.00	7,600.00
207-302-720.000	MICH EMPLOY SECURITY COMM	250.00	190.00	0.00	250.00
207-302-728.000	OFFICE SUPPLIES	1,000.00	222.61	(500.00)	500.00
207-302-730.000	POSTAGE	0.00	0.00	0.00	0.00
207-302-807.000	AUDIT FEES	1,700.00	4,000.00	2,300.00	4,000.00
207-302-815.000	CONTRACTED PAYROLL	0.00	0.00	0.00	0.00
207-302-826.000	LEGAL FEES	30,000.00	30,350.00	8,000.00	38,000.00
207-302-831.000	JANITORIAL SERVICE	4,500.00	4,768.66	2,000.00	6,500.00
207-302-853.000	TELEPHONE	4,000.00	0.00	(4,000.00)	0.00
207-302-860.000	MILEAGE EXPENSE	0.00	0.00	0.00	0.00

207 Police Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
207-302-860.001	MEALS/LODGING EXPENSE	0.00	0.00	0.00	0.00
207-302-890.000	CONTINGENCY	3,000.00	0.00	298,142.01	301,142.01
207-302-903.000	LEGAL NOTICES	0.00	0.00	0.00	0.00
207-302-910.000	INSURANCE LIABILITY	0.00	0.00	0.00	0.00
207-302-921.000	UTILITIES - ELECTRIC BLDG	0.00	0.00	0.00	0.00
207-302-931.000	MAINTENANCE BLDG/GROUNDS	1,000.00	3,754.37	3,000.00	4,000.00
207-302-933.000	MAINTENANCE EQUIPMENT	500.00	2,097.98	2,000.00	2,500.00
207-302-940.000	RENT EXPENSE	18,000.00	18,000.00	0.00	18,000.00
207-302-957.000	EDUCATION WORKSHOPS AND CONFERENCES	0.00	0.00	0.00	0.00
207-302-962.000	MISCELLANEOUS	500.00	6,151.76	6,500.00	7,000.00
207-302-976.000	ADDITIONS & IMPROVEMENTS	2,500.00	27,618.85	28,000.00	30,500.00
207-302-976.002	SUBSTATION EXPANSION	0.00	26,330.00	35,000.00	35,000.00
207-302-977.000	EQUIPMENT ACQUISTION	0.00	0.00	0.00	0.00
Total Appropriations:		3,647,500.00	2,999,762.67	583,219.01	4,230,719.01
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		(3,000.00)	1,003,457.49	3,000.00	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Cemetery Maintenance Fund (209) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the Cemetery Maintenance Fund (209).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for Cemetery Maintenance Fund (209) with Revenues and Expenditures balancing at \$255,010.00 and attach the spreadsheet as an appendix to the minutes.

209 Cemetery Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
209-000-400.000	OPENING FUND BALANCE	85,000.00	0.00	(85,000.00)	0.00
209-000-665.200	INTEREST SAVINGS ACCOUNT	0.00	3,112.86	4,000.00	4,000.00
209-000-665.300	INTEREST CD/POOL FUND	0.00	9.14	10.00	10.00
209-000-675.000	DONATIONS	0.00	1,000.00	1,000.00	1,000.00
209-000-680.000	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00
209-000-699.101	TRANSFER FROM GENERAL FUND	250,000.00	0.00	0.00	250,000.00
Total Estimated Revenue:		335,000.00	4,122.00	(79,990.00)	255,010.00
--- Appropriations ---					
209-276-801.000	PLANNER/PROF. SERVICES PLANNER	0.00	0.00	0.00	0.00
209-276-821.000	ENGINEERING FEES - GENERAL	0.00	0.00	0.00	0.00
209-276-890.000	CONTINGENCY	250,000.00	0.00	(2,590.00)	247,410.00
209-276-932.000	MAINTENANCE GENERAL	0.00	7,528.80	7,600.00	7,600.00
209-276-935.000	RESTORATION	85,000.00	0.00	(85,000.00)	0.00
209-276-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00
Total Appropriations:		335,000.00	7,528.80	(79,990.00)	255,010.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		0.00	(3,406.80)	0.00	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Telecommunications Fund (239) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the Telecommunications Fund (239).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for Telecommunications Fund (239) with Revenues and Expenditures balancing at \$28,900.00 and attach the spreadsheet as an appendix to the minutes.

239 Telecommunication 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
239-000-400.000	OPENING FUND BALANCE	0.00	0.00	7,877.00	7,877.00
239-000-546.000	ALLOCATION FROM STATE	15,000.00	20,912.61	6,000.00	21,000.00
239-000-665.200	INTEREST SAVINGS ACCOUNT	11.00	22.81	12.00	23.00
239-000-665.300	INTEREST CD/POOL FUND	0.00	0.00	0.00	0.00
239-000-680.000	MISCELLANEOUS INCOME	0.00	0.00	0.00	0.00
Total Estimated Revenue:		15,011.00	20,935.42	13,889.00	28,900.00
--- Appropriations ---					
239-807-807.000	AUDIT FEES	100.00	200.00	100.00	200.00
239-807-821.000	ENGINEERING FEES - GENERAL	0.00	1,907.50	3,000.00	3,000.00
239-807-826.000	LEGAL FEES	0.00	0.00	0.00	0.00
239-807-890.000	CONTINGENCY	14,911.00	20,000.00	5,089.00	20,000.00
239-807-969.000	HWY/RD MAINTENANCE CONTR	0.00	5,641.57	5,700.00	5,700.00
239-807-977.000	EQUIPMENT ACQUISTION	0.00	0.00	0.00	0.00
Total Appropriations:		15,011.00	27,749.07	13,889.00	28,900.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		0.00	(6,813.65)	0.00	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Building Department Fund (249) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the Building Department Fund (249).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for Building Department Fund (249) with Revenues and Expenditures balancing at \$750,330.00 and attach the spreadsheet as an appendix to the minutes.

249 Building Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
249-000-400.000	OPENING FUND BALANCE	17,500.00	0.00	(17,500.00)	0.00
249-000-476.000	REGISTER CONTRACTOR LICE.	2,500.00	3,330.00	900.00	3,400.00
249-000-491.000	BUILDING PERMITS	182,700.00	356,454.00	174,100.00	356,800.00
249-000-492.000	ELECTRICAL PERMITS	40,000.00	45,846.75	6,000.00	46,000.00
249-000-493.000	HEATING PERMITS	60,000.00	68,321.75	8,500.00	68,500.00
249-000-494.000	PLUMBING PERMITS	30,000.00	32,276.75	2,500.00	32,500.00
249-000-495.000	GRADING PLAN PERMIT FEE	8,000.00	7,440.00	0.00	8,000.00
249-000-496.000	SOIL EROSION PERMIT FEE	35,000.00	48,750.00	14,000.00	49,000.00
249-000-616.000	TOWNSHIP ADMIN FEE	7,000.00	48,320.00	41,500.00	48,500.00
249-000-626.003	ONLINE SERVICE FEE	0.00	1,968.00	2,100.00	2,100.00
249-000-665.200	INTEREST SAVINGS ACCOUNT	1,000.00	23,708.50	22,800.00	23,800.00
249-000-665.300	INTEREST CD/POOL FUND	0.00	0.00	0.00	0.00
249-000-677.025	MILEAGE	13,000.00	15,185.00	2,500.00	15,500.00
249-000-680.000	MISCELLANEOUS INCOME	0.00	0.00	96,230.00	96,230.00
Total Estimated Revenue:		396,700.00	651,600.75	353,630.00	750,330.00
--- Appropriations ---					
249-289-705.000	WAGES BLDG/ZONING ADMINISTRATOR	78,000.00	86,243.28	15,430.00	93,430.00
249-289-707.000	WAGES & FEES TEMPORARY	0.00	2,737.50	2,737.50	2,737.50
249-289-708.000	WAGES & FEES ADMINISTRATIVE ASSISTANT	50,000.00	72,362.62	29,316.50	79,316.50
249-289-712.001	FEES ELECTRIC INSPECTORS	20,000.00	29,090.00	15,000.00	35,000.00
249-289-712.002	FEES HEATING INSPECTOR	22,000.00	30,335.00	13,000.00	35,000.00
249-289-712.004	FEES PLUMBING INSPECTOR	16,000.00	17,790.00	4,000.00	20,000.00
249-289-712.009	FEES BUILDING INSPECTOR	55,000.00	87,627.00	33,500.00	88,500.00
249-289-712.010	ENGINEER INSPECTOR FEE	2,500.00	1,282.50	0.00	2,500.00
249-289-712.013	SOIL EROSION INSPECTOR	20,000.00	29,448.75	15,000.00	35,000.00
249-289-715.000	S.S.EMPLOYER SHARE	10,000.00	12,133.19	3,500.00	13,500.00
249-289-716.000	INSURANCE MEDICAL	55,000.00	47,297.32	5,000.00	60,000.00
249-289-717.000	LIFE INSURANCE	2,000.00	904.07	0.00	2,000.00
249-289-718.000	BENEFITS PENSION PLAN EMPLOYER SHARE	18,000.00	12,397.46	2,000.00	20,000.00
249-289-720.000	MICH EMPLOY SECURITY COMM	1,200.00	518.95	3,800.00	5,000.00
249-289-727.000	FEES ADMINISTRATIVE	0.00	5,435.00	10,000.00	10,000.00
249-289-727.002	ONLINE SERVICE FEE	0.00	7,830.00	10,000.00	10,000.00
249-289-728.000	OFFICE SUPPLIES	3,000.00	3,599.38	1,000.00	4,000.00
249-289-807.000	AUDIT FEES	0.00	8,475.00	8,475.00	8,475.00
249-289-821.002	EVIP EXPENDITURES	0.00	0.00	0.00	0.00
249-289-826.000	LEGAL FEES	3,000.00	3,930.00	7,000.00	10,000.00
249-289-829.000	MEMBERSHIP DUES	1,500.00	505.00	0.00	1,500.00
249-289-853.000	TELEPHONE	1,700.00	1,671.70	0.00	1,700.00
249-289-860.000	MILEAGE EXPENSE	8,000.00	15,405.32	10,800.00	18,800.00

249 Building Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
249-289-860.001	MEALS/LODGING EXPENSE	1,500.00	1,638.65	500.00	2,000.00
249-289-890.000	CONTINGENCY	600.00	0.00	157,371.00	157,971.00
249-289-903.000	LEGAL NOTICES	500.00	0.00	(500.00)	0.00
249-289-920.000	RENT EXPENSE	0.00	0.00	0.00	0.00
249-289-933.000	MAINTENANCE EQUIPMENT	3,500.00	3,801.00	700.00	4,200.00
249-289-957.000	EDUCATION WORKSHOPS AND CONFERENCES	1,200.00	1,200.00	0.00	1,200.00
249-289-962.000	MISCELLANEOUS	18,500.00	991.00	0.00	18,500.00
249-289-970.001	CAPITAL OUTLAY	0.00	0.00	0.00	0.00
249-289-970.003	COMPUTER PROGRAMMING	0.00	4,400.00	6,000.00	6,000.00
249-289-976.000	ADDITIONS & IMPROVEMENTS	0.00	0.00	0.00	0.00
249-289-977.000	EQUIPMENT ACQUISTION	4,000.00	965.89	0.00	4,000.00
Total Appropriations:		396,700.00	490,015.58	353,630.00	750,330.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		0.00	161,585.17	0.00	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Safety Path Fund (297) 2023 Budget Amendments

Dear Board Members:

Attached is a final copy of the proposed 2023 Budget Amendments for the Safety Path Fund (297).

The following motion is offered for consideration:

I move to approve the recommended 2023 budget amendments for Safety Path Fund (297) with Revenues and Expenditures balancing at \$414,000.00 and attach the spreadsheet as an appendix to the minutes.

297 Safety Path Fund 2023 Amendments

GL Number	Description	2023 Original Budget	YTD As Of 12/31/2023	2023 Adjusted	12/31/2023 Amended Budget
--- Estimated Revenue ---					
297-000-400.000	OPENING FUND BALANCE	0.00	0.00	0.00	0.00
297-000-583.000	CONTRIB FRM OXF SCHLS-RAY RD SAFETY PATH	0.00	0.00	0.00	0.00
297-000-665.300	INTEREST CD/POOL FUND	150.00	13,954.99	13,850.00	14,000.00
297-000-678.000	GRANT REVENUE	0.00	50,000.00	50,000.00	50,000.00
297-000-680.000	MISCELLANEOUS INCOME	0.00	0.00	50,000.00	50,000.00
297-000-699.101	TRANSFER FROM GENERAL FUND	100,000.00	0.00	200,000.00	300,000.00
297-000-699.239	TRANSFER FROM TELECOMMUNICATIONS FUND	0.00	0.00	0.00	0.00
Total Estimated Revenue:		100,150.00	63,954.99	313,850.00	414,000.00
--- Appropriations ---					
297-852-801.000	PLANNER/PROF. SERVICES PLANNER	0.00	0.00	0.00	0.00
297-852-807.000	AUDIT FEES	0.00	1,000.00	1,000.00	1,000.00
297-852-808.001	GRANT MATCHING FUNDS	0.00	60,000.00	60,000.00	60,000.00
297-852-808.002	SEYMOUR LAKE SAFETY PATH PROJECT	0.00	8,935.00	13,000.00	13,000.00
297-852-808.007	LAKEVILLE SAFETY PATH	0.00	70,287.20	200,000.00	200,000.00
297-852-811.000	RESTORATION	0.00	0.00	0.00	0.00
297-852-821.000	ENGINEERING FEES - GENERAL	0.00	29,492.50	50,000.00	50,000.00
297-852-821.009	ENGINEERING DESIGN FOR RAY/N OXFORD RD	0.00	13,350.00	14,000.00	14,000.00
297-852-821.010	ENGINEERING DESIGN FOR DUNLAP ROAD	0.00	0.00	0.00	0.00
297-852-826.000	LEGAL FEES	0.00	2,295.00	5,000.00	5,000.00
297-852-890.000	CONTINGENCY	100,000.00	0.00	(35,700.00)	64,300.00
297-852-903.000	LEGAL NOTICES	0.00	0.00	0.00	0.00
297-852-930.000	POSTAGE	0.00	0.00	0.00	0.00
297-852-932.000	MAINTENANCE GENERAL	0.00	0.00	0.00	0.00
297-852-955.000	INSURANCE LIABILITY	0.00	2,372.88	2,500.00	2,500.00
297-852-962.000	MISCELLANEOUS	0.00	135.00	200.00	200.00
297-852-970.001	CAPITAL OUTLAY	0.00	0.00	0.00	0.00
297-852-971.001	EASEMENT ACQUISITION	150.00	3,706.00	3,850.00	4,000.00
297-852-971.002	EASEMENT ACQ-DRAHNER RD.	0.00	0.00	0.00	0.00
Total Appropriations:		100,150.00	191,573.58	313,850.00	414,000.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		0.00	(127,618.59)	0.00	0.00

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. 2024 General Appropriations Act

Dear Board Members:

Attached is the 2024 General Appropriations Act.

The following motion is offered for consideration:

I move to approve the Charter Township of Oxford 2024 General Appropriations Act, as presented.

CHARTER TOWNSHIP OF OXFORD
2024 GENERAL APPROPRIATIONS ACT

A resolution to establish a general appropriations act for the Charter Township of Oxford; to define the powers and duties of the Charter Township of Oxford officers in relation to the administration of the budget.

The Charter Township of Oxford Board of Trustees resolves:

Section 1: Title

This resolution shall be known as the Charter Township of Oxford's General Appropriations Act.

Section 2: Public Hearing on the Budget

Pursuant to MCLA 141.412 and .413, notice of a public hearing on the proposed budget was published August 2, 2023, and a public hearing on the proposed budget was held on August 9, 2023.

Section 3: Estimated Revenues

The 2024 estimated tax revenues to the Charter Township of Oxford, including an allocated millage voter-authorized millages and miscellaneous revenues are as follows: General Fund \$4,801,627.77; Road Fund \$200,700.00; Fire Fund \$7,858,499.52; Police Contracting Fund \$5,640,200.00; Parks and Recreation Fund \$1,750,000.00; Cemetery Maintenance Fund \$400,000.00; Telecommunications Fund \$15,011.00; Building Permit Fund \$432,000.00; Safety Path Fund \$1,127,725.00; Oxford Public Library Fund \$1,930,001.00; North Oakland Transportation Authority (NOTA) Fund \$6,599,854.00; Cable TV Fund \$404,790.00.

Section 4: Millage Levy

The Charter Township of Oxford Board of Trustees shall cause to be levied and collected the general property tax on all real and personal property within the Township upon the current tax roll an allocated millage of 0.8842 of a mill for Township Operations; and voter authorized millage of 0.9698 of a mill for Park and Recreation, 3.8091 mills for Police Contracting (unincorporated portion of the Township only), 4.3997 mills for Fire Operations, EMS and Advance Life Support, 0.6271 of a mill and 0.6691 of a mill for Oxford Public Library, 0.0000 mills for North Oakland Transportation Authority, and 0.1900 of a mill for Parks and Recreation Bond Debt.

Section 5: Estimated Expenditures

Estimated Oxford Township fund expenditures for fiscal year 2024 for the various township activities are as follows: General Fund \$4,801,627.77; Road Fund \$200,700.00; Fire Fund \$7,858,499.52; Police Contracting Fund \$5,640,200.00; Parks and Recreation Fund \$1,750,000.00; Cemetery Maintenance Fund \$400,000.00; Telecommunications Fund \$15,011.00; Building Permit Fund \$432,000.00; Safety Path Fund \$1,127,725.00; Oxford Public Library Fund \$1,930,001.00; North Oakland Transportation Authority (NOTA) Fund \$6,599,854.00; Cable TV Fund \$404,790.00.

Section 6: Adoption of Budget by Department

The Charter Township of Oxford Board of Trustees adopts the 2024 fiscal year budgets for the various funds by Department. Township officials responsible for the expenditures authorized in the budget may expend township funds up to, but not to exceed, the total appropriation authorized for each Department.

Section 7: Payment of Bills

Pursuant to MCLA 41.75, the Charter Township of Oxford Board of Trustees shall approve all claims (bills) against the Township prior to being paid. The Township Clerk and Treasurer may pay certain claims (bills) prior to approval by the Township Board to avoid late penalties, service charges and interest (primarily utilities) and payroll in accordance with the approved salaries and hourly rates as listed in this appropriations act. The Township Board shall receive a list of claims (bills) paid prior to approval at the next Board meeting.

Section 8: Authorized salary, hourly and per diem rates

Included in the various Departments are the adopted 2024 amounts of the salary, hourly and per diem rates for the officials and employees of the Township as follows:

Township Trustees	Regular/Special Meeting	\$160.00/meeting
	Committee Meeting	\$135.00/meeting
	Committee Meetings over four (4) hours	\$275.00/meeting
Planning Commission	Chairperson	\$135.00/meeting
	Members	\$125.00/meeting
Zoning Board of Appeals	Chairperson	\$135.00/meeting
	Members	\$125.00/meeting
Gravel Inspection Fee	Members	\$265.00
	Over four (4) hours	\$300
Board of Review	Full day	\$250.00
	Less than or equal to a half day	\$150.00
Recording Secretary	Per Meeting	\$140.00/meeting

Rates based on the
2023 Adopted Performance-based
Pay System

Administrative Assistant to the Treasurer	Hourly, Non-Exempt	\$54,633.00	\$59,003.00	(\$28.37/hr)
Administrative Assistant - Building Dept	Hourly, Non-Exempt	\$52,000.00	\$54,600.00	(\$26.25/hr)
Administrative Assistant to the Clerk	Hourly, Non-Exempt	\$53,639.00	\$56,857.00	(\$27.34/hr)
Administrative & Executive Assistant (OCSO Sub-Station)	Hourly, Non-Exempt	\$56,255.00	\$60,755.00	(\$29.21/hr)
Executive Assistant to the Supervisor	Salary Exempt	\$57,116.00	\$61,685.00	
Planning & Zoning Executive Assistant	Salary Exempt	\$54,633.00	\$61,685.00	
Deputy Clerk	Salary Exempt	\$74,985.00	\$80,983.00	
Deputy Treasurer	Salary Exempt	\$72,449.00	\$78,244.00	
Communications & Grants Manager	Salary Exempt	\$74,985.00	\$80,983.00	
Building Official	Salary Exempt	\$93,430.00	\$100,904.00	
Supervisor	Salary	\$89,431.00	\$93,902.00	
Clerk	Salary	\$89,011.00	\$93,461.00	
Treasurer	Salary	\$86,799.00	\$91,139.00	
P/T Ordinance Enforcement Office	Maximum of (30) hours per week	\$27.50/hour	\$29.00	

Section 9: Estimated Revenues and Expenditures

Estimated total revenues and expenditures for the various funds of the Charter Township of Oxford are as follows:

<u>FUND</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>
General	\$4,801,627.77	\$4,801,627.77
Road	\$200,700.00	\$200,700.00
Fire Operations, EMS and ALS	\$7,858,499.52	\$7,858,499.52
Police Contracting	\$5,640,200.00	\$5,640,200.00
Park & Recreation	\$1,750,000.00	\$1,750,000.00
Cemetery Maintenance	\$400,000.00	\$400,000.00
Telecommunications	\$15,011.00	\$15,011.00
Building Permit	\$432,000.00	\$432,000.00
Safety Path	\$1,127,725.00	\$1,127,725.00
NOTA	\$6,599,854.00	\$6,599,854.00
Oxford Public Library	\$1,930,001.00	\$1,930,001.00
Cable TV	\$404,790.00	\$404,790.00

Section 10: Periodic Financial Reports

The Township Clerk shall provide the Township Board at the Board meeting immediately following the end of each fiscal quarter and at the final Board meeting of the fiscal year to date revenues and expenditures compared to the budgeted amounts in the various funds of the Township.

Section 11: Budget Monitoring

Whenever it appears to the Township Supervisor or the Township Board that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation, the Township Supervisor shall present to the Township Board recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both.

Section 12: Violation of this Act

Any obligation incurred or payment authorized in violation of this resolution shall be void and shall subject any responsible official(s) or employee(s) to disciplinary action as outlined in P.A. 621 (1978).

Section 13: Board Adoption

MOVED BY: _____

SECONDED BY: _____

AYES: Charles, Wright, Curtis, Ferrari, Nold, Payne, Colvin

NAYS: None

ABSENT: None

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on the 13th of December 2023.

Curtis Wright, CMC, Clerk
Township Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, Curtis Wright, duly elected Clerk of the Charter Township of Oxford, do hereby certify that the foregoing is a complete and true copy of a Resolution adopted by the Charter Township of Oxford at a meeting of the Board of Trustees held on the 13th day of December 2023.

Curtis Wright, CMC, Clerk
Township Clerk

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Trustees Compensation Resolution

Dear Board Members:

Attached is a Resolution to establish Trustees Compensation.

The following motion is offered:

I move to approve the Resolution to Establish Annual Compensation for the Charter Township of Oxford Trustees as presented.

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION # 2023 - _____

**RESOLUTION TO ESTABLISH ANNUAL COMPENSATION FOR THE
CHARTER TOWNSHIP OF OXFORD TRUSTEES**

At a meeting of the Township Board of Trustees (“Board”) of the Township of Oxford (“Township”), County of Oakland, Michigan (the “Township”) at a meeting held on December 13, 2023, at 300 Dunlap Rd., Oxford, Michigan 48371 at 6:30 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____.

PREAMBLE

WHEREAS, the compensation for officers composing the Township Board shall be determined by the Township Board (MCL 42.95(2)); and

WHEREAS, the Township Board has considered the recommendation of the Compensation Advisory Committee and determined compensation for Trustees.

NOW THEREFORE BE IT RESOLVED that a Trustee serving the Charter Township of Oxford shall receive \$160.00 per regular or special Board of Trustee meeting attended, effective January 1, 2024.

NOW THEREFORE BE IT FURTHER RESOLVED that additional compensation may be provided to members of the Board of Trustees for attendance required at other Township meetings or for performance of other non-statutory duties as authorized by the annual General Appropriations Act (*Exhibit A*) or upon separate action of the Township Board of Trustees.

MOVED:

AYES:

NAYS:

ABSENT:

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on December 13, 2023.

Curtis Wright, Township Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oxford, County of Oakland, Michigan, at a regular meeting held on December 13, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Curtis Wright, Township Clerk

Exhibit A

**CHARTER TOWNSHIP OF OXFORD
2024 GENERAL APPROPRIATIONS ACT**

A resolution to establish a General Appropriations Act for the Charter Township of Oxford; to define the powers and duties of the Charter Township of Oxford officers in relation to the administration of the budget.

The Charter Township of Oxford Board of Trustees resolves:

Section 1: Title

This resolution shall be known as the Charter Township of Oxford's General Appropriations Act.

Section 2: Public Hearing on the Budget

Pursuant to MCLA 141.412 and .413, Notice of a Public Hearing on the proposed budget was published August 2, 2023, and a public hearing on the proposed budget was held on August 9, 2023.

Section 3: Estimated Revenues

The 2024 estimated tax revenues to the Charter Township of Oxford, including an allocated millage voter-authorized millages and miscellaneous revenues are as follows: General Fund \$4,801,627.77; Road Fund \$200,700.00; Fire Fund \$7,858,499.52; Police Contracting Fund \$5,640,200.00; Parks and Recreation Fund \$1,750,000.00; Cemetery Maintenance Fund \$400,000.00; Telecommunications Fund \$15,011.00; Building Permit Fund \$432,000.00; Safety Path Fund \$1,127,725.00; Oxford Public Library Fund \$1,930,001.00; North Oakland Transportation Authority (NOTA) Fund \$6,599,854.00; Cable TV Fund \$404,790.00.

Section 4: Millage Levy

The Charter Township of Oxford Board of Trustees shall cause to be levied and collected the general property tax on all real and personal property within the Township upon the current tax roll an allocated millage of 0.8842 of a mill for Township Operations; and voter authorized millage of 0.9698 of a mill for Park and Recreation, 3.8091 mills for Police Contracting (unincorporated portion of the Township only), 4.3997 mills for Fire Operations, EMS and Advance Life Support, 0.6271 of a mill and 0.6691 of a mill for Oxford Public Library, 0.0000 mills for North Oakland Transportation Authority, and 0.1900 of a mill for Parks and Recreation Bond Debt.

Section 5: Estimated Expenditures

Estimated Oxford Township fund expenditures for fiscal year 2024 for the various township activities are as follows: General Fund \$4,801,627.77; Road Fund \$200,700.00; Fire Fund \$7,858,499.52; Police Contracting Fund \$5,640,200.00; Parks and Recreation Fund \$1,750,000.00; Cemetery Maintenance Fund \$400,000.00; Telecommunications Fund \$15,011.00; Building Permit Fund \$432,000.00; Safety Path Fund \$1,127,725.00; Oxford Public Library Fund \$1,930,001.00; North Oakland Transportation Authority (NOTA) Fund \$6,599,854.00; Cable TV Fund \$404,790.00.

Section 6: Adoption of Budget by Department

The Charter Township of Oxford Board of Trustees adopts the 2024 fiscal year budgets for the various funds by Department. Township officials responsible for the expenditures authorized in the budget may expend Township funds up to, but not to exceed, the total appropriation authorized for each Department.

Section 7: Payment of Bills

Pursuant to MCLA 41.75, the Charter Township of Oxford Board of Trustees shall approve all claims (bills) against the Township prior to being paid. The Township Clerk and Treasurer may pay certain claims (bills) prior to approval by the Township Board to avoid late penalties, service charges and interest (primarily utilities) and payroll in accordance with the approved salaries and hourly rates as listed in this Appropriations Act. The Township Board shall receive a list of claims (bills) paid prior to approval at the next Board meeting.

Section 8: Authorized salary, hourly and per diem rates

Included in the various Departments are the adopted 2024 amounts of the salary, hourly and per diem rates for the officials and employees of the Township as follows:

Township Trustees	Regular/Special Meeting	\$160.00/meeting
	Committee Meeting	\$135.00/meeting
	Committee Meetings over four (4) hours	\$275.00/meeting
Planning Commission	Chairperson	\$135.00/meeting
	Members	\$125.00/meeting
Zoning Board of Appeals	Chairperson	\$135.00/meeting
	Members	\$125.00/meeting
Gravel Inspection Fee	Members	\$265.00
	Over four (4) hours	\$300
Board of Review	Full day	\$250.00
	Less than or equal to a half day	\$150.00
Recording Secretary	Per Meeting	\$140.00/meeting

Rates based on the
2023 Adopted Performance-based
Pay System

Administrative Assistant to the Treasurer	Hourly, Non-Exempt	\$54,633.00/ \$59,003.00
Administrative Assistant - Building Dept	Hourly, Non-Exempt	\$52,000.00/ \$54,600.00
Administrative Assistant to the Clerk	Hourly, Non-Exempt	\$53,639.00/ \$56,857.00
Administrative & Executive Assistant (OCSO Sub-Station)	Hourly, Non-Exempt	\$56,255.00/ \$60,755.00
Executive Assistant to the Supervisor	Salary Exempt	\$57,116.00/ \$61,685.00
Planning & Zoning Executive Assistant	Salary Exempt	\$54,633.00/ \$61,685.00
Deputy Clerk	Salary Exempt	\$74,985.00/ \$80,983.00
Deputy Treasurer	Salary Exempt	\$72,449.00/ \$78,244.00
Communications & Grants Manager	Salary Exempt	\$74,985.00/ \$80,983.00
Building Official	Salary Exempt	\$93,430.00/ \$100,904.00
Supervisor	Salary	\$89,431.00/ \$93,902.00
Clerk	Salary	\$89,011.00/ \$93,461.00
Treasurer	Salary	\$86,799.00/ \$91,139.00
P/T Ordinance Enforcement Office	Maximum of (30) hours per week	\$27.50/hour/ \$29.00

Section 9: Estimated Revenues and Expenditures

Estimated total revenues and expenditures for the various funds of the Charter Township of Oxford are as follows:

<u>FUND</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>
General	\$4,801,627.77	\$4,801,627.77
Road	\$200,700.00	\$200,700.00
Fire Operations, EMS and ALS	\$7,858,499.52	\$7,858,499.52
Police Contracting	\$5,640,200.00	\$5,640,200.00
Park & Recreation	\$1,750,000.00	\$1,750,000.00
Cemetery Maintenance	\$400,000.00	\$400,000.00
Telecommunications	\$15,011.00	\$15,011.00
Building Permit	\$432,000.00	\$432,000.00
Safety Path	\$1,127,725.00	\$1,127,725.00
NOTA	\$6,599,854.00	\$6,599,854.00
Oxford Public Library	\$1,930,001.00	\$1,930,001.00
Cable TV	\$404,790.00	\$404,790.00

Section 10: Periodic Financial Reports

The Township Clerk shall provide the Township Board at the Board meeting immediately following the end of each fiscal quarter and at the final Board meeting of the fiscal year to date revenues and expenditures compared to the budgeted amounts in the various funds of the Township.

Section 11: Budget Monitoring

Whenever it appears to the Township Supervisor or the Township Board that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation, the Township Supervisor shall present to the Township Board recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both.

Section 12: Violation of this Act

Any obligation incurred or payment authorized in violation of this resolution shall be void and shall subject any responsible official(s) or employee(s) to disciplinary action as outlined in P.A. 621 (1978).

Section 13: Board Adoption

MOVED BY: _____ SECONDED BY: _____

AYES: Charles, Wright, Curtis, Ferrari, Nold, Payne, Colvin
NAYS: None
ABSENT: None

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on the 13th of December 2023.

Curtis Wright, CMC, Clerk
Township Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, Curtis Wright, duly elected Clerk of the Charter Township of Oxford, do hereby certify that the foregoing is a complete and true copy of a Resolution adopted by the Charter Township of Oxford at a meeting of the Board of Trustees held on the 13th day of December 2023.

Curtis Wright, CMC, Clerk
Township Clerk

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Supervisor Salary Resolution

Dear Board Members:

Attached is a Resolution to establish the Oxford Township Supervisor salary.

The following motion is offered:

I move to approve the Resolution to Establish Annual Salary for the Charter Township of Oxford Supervisor as presented.

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION # 2023 - _____

**RESOLUTION TO ESTABLISH ANNUAL SALARY FOR THE CHARTER TOWNSHIP
OF OXFORD SUPERVISOR**

At a meeting of the Township Board of Trustees (“Board”) of the Township of Oxford (“Township”), County of Oakland, Michigan (the “Township”) at a meeting held on December 13, 2023, at 300 Dunlap Rd., Oxford, Michigan 48371 at 6:30 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

PREAMBLE

WHEREAS, the salary for officers composing the township board shall be determined by the Township Board (MCL 42.95(3)); and

WHEREAS, the Township Board has considered the recommendation of the Compensation Advisory Committee and determined the salary of the Office of Supervisor.

NOW THEREFORE BE IT RESOLVED that the Oxford Township Supervisor shall receive an annual salary of \$93,902.00, effective January 1, 2024, which excludes compensation for the performance of assessor duties.

MOVED:

AYES:

NAYS:

ABSENT:

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on December 13, 2023.

Curtis Wright, Township Clerk

STATE OF MICHJGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oxford, County of Oakland, Michigan, at a regular meeting held on December 13, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Curtis Wright, Township Clerk

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Clerk Salary Resolution

Dear Board Members:

Attached is a Resolution to establish the Oxford Township Clerk salary.

The following motion is offered:

I move to approve the Resolution to Establish Annual Salary for the Charter Township of Oxford Clerk as presented.

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION # 2023 - _____

**RESOLUTION TO ESTABLISH ANNUAL SALARY FOR THE
CHARTER TOWNSHIP OF OXFORD CLERK**

At a meeting of the Township Board of Trustees (“Board”) of the Township of Oxford (“Township”), County of Oakland, Michigan (the “Township”) at a meeting held on December 13, 2023, at 300 Dunlap Rd., Oxford, Michigan 48371 at 6:30 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

PREAMBLE

WHEREAS, the salary for officers composing the township board shall be determined by the Township Board (MCL 42.95(3)); and

WHEREAS, the Township Board has considered the recommendation of the Compensation Advisory Committee and determined the salary of the Office of Township Clerk.

NOW THEREFORE BE IT RESOLVED that the Oxford Township Clerk shall receive an annual salary of \$93,461.00, effective January 1, 2024.

MOVED:

AYES:

NAYS:

ABSENT:

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on December 13, 2023.

Curtis Wright, Township Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oxford, County of Oakland, Michigan, at a regular meeting held on December 13, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Curtis Wright, Township Clerk

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Treasurer Salary Resolution

Dear Board Members:

Attached is a Resolution to establish the Oxford Township Treasurer salary.

The following motion is offered:

I move to approve the Resolution to Establish Annual Salary for the Charter Township of Oxford Treasurer as presented.

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION # 2023 - _____

**RESOLUTION TO ESTABLISH ANNUAL SALARY FOR THE
CHARTER TOWNSHIP OF OXFORD TREASURER**

At a meeting of the Township Board of Trustees (“Board”) of the Township of Oxford (“Township”), County of Oakland, Michigan (the “Township”) at a meeting held on December 13, 2023, at 300 Dunlap Rd., Oxford, Michigan 48371 at 6:30 p.m., there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____:

PREAMBLE

WHEREAS, the salary for officers composing the township board shall be determined by the Township Board (MCL 42.95(3)); and

WHEREAS, the Township Board has considered the recommendation of the Compensation Advisory Committee and determined the salary of the Office of Township Treasurer.

NOW THEREFORE BE IT RESOLVED that the Oxford Township Treasurer shall receive an annual salary of \$91,139.00, effective January 1, 2024.

MOVED:

AYES:

NAYS:

ABSENT:

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on December 13, 2023.

Curtis Wright, Township Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Oxford, County of Oakland, Michigan, at a regular meeting held on December 13, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Curtis Wright, Township Clerk

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re. Revised 2024 Cable T.V. Fund (296) Budget

Dear Board Members:

The Oxford Area Cable Communications Commission (OACCC) operates on a different budget calendar than the township. At its October meeting, the OACCC approved its Cable T.V. Fund budget for the 2024 fiscal year, which is different from the budget that the township board approved at its September 13 meeting. In turn, I am requesting that we also adopt the budget approved by the OACCC to replace the previously approved budget.

The following motion is offered for consideration:

I move to approve the revised 2024 Cable T.V. Fund Budget with Revenues and Expenditures balancing at \$404,790.00 and attach the spreadsheet as an appendix to the minutes. This revised budget will replace the previously approved budget that was adopted at the September 13, 2023 Board of Trustees meeting.

2024 Recommended Cable Budget

GL Number	Description	2022 Amended Budget	2023 Original Budget	YTD As Of 08/31/2023	2024 RECOMMENDED
--- Estimated Revenue ---					
296-000-400.000	OPENING FUND BALANCE	0.00	209,973.00	0.00	77,140.00
296-000-404.000	CAPITAL IMPROVEMENT FUND	0.00	0.00	0.00	0.00
296-000-405.000	CAPITAL EQUIPMENT FUND	0.00	0.00	0.00	0.00
296-000-477.000	FRANCHISE FEES	0.00	0.00	0.00	0.00
296-000-477.001	FRANCHISE FEES ADDISON TOWNSHIP	39,193.00	40,000.00	22,547.84	45,000.00
296-000-477.002	FRANCHISE FEES OXFORD TOWNSHIP	180,960.00	185,000.00	96,077.39	192,000.00
296-000-477.003	FRANCHISE FEES VILLAGE OF OXFORD	36,000.00	20,000.00	9,569.75	19,138.00
296-000-477.004	FRANCHISE FEES VILLAGE OF LEONARD	5,000.00	5,000.00	0.00	0.00
296-000-477.005	FRANCHISE FEES ADDISON TOWNSHIP - AT&T	11,069.00	7,000.00	5,898.00	11,700.00
296-000-477.006	FRANCHISE FEES OXFORD TOWNSHIP - AT&T	42,500.00	33,000.00	13,946.40	27,892.00
296-000-477.007	FRANCHISE FEES VILLAGE OF OXFORD - AT&T	3,293.00	4,000.00	1,885.63	3,770.00
296-000-477.008	FRANCHISE FEES VILLAGE OF LEONARD - AT&T	0.00	600.00	0.00	0.00
296-000-477.009	IN KIND/PEG FEES ADDISON TWP	0.00	3,000.00	2,159.40	4,300.00
296-000-477.010	IN KIND/PEG FEES - OXFORD TWP	17,000.00	12,000.00	5,578.56	11,000.00
296-000-477.011	IN KIND/PEG FEES - VLG OF OXFORD	5,240.00	4,000.00	1,754.85	3,500.00
296-000-477.012	IN KIND PEG FEES - LEONARD VLG	584.00	0.00	0.00	0.00
296-000-477.013	FRANCHISE FEES OXFORD TWP - COMCAST	1,717.00	200.00	1,640.31	3,200.00
296-000-477.014	FRANCHISE FEES - ADDISON TWP - COMCAST	89.00	130.00	213.38	400.00
296-000-477.015	PEG FEES OXFORD TOWNSHIP - COMCAST	200.00	0.00	0.00	0.00
296-000-477.016	PEG FEES ADDISON TOWNSHIP - COMCAST	100.00	0.00	0.00	0.00
296-000-477.017	FRANCHISE FEES-VILL OF OXFORD-COMCAST	200.00	650.00	307.89	600.00
296-000-665.200	INTEREST SAVINGS ACCOUNT	0.00	0.00	4,987.43	5,000.00
296-000-665.300	INTEREST CD/POOL FUND	0.00	0.00	0.00	0.00
296-000-667.000	RENT	0.00	0.00	0.00	0.00
296-000-675.000	DONATIONS	0.00	100.00	0.00	0.00
296-000-675.007	UNDERWRITING	1,000.00	500.00	0.00	0.00
296-000-678.000	GRANT REVENUE	0.00	0.00	0.00	0.00
296-000-680.000	MISCELLANEOUS INCOME	1,000.00	0.00	151.17	50.00
296-000-680.001	MISCELLANEOUS DVD DONATIONS	1,000.00	200.00	110.00	100.00
296-000-699.101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00
296-000-699.999	REVENUE APPROPRIATION FROM FUND BALANCE	27,900.00	0.00	16,927.84	0.00
Total Estimated Revenue:		374,045.00	525,353.00	183,755.84	404,790.00
--- Appropriations ---					
296-296-703.002	WAGES ADMINISTRATORS	57,459.00	62,459.00	34,747.63	66,800.00
296-296-703.004	WAGES STUDENTS	0.00	0.00	0.00	0.00
296-296-703.006	WAGES SALARIES - CABLE	0.00	0.00	0.00	0.00
296-296-703.007	WAGES HOURLY EMPLOYEES	160,000.00	175,000.00	85,359.99	195,000.00
296-296-715.000	S.S.EMPLOYER SHARE	20,000.00	25,000.00	9,188.12	17,175.00
296-296-716.000	INSURANCE MEDICAL	0.00	0.00	0.00	0.00
296-296-717.000	LIFE INSURANCE	0.00	0.00	0.00	0.00
296-296-718.000	BENEFITS PENSION PLAN EMPLOYER SHARE	0.00	0.00	0.00	0.00

2024 Recommended Cable Budget

296-296-720.000	MICH EMPLOY SECURITY COMM	3,200.00	3,400.00	1,786.32	3,715.00
296-296-727.000	FEES ADMINISTRATIVE	4,200.00	4,200.00	4,100.05	4,200.00
296-296-728.000	OFFICE SUPPLIES	3,200.00	3,300.00	1,747.08	3,300.00
296-296-728.001	SUPPLIES PRODUCTION	1,000.00	980.00	0.00	500.00
296-296-730.000	POSTAGE	120.00	140.00	12.00	130.00
296-296-740.000	OPER. SUPPLIES BUILDING	0.00	0.00	0.00	0.00
296-296-800.000	FEES VLG OF OXFORD FRANCHISE FEES	19,766.00	18,500.00	0.00	0.00
296-296-800.001	FEES ADDISON TWP. FRANCHISE FEES	23,000.00	19,000.00	11,273.92	22,000.00
296-296-800.005	FEES VLG OF LEONARD FRANCHISE FEES	2,500.00	3,100.00	0.00	0.00
296-296-800.006	FEES OXFORD TWP. FRANCHISE FEES	0.00	0.00	0.00	0.00
296-296-800.009	FEES IN KIND/PEG FEES - OXFORD TWP	0.00	0.00	0.00	0.00
296-296-800.010	FEES IN KIND PEG FEES - ADDISON TWP	0.00	0.00	0.00	0.00
296-296-800.011	FEES IN KIND/PEG FEES - LEONARD	0.00	0.00	0.00	0.00
296-296-800.012	FEES IN KIND PEG FEES - OXFORD VLG	0.00	0.00	0.00	0.00
296-296-807.000	AUDIT FEES	500.00	500.00	500.00	500.00
296-296-808.005	GRANT MATCHING FUNDS MATCHING FUNDS	0.00	0.00	0.00	0.00
296-296-815.000	CONTRACTED PAYROLL	2,900.00	2,500.00	1,985.86	4,000.00
296-296-819.001	SERVICES PROFESSIONAL	5,000.00	3,000.00	4,318.15	10,000.00
296-296-819.002	SERVICES I.T.	0.00	0.00	0.00	0.00
296-296-819.003	SERVICES SECURITY	0.00	0.00	0.00	0.00
296-296-819.004	SERVICES TALENT	0.00	0.00	0.00	0.00
296-296-821.002	SERVICES OTHER PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
296-296-821.003	EVIP EXPENDITURES	0.00	0.00	0.00	0.00
296-296-826.000	LEGAL FEES	0.00	0.00	0.00	0.00
296-296-827.000	RECORDING SECRETARY	0.00	0.00	0.00	0.00
296-296-853.000	TELVUE INTERNET	0.00	0.00	31.97	4,800.00
296-296-853.001	TELEPHONE WEB/ATT	13,000.00	14,000.00	11,173.76	16,000.00
296-296-860.000	MILEAGE EXPENSE	3,000.00	3,000.00	1,932.07	4,500.00
296-296-860.001	MEALS/LODGING EXPENSE	0.00	0.00	0.00	0.00
296-296-880.000	PUBLIC RELATIONS RELATIONS	1,000.00	1,000.00	370.67	1,500.00
296-296-890.000	CONTINGENCY	300.00	134,474.00	0.00	0.00
296-296-903.000	LEGAL NOTICES	0.00	0.00	0.00	0.00
296-296-921.000	UTILITIES - ELECTRIC BLDG	6,500.00	6,500.00	3,215.47	5,600.00
296-296-923.000	UTILITIES - HEAT	2,500.00	2,700.00	626.99	2,000.00
296-296-929.000	TRASH DISPOSAL	1,600.00	1,600.00	878.62	1,500.00
296-296-933.000	MAINTENANCE EQUIPMENT	0.00	0.00	0.00	0.00
296-296-934.000	MAINTENANCE/GAS VEHICLE	1,000.00	1,200.00	338.11	1,070.00
296-296-940.000	RENT EXPENSE	0.00	0.00	0.00	0.00
296-296-955.000	INSURANCE LIABILITY	9,300.00	9,500.00	936.00	10,000.00
296-296-957.000	EDUCATION WORKSHOPS AND CONFERENCES	500.00	1,000.00	45.00	1,500.00
296-296-962.000	MISCELLANEOUS	0.00	0.00	0.00	0.00
296-296-962.005	MISCELLANEOUS DVD	0.00	0.00	0.00	0.00
296-296-962.006	MISCELLANEOUS STUDIO EQUIPMENT	0.00	0.00	0.00	0.00
296-296-962.007	MISCELLANEOUS CONTRACT SERVICES	0.00	0.00	0.00	0.00
296-296-962.008	MISCELLANEOUS CAMERA EQUIPMENT	0.00	0.00	0.00	0.00
296-296-970.000	VEHICLE PURCHASE	0.00	0.00	0.00	0.00

2024 Recommended Cable Budget

296-296-970.002	BUILDING & SITE PROJECT	0.00	0.00	0.00	0.00
296-296-970.003	COMPUTER PROGRAMMING	0.00	0.00	0.00	0.00
296-296-970.005	CAPITAL IMPROVEMENT-BUILDING	0.00	0.00	0.00	200.00
296-296-970.006	CAPITAL IMPROVEMENT-EQUIPMENT	18,000.00	23,000.00	7,391.51	5,000.00
296-296-976.000	ADDITIONS & IMPROVEMENTS	0.00	0.00	0.00	0.00
296-296-977.000	EQUIPMENT ACQUISITION	0.00	0.00	0.00	0.00
296-296-977.002	CAMERA/CAMERA ACCESSORIES	3,000.00	2,500.00	1,152.06	8,000.00
296-296-977.004	COMPUTER & ACCESSORIES	5,000.00	3,000.00	614.01	15,000.00
296-296-977.005	PRODUCTION EQUIPMENT STUDIO	6,500.00	800.00	30.48	800.00
296-296-977.006	PRODUCTION EQUIPMENT	0.00	0.00	0.00	0.00
Total Appropriations:		374,045.00	525,353.00	183,755.84	404,790.00
Net of Revenues & Appropriations: Net of Revenues & Appropriations:		0.00	0.00	0.00	0.00

Date: December 13, 2023

To: Board of Trustees

From: Curtis W. Wright, Clerk

Re: **Polly Ann Trailway Management Council Fund (298) 2024 Amended Budget**

Dear Board Members:

The Township Board approved the 2024 Polly Ann Trailway Management Council Fund Budget at the September 13, 2023 Meeting with Revenues and expenditures balancing at \$80,000. *(The Meeting Minutes and Budget are attached.)*

Since this \$80,000 Budget was approved, the Polly Ann Trailway Management Council has approved an amended 2024 Budget with Revenues and expenditures balancing at \$100,000.

The amended 2024 Budget is attached.

The following motion is offered for consideration:

I move to approve the amended 2024 Polly Ann Trailway Management Council Fund Budget with Revenues and Expenditures balancing at \$100,000.00 and attach the spreadsheet as an appendix to the minutes.

POLLY ANN TRAILWAY MANAGEMENT COUNCIL BUDGET

Fund 298		
		2024
<u>General Ledger Number</u>	<u>REVENUE Description</u>	<u>Contribution</u>
298-000-400.000	Opening Fund Balance	\$0.00
298-000-538.000	Polly Ann Trail Grant	\$0.00
298-000-665.200	Interest - Savings Account	\$0.00
298-000-675.005	Donations, Sales and Reimbursements	\$0.00
298-000-675.006	Performance Bond / In Kind Services	\$0.00
298-000-590.001	Contributions - Orion Township	\$44,460.00
298-000-590.002	Contributions - Oxford Township	\$26,620.00
298-000-590.003	Contributions - Village of Oxford	\$5,390.00
298-000-590.004	Contributions - Addison Township	\$19,390.00
298-000-590.005	Contributions - Village of Leonard	\$4,140.00
AMENDMENT ADJUSTMENT		
TOTAL Net of REVENUES / Appropriations		<u>\$100,000.00</u>
		2024
<u>General Ledger Number</u>	<u>EXPENDITURE Description</u>	<u>BUDGET</u>
298-853-727.000	Fees - Administrative	\$1,240.00
298-853-728.000	Office Supplies	\$200.00
298-853-730.000	Postage	\$150.00
298-853-819.000	Services - Professional	\$6,000.00
298-853-824.000	Contracted Services - PATMC	\$32,400.00
298-853-829.000	Membership Dues	\$255.00
298-853-853.000	Telephone	\$350.00
298-853-880.007	Use of Facilities - Leonard	\$3,105.00
298-853-921.664	Utilities - Electric PATMC	\$300.00
298-853-927.001	Utilities - Water	\$900.00
298-853-932.000	Maintenance of Grounds	\$15,000.00
298-853-933.664	Equipment and Hardware	\$6,500.00
298-853-934.000	Fuel and Oil	\$1,000.00
298-853-955.000	Insurance - PATMC	\$3,000.00
298-853-962.000	Miscellaneous	\$1,000.00
298-853-962.011	Misc. - Advertising and Web	\$1,500.00
298-853-962.012	Misc. - Licenses and Fees	\$100.00
298-853-962.014	PATMC Sponsored Events	\$1,000.00
298-853-962.016	Grant Expenses	\$5,000.00
298-853-970.007	Future Capital Improvements	\$21,000.00
AMENDMENT ADJUSTMENT		
TOTAL EXPENDITURES		<u>\$100,000.00</u>

POLLY ANN TRAILWAY MANAGEMENT COUNCIL BUDGET

Fund 298		
		2024
		Proposed
<u>General Ledger Number</u>	<u>REVENUE Description</u>	<u>BUDGET</u>
298-000-400.000	Opening Fund Balance	\$4,700.00
298-000-538.000	Polly Ann Trail Grant	\$0.00
298-000-665.200	Interest - Savings Account	\$300.00
298-000-675.005	Donations, Sales and Reimbursements	\$0.00
298-000-675.006	Performance Bond / In Kind Services	\$0.00
298-000-590.001	Contributions - Orion Township	\$33,338.00
298-000-590.002	Contributions - Oxford Township	\$19,965.00
298-000-590.003	Contributions - Village of Oxford	\$4,046.00
298-000-590.004	Contributions - Addison Township	\$14,546.00
298-000-590.005	Contributions - Village of Leonard	\$3,105.00
AMENDMENT ADJUSTMENT		
TOTAL Net of REVENUES / Appropriations		<u>\$80,000.00</u>
<u>General Ledger Number</u>	<u>EXPENDITURE Description</u>	
298-853-727.000	Fees - Administrative	\$1,240.00
298-853-728.000	Office Supplies	\$200.00
298-853-730.000	Postage	\$150.00
298-853-819.000	Services - Professional	\$6,000.00
298-853-824.000	Contracted Services - PATMC	\$32,400.00
298-853-829.000	Membership Dues	\$255.00
298-853-853.000	Telephone	\$350.00
298-853-880.007	Use of Facilities - Leonard	\$3,105.00
298-853-921.664	Utilities - Electric PATMC	\$300.00
298-853-927.001	Utilities - Water	\$900.00
298-853-932.000	Maintenance of Grounds	\$15,000.00
298-853-933.664	Equipment and Hardware	\$6,500.00
298-853-934.000	Fuel and Oil	\$1,000.00
298-853-955.000	Insurance - PATMC	\$3,000.00
298-853-962.000	Miscellaneous	\$1,000.00
298-853-962.011	Misc. - Advertising and Web	\$1,500.00
298-853-962.012	Misc. - Licenses and Fees	\$100.00
298-853-962.014	PATMC Sponsored Events	\$1,000.00
298-853-962.016	Grant Expenses	\$5,000.00
298-853-970.007	Future Capital Improvements	\$1,000.00
AMENDMENT ADJUSTMENT		
TOTAL EXPENDITURES		<u>\$80,000.00</u>

CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES REGULAR MEETING,
WEDNESDAY, SEPTEMBER 13, 2023

2024 Safety Path Fund (297) Budget

Treasurer Ferrari moved, Trustee Nold seconded, to approve the recommended 2024 Safety Path Fund Budget with revenues and expenditures balancing at \$1,127,725.00 and attach the spreadsheet as an appendix to the minutes.

Roll call:

Ayes: Nold, Ferrari, Wright, Charles, Colvin, Payne, Curtis

Nays: None

Absent: None

Motion Carried.

2024 Polly Ann Trail Management Council Fund (298) Budget

Treasurer Ferrari moved, Trustee Nold seconded, to approve the recommended 2024 Polly Ann Trailway Management Council Fund Budget with revenues and expenditures balancing at \$80,000.00 and attach the spreadsheet as an appendix to the minutes.

Roll call:

Ayes: Ferrari, Wright, Charles, Colvin, Payne, Nold, Curtis

Nays: None

Absent: None

Motion Carried.

2024 North Oakland Transportation Authority Budget

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the recommended 2024 North Oakland Transportation Authority Budget with revenues and expenditures balancing at \$6,599,854.00 and to spread the property tax millage rate to be levied at 0.0000 mills and attach the spreadsheet as an appendix to the minutes.

Roll call:

Ayes: Wright, Charles, Colvin, Payne, Nold, Ferrari, Curtis

Nays: None

Absent: None

Motion Carried.

2024 Oxford Public Library Budget

Treasurer Ferrari moved, Trustee Nold seconded, to approve the recommended 2024 Oxford Public Library Budget with revenues and expenditures balancing at \$1,930,001.00 based on the property tax millage rate to be levied at 0.6271 mills and 0.6691 mills equal to 1.2962 mills and attach the spreadsheet as an appendix to the minutes.

Roll call:

Ayes: Charles, Colvin, Payne, Nold, Ferrari, Wright, Curtis

Nays: None

Absent: None

Motion Carried.

Annual MERS Extra Compensation Contribution from General Fund

Treasurer Ferrari moved, Trustee Nold seconded, that the Oxford Township Board of Trustees negates its January 13, 2016 MERS Pension Funding motion of contributing \$12,100.00 from the General Fund to the Oxford Fire Department as we will be funded in the

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Planning Commission Appointment

Dear Board Members:

I am recommending the following member for reappointment to the Planning Commission:

- Korey Bailey

The following motion is offered for consideration:

I move to re-appoint Korey Bailey to the Charter Township of Oxford Planning Commission for a three (3) year term commencing January 1, 2024 and expiring December 31, 2026.

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Planned Unit Development Committee Appointments

Dear Board Members:

I am recommending the following member for reappointment to the Planned Unit Development Committee:

- Tom Berger

I am recommending the following individual be appointed to the Planned Unit Development Committee:

- Justin Ballard

The following motion is offered for consideration:

I move to re-appoint Tom Berger to the Charter Township of Oxford Planned Unit Development Committee and appoint Justin Ballard to serve on the Charter Township of Oxford Planned Unit Development Committee for a one (1) year term commencing January 1, 2024 and expiring December 31, 2024.

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Single Waste Hauler Committee Appointments

Dear Board Members:

I am recommending the following members for reappointment to the Single Waste Hauler Committee:

- Curtis Wright
- Jon Nold
- Margie Payne

The following motion is offered for consideration:

I move to re-appoint Curtis Wright, Jon Nold and Margie Payne to the Charter Township of Oxford Single Waste Hauler Committee for a term commencing January 1, 2024 and expiring November 20, 2024.

Date: December 13, 2023

To: Board of Trustees

From: Cemetery Committee ("*Committee*")
(*Jack Curtis, Curtis Wright*)

Re: Cemetery Maintenance Contract

Dear Board Members:

The Cemetery Maintenance Contract with Aaron's Lawn in Order is expiring December 31, 2023.

The Committee contacted Sean Vidican inquiring if Aaron's Lawn in Order is still interested to continue maintaining the Oxford Township Cemeteries.

Sean Vidican indicated through the attached email he would like to continue to provide these services.

Also, attached is the proposed Contract and Exhibits, and the expiring Contract for comparison.

If the Township Board is in favor the following motion is offered:

I move to waive the Procurement Policy and to approve a Cemetery Contract between Aaron's Lawn in Order and the Charter Township of Oxford for the period of January 1, 2024 through December 31, 2026 in the annual amount of \$80,000.00 payable in equal monthly payments. Aaron's Lawn in Order shall be responsible for the cemetery maintenance as identified in Exhibit 1 and Exhibit 2 of the Cemetery Maintenance Contract, and provide all necessary insurance policies naming the Charter Township of Oxford as an additional insured. Further, Supervisor Jack Curtis is authorized to sign the Cemetery Maintenance Contract on behalf of the Charter Township of Oxford.

Curtis Wright

From: Sean Vidican <alawninorder@gmail.com>
Sent: Tuesday, November 21, 2023 6:05 PM
To: Curtis Wright
Subject: Renewal of contract.

Hello this is Sean Vidican from Aaron's Lawn in Order. I am letting you know my renewal bid of the cemetery contract of \$80,000.00 a year. For the entirety of the contract that is \$240,000.00 for the three year contract.

Have a Happy Thanksgiving! Look forward to hearing from you and the township soon.

Sean Vidican.

CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN

CEMETERY MAINTENANCE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 by and between Sean Vidican, an owner doing business under the name of Aaron's Lawn in Order, (hereinafter referred to as "Contractor"), and the CHARTER TOWNSHIP OF OXFORD, OAKLAND COUNTY, MICHIGAN, (hereinafter referred to as "Township").

WITNESSETH:

WHEREAS, the Township requested a bid from Contractor for the care, maintenance, operation, and mowing of all cemeteries owned by the Charter Township of Oxford; and

WHEREAS, Contractor's bid was approved by the Township Board of Trustees; and
it is the desire of the parties to enter into a contract to spell out the terms and provisions under which the Contractor will be providing services to the Township.

THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Contractor agrees to provide the Township with all necessary maintenance, care and mowing at all owned cemeteries, which are more particularly listed in the attached Exhibit 1, which is incorporated herein by reference.
2. The period of services to be performed hereunder shall commence as of 1/1/2024 and shall terminate at midnight of 12/31/2026.
3. Township agrees to pay for the services to be performed hereunder to Contractor \$80,000.00 the first year, \$80,000.00 the second year, and \$80,000.00 the third year in equal monthly installments of \$6,666.67 (*rounded*) for 2024, \$6,666.67 (*rounded*) for 2025, and \$6,666.67 (*rounded*) for 2026.
4. Contractor shall procure and shall maintain during the life of the Contract, Contractor's Liability Insurance in an amount of not less than \$500,000.00 for injury, including accidental death, to each person; and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of each accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 for each accident and the Township shall be listed as a named insured on such policies.
5. Contractor hereunder is required to have all necessary equipment for the performance of the work contemplated hereunder.
6. Contractor shall not sub-contract or assign any portion of the services without prior written consent to such action by the Township.

7. Contractor shall indemnify and hold harmless the Township for and from all claims, demands, suits, actions, recoveries and judgments, of every nature and description, brought or recovered against said Township on account of any injuries or damages to property received or sustained by any person or persons whatsoever by reason of any act or omission of said Contractor, its agents, servants or employees in the performance of this Contract, by or in consequence of any negligence or carelessness in connection with the same, or on account of injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the Township by reasons of any law of the State of Michigan, now existing or which shall hereinafter be enacted, imposing any liability or obligation, or providing for obligation to any person or persons on account of or arising from the death of or injury to employees. Said Contractor shall pay, settle, compromise, or procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own costs and expenses any and all such claims, demands, suits and actions made or brought against the Township for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this Paragraph, the Township may, in order to protect itself from liability, defend any such claim, demands, suits, or actions, and pay, settle, compromise, procure the discharge thereof, in which case said Contractor shall repay the Township any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the Township in so doing. So much of the monies due to said Contractor under this Agreement as shall be deemed necessary by the Township, shall or may be retained by the Township until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities, and obligations have been settled and discharged, and evidence to that effect furnished to the Township, or the Township may collect the same in whole or in part in any lawful manner from the Contractor.
8. The Contractor shall provide adequate insurance as required by paragraph 4, above with an insurance company that meets with the approval of the Township. The Contractor shall provide, at the time the contracts are executed, certificates and policies of insurance as required above. The Contractor shall provide a guarantee that ten (10) days notice to the Township prior to cancellation of, or change in; any such insurance shall be endorsed on each policy or certificate of insurance.

9. It is expressly understood that the relationship between the Township and the Contractor is that of an independent Contractor and the Contractor is not an agent, employee or servant of the Township.
10. The Township may withhold or nullify the whole or part of this Contract and refuse to pay any unpaid payments due hereunder to protect itself from loss on account of defective workmanship not remedied or finished on the part of the Contractor to perform the services required hereunder.
11. In the event either the Contractor or Township deems necessary to terminate this contract, a notice of fourteen (14) days must be given, by registered letter, by either said party, and the Township will not be liable to make any additional monthly installments after termination.
12. Exhibit 1, attached, is a list of duties and services to be performed by Contractor to maintain the Township cemeteries, which is incorporated herein by reference.
13. If for any reason the Township ceases to own or to be responsible for the maintenance or operation of any of the cemeteries, which are the subject matter of this Contract, including Oxford Cemetery, then upon such any event or occurrence, this Contract shall become null and void.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and date first written above.

WITNESS:

BY: _____
 Sean Vidican
 d/b/a: Aaron's Lawn in Order, LLC
 Its: Owner

Date: _____

CHARTER TOWNSHIP OF OXFORD

BY: _____
 Jack Curtis
 Its: Supervisor

Date: _____

EXHIBIT "1"

**OXFORD TOWNSHIP CEMETERY
NORTH OXFORD CEMETERY
MT. PLEASANT CEMETERY**

AREAS TO BE MAINTAINED WITHIN THE CONTRACT

DEFINITION OF MAINTENANCE AREAS:

Oxford Township Cemetery 9.94 Acres (North Side of Burdick Street)

All areas inside the north, east, and west property lines and the edge of curb on Burdick Street except certain areas currently overgrown with brush, in particular, along the north property line and the west property line.

Oxford Township Cemetery 5.94 Acres (South Side of Burdick Street)

All areas inside the south, east, and west property lines and the edge of curb on Burdick Street except certain areas currently overgrown with brush, in particular, along the east property line.

North Oxford Cemetery 3.74 Acres (on Oxford Road)

All areas inside the south, east, and west property lines and the east edge of Oxford Road except certain areas currently overgrown with brush, in particular, along the north property line.

Mt. Pleasant Cemetery 6.45 Acres (on Baldwin Road)

All areas inside the south, east, and north property lines and the east edge of Baldwin Road except certain areas currently overgrown with brush, in particular, along the north property line.

CONTRACTOR SHALL PERFORM THE FOLLOWING MAINTENANCE:

1. **Grass Mowing** – Maintain all grass at a height of no more than three and one-half inches (3 ½ inches) unless otherwise instructed by Oxford Township.
2. **Trimming** – Trim around all headstones, monuments, mausoleums, urns, flower pots, flags and flag poles, other grave decorations, water spigots, well houses, trees, flower beds, shrubs, walks, retaining walls, stairs, edge of asphalt drives, fencing along Burdick Street and Oxford Road, and all other areas as determined by Oxford Township at a maximum height of no more than three and one-half inches (3 ½ inches) unless otherwise instructed by Oxford Township.
3. **Seeding of Graves** – Prepare, place top soil, seed, and water new burials as practicable. Other cemetery areas to be seeded as directed by Oxford Township. The Contractor shall provide the top soil for all new burials, and the Contractor shall provide additional top soil in the event of ground settling on a grave site.
4. **Leaf Removal** – Remove and haul away all leaves by raking, vacuuming, and any other means in the spring and again in the fall. Leaves shall be removed from all areas that are mowed. Burning of leaves is prohibited. The contractor shall dispose of leaves in a manner acceptable to Oxford Township. The Contractor shall not drive in the burial areas of the cemeteries to load leaves to be removed from the cemeteries. The Contractor shall also remove the leaves along the East property fence line of the Oxford Cemetery (North Side of Burdick Street) that borders Ridgelawn Cemetery.
5. **Trash** – Cemeteries shall be free from all trash and litter. Trash containers shall be emptied by the contractor on a regular basis and at least once per month. The dumpster located at the Oxford Township Office may be used to dispose of litter and trash with prior approval from Oxford Township.
6. **Flowers** – Artificial flowers and live flowers are only to be removed with permission from Oxford Township.
7. **Trees** – Remove and dispose of trees that have fallen resulting from storms, old age, etc. Any trees that need to be removed shall require prior approval from Oxford Township. Trees that are cut shall be less than three and one-half inches (3 ½ inches) above ground elevation so the tree stump shall not interfere with the grass mowing. Tree cutting and/or stump removal is NOT a part of the cemetery maintenance contract.
8. **Branches** – Remove and dispose of downed branches and limbs, including those hanging from trees that have not fallen within contracted areas that could pose a safety hazard.

9. **Grass Clippings** – Clean off all sidewalks, curbs, drives, and parking areas of grass clippings.
10. **Trimming of Shrubs and Bushes** – Trim all shrubs and bushes to a neat and orderly appearance at least once annually.
11. **Edging** – Contractor shall edge all concrete walks, stairs, and bituminous areas, etc. to remove overgrown vegetation as necessary at least once annually.
12. **Flower Bed** – Contractor shall remove all weeds from the flower bed at the Oxford Township Cemetery on the North Side of Burdick Street on an annual basis.
13. **Dirt, Mud, and Debris** – All mud, dirt, and debris shall be removed from the sidewalk at the Oxford Township Cemetery on the North Side of Burdick Street when there is a buildup causing a potential safety hazard and at least on an annual basis.
14. **Water System** -The Contractor shall immediately notify Oxford Township in the event of a water main leak, broken water line, faulty spigot, or any other water system issue.
15. **Fencing** – The Contractor shall notify Oxford Township of necessary fence repairs. Fence repairs are NOT a part of the cemetery maintenance contract.
16. **Road Repairs** – The Contractor shall contact Oxford Township to report any needed road repairs.
17. **Disposal of leaves, trash, and debris** – The Contractor shall be responsible to dispose of all leaves, trash, and debris in a manner acceptable to Oxford Township.
18. **Wreaths, Grave Blankets, Etc. Removal** – The Contractor shall remove all wreaths, grave blankets, etc. by April 1st that have been placed during the winter months. Oxford Township will provide a dumpster for collecting wreaths, grave blankets, etc. to be disposed.
19. **Gravel: Removal from lawn areas** – Any gravel that has accumulated on the cemetery lawn areas from snow plowing of the drives shall be raked back into the gravel drives, or cleared from the paved drives.

20. **Holiday Clean Up Requirements**

All cemeteries shall be maintained in A-1 condition at least one (1) week prior to the following Holidays that include, but are not limited to, the above listed required items 1 – 19 and any other cemetery maintenance requests by Oxford Township:

- Memorial Day
- Independence Day
- Labor Day

21. **Flags and Flag Poles** – The Contractor shall promptly report to Oxford Township any issues in regard to the flag poles and the condition of the flags on the flag poles.

22. **Mausoleums** – The Contractor shall not be responsible for the maintenance of the Mausoleums. The Contractor shall promptly report to Oxford Township any issues in regard to the Mausoleums.

23. **Snow Plowing** – The Contractor shall snow plow all drive areas in the Oxford Township Cemetery (*North side of Burdick Street and South side of Burdick Street*), Mount Pleasant Cemetery, and North Oxford Cemetery within 24 hours after a minimum two (2") inch snow fall. The Contractor shall also, at the request of Oxford Township, snow plow the necessary drive areas for the purpose of a funeral burial.

24. **Lenhoff and Houck Grave Sites** – The Contractor shall maintain the Lenhoff and Houck grave sites as stated in sub-paragraph III Section (3)(a) and Section (3)(b) of the Codicil to Last Will and Testament of Hattie Lenhoff, and attached as Exhibit 2. The Contractor shall be reimbursed for any costs to maintain the Lenhoff and Houck grave sites as stated in sub-paragraph III Section (3)(a) and Section (3)(b) of the Codicil to Last Will and Testament of Hattie Lenhoff.

CONTRACTOR REIMBURSEMENTS

The Contractor shall be reimbursed for the following materials with prior approval from Oxford Township:

1. Top Soil and black dirt delivered to the cemeteries.
2. Road gravel delivered to the cemeteries.
3. Grass Seed.
4. Fertilizer.
5. Straw.
6. Fence repair supplies.
7. Water system repair items (Spigots, clamps, back flow preventers, etc.).
8. Trash containers.
9. Roll off dumpster(s) for winter clean up (of grave blankets, wreaths, etc.).
10. Materials (fertilizer, grass seed, flowers, etc.) purchased for the maintenance of the Lenhoff and Houck grave sites.

CONTRACT EXCLUSIONS

Unless specifically identified in this Cemetery Maintenance Contract, the following items are excluded from the Contract:

1. Weeding of urns, and flower beds.
2. Repairs of headstones.
3. Repairs of monuments.
4. Repairs of urns, and containers.
5. Repairs of retaining walls.
6. Repairs of fencing.
7. Repairs and maintenance of the mausoleums.
8. Repairs and maintenance to the well houses.
9. Painting of fencing, and mausoleums.
10. Watering of flowers, trees, shrubs, and plants.
11. Planting of flowers, trees, shrubs, and plants.
12. Snow Plowing.
13. Installation of new fencing.
14. Tree cutting and removal of trees.
15. Stump removal.

EXHIBIT "2"

CODICIL TO LAST WILL AND TESTAMENT

I, HATTIE LENHOFF, of the Village of Lake Orion,
County of Oakland, State of Michigan, being of sound mind and disposing
memory, and heretofore having made my Will on the 23rd day of November,
A.D., 1964, and desiring to make certain changes in said Last Will and
Testament, do hereby make, ordain, publish and declare this Codicil to
my Last Will and Testament, that is to say:

I, HATTIE LENHOFF, of the Village of Lake Orion,
County of Oakland, State of Michigan, being of sound mind and disposing
memory, and heretofore having made my Will on the 23rd day of November,
A.D., 1964, and desiring to make certain changes in said Last Will and
Testament, do hereby make, ordain, publish and declare this Codicil to
my Last Will and Testament, that is to say:

It is my Will that Sub-paragraphs (a) and (b) of
sub-paragraph (3) of paragraph III, as appearing in said Last Will and
Testament, be amended and deleted and in lieu thereof the following sub-
paragraphs inserted, to-wit:

III.

(3) The interest only from said trust fund shall be

used as follows:

(a) First the Interest income shall be used for
particular and special attention in the
maintenance, upkeep, and appearance of the 8
grave Lenhoff family plot located in "Oxford
Cemetery" being Lot numbered 72 East Division
wherein my deceased husband, Lou Lenhoff is
buried, and where it is my wish to be buried,
and where others have been buried with consent
of the Lenhoff family. It is my wish that the
plot be fertilized and seeded once a year, that
it be kept adequately trimmed, that the stone
work be inspected and cleaned every five years,
that new sodding be placed if needed, and
that flowers be placed thereon at memorial day.
It is my further wish that I be buried in a
Wilbert vault, No. K122849, or its equivalent.

(b) Interest income remaining after the proper
and suitable maintenance of the Lenhoff family
plot as aforesaid, shall be used by the said
Board of Health for the maintenance, upkeep,
and appearance of Lot number 21, New Addition,

of the "Oxford Cemetery," wherein my father Henry H. Houck is buried. It is my wish that said plot be fertilized and seeded once a year, that it be kept adequately trimmed, and that flowers be placed thereon at memorial day.

II.

It is also my will that paragraph VI of said Last Will and Testament be amended so as to nominate as the alternate Executor, LEE VAN WAGONER, in the place and stead of ARTHUR WEITSCHAT.

III.

In all other respects I hereby ratify and confirm the foregoing Will attached to this Codicil in every particular except as the same is modified herein.

IN WITNESS WHEREOF, I have set my hand and seal

to this Codicil, this 19th day of April, A.D., 1965.

HATTIE LENHOFF

The foregoing instrument was on the 19th day of April, A.D., 1965, signed, sealed, published and declared by the said Testatrix, Hattie Lenhoff, as and for her first Codicil to her Last Will and Testament, dated November 23, 1964, in the presence of us, the undersigned, who at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto;

_____ residing at _____

_____ residing at _____

CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN

CEMETERY MAINTENANCE CONTRACT

THIS AGREEMENT, made and entered into this 10th day of February, 2021, by and between Sean Vidican, an owner doing business under the name of Aaron's Lawn in Order, (hereinafter referred to as "Contractor"), and the CHARTER TOWNSHIP OF OXFORD, OAKLAND COUNTY, MICHIGAN, (hereinafter referred to as "Township").

WITNESSETH:

WHEREAS, the Township requested a bid from Contractor for the care, maintenance, operation, and mowing of all cemeteries owned by the Charter Township of Oxford; and

WHEREAS, Contractor's bid was approved by the Township Board of Trustees; and it is the desire of the parties to enter into a contract to spell out the terms and provisions under which the Contractor will be providing services to the Township.

THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Contractor agrees to provide the Township with all necessary maintenance, care and mowing at all owned cemeteries, which are more particularly listed in the attached Exhibit 1, which is incorporated herein by reference.
2. The period of services to be performed hereunder shall commence as of 2/10/2021 and shall terminate at midnight of 12/31/2023.
3. Township agrees to pay for the services to be performed hereunder to Contractor \$68,400.00 the first year, \$68,400.00 the second year, and \$68,400.00 the third year in equal monthly installments of \$6,840.00 for 2021, \$5,700.00 for 2022, and \$5,700.00 for 2023.
4. Contractor shall procure and shall maintain during the life of the Contract, Contractor's Liability Insurance in an amount of not less than \$500,000.00 for injury, including accidental death, to each person; and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of each accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 for each accident and the Township shall be listed as a named insured on such policies.
5. Contractor hereunder is required to have all necessary equipment for the performance of the work contemplated hereunder.
6. Contractor shall not sub-contract or assign any portion of the services without prior written consent to such action by the Township.

7. Contractor shall indemnify and hold harmless the Township for and from all claims, demands, suits, actions, recoveries and judgments, of every nature and description, brought or recovered against said Township on account of any injuries or damages to property received or sustained by any person or persons whatsoever by reason of any act or omission of said Contractor, its agents, servants or employees in the performance of this Contract, by or in consequence of any negligence or carelessness in connection with the same, or on account of injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the Township by reasons of any law of the State of Michigan, now existing or which shall hereinafter be enacted, imposing any liability or obligation, or providing for obligation to any person or persons on account of or arising from the death of or injury to employees. Said Contractor shall pay, settle, compromise, or procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own costs and expenses any and all such claims, demands, suits and actions made or brought against the Township for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this Paragraph, the Township may, in order to protect itself from liability, defend any such claim, demands, suits, or actions, and pay, settle, compromise, procure the discharge thereof, in which case said Contractor shall repay the Township any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the Township in so doing. So much of the monies due to said Contractor under this Agreement as shall be deemed necessary by the Township, shall or may be retained by the Township until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities, and obligations have been settled and discharged, and evidence to that effect furnished to the Township, or the Township may collect the same in whole or in part in any lawful manner from the Contractor.
8. The Contractor shall provide adequate insurance as required by paragraph 4, above with an insurance company that meets with the approval of the Township. The Contractor shall provide, at the time the contracts are executed, certificates and policies of insurance as required above. The Contractor shall provide a guarantee that ten (10) days notice to the Township prior to cancellation of, or change in; any such insurance shall be endorsed on each policy or certificate of insurance.
9. It is expressly understood that the relationship between the Township and the Contractor is

that of an independent Contractor and the Contractor is not an agent, employee or servant of the Township.

10. The Township may withhold or nullify the whole or part of this Contract and refuse to pay any unpaid payments due hereunder to protect itself from loss on account of defective workmanship not remedied or finished on the part of the Contractor to perform the services required hereunder.
11. In the event either the Contractor or Township deems necessary to terminate this contract, a notice of fourteen (14) days must be given, by registered letter, by either said party, and the Township will not be liable to make any additional monthly installments after termination.
12. Exhibit 1, attached, is a list of duties and services to be performed by Contractor to maintain the Township cemeteries, which is incorporated herein by reference.
13. If for any reason the Township ceases to own or to be responsible for the maintenance or operation of any of the cemeteries, which are the subject matter of this Contract, including Oxford Cemetery, then upon such any event or occurrence, this Contract shall become null and void.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and date first written above.

WITNESS:

Curtis W Wright

BY: Sean Vidican
Sean Vidican
d/b/a: Aaron's Lawn in Order, LLC
Its: Owner

Date: 2-15-2021

CHARTER TOWNSHIP OF OXFORD

BY: Jack L. Curtis
Jack Curtis
Its: Supervisor

Date: 02/15/2021

Date: December 13, 2023
To: Board of Trustees
From: Jack Curtis, Supervisor
Re: Employee Handbook Revisions

Dear Board Members:

Attached is the Oxford Township Employee Handbook with **red-lined** amendments to be included.

The proposed amendments are highlighted in **red** on the last page of the handbook.

The following motion is offered for consideration:

I move to approve the amendments to the Charter Township of Oxford Employee Handbook as presented to be effective December 13, 2023.

Oxford Township Employee Handbook

Adopted: Wednesday July 13, 2011
By the Charter Township of Oxford Board of Trustees

Last Amendment Adopted: ~~July 12, 2023~~ December 13, 2023

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Welcome to Oxford Township

The purpose of the Charter Township of Oxford is to carry out mandated governmental functions of our Township and to provide other area services as determined by the Oxford Township Board of Trustees.

We are proud of our community and strive to provide assistance to our ~~citizens~~residents in a dependable and consistent manner. Oxford Township expects all of our employees to respond to resident and office needs in a courteous, friendly, and productive manner at all times. This commitment will provide our ~~residents~~residents with the best service possible while also making our offices a great place to work.

Equal Employment Opportunity

The Charter Township of Oxford is an equal opportunity employer. Employment practices are based on job qualifications without regard to race, color, national origin, religion, ethnicity, age, sex, marital status, familial status, pregnancy, childbirth or related medical conditions, height, weight, genetic information, sexual orientation, gender identity, physical or mental disability, citizenship status, veteran status, uniform service member status, or any other classifications protected by applicable law.

Employees who believe this policy has been violated should speak with their Department Head. Employees who believe their Department Head cannot or has not adequately addressed the problem may request to speak with the Township Supervisor. If the employee still believes the problem has not been adequately addressed, the employee may request to speak with the Township Board.

Disabilities and Reasonable Accommodations

The Township is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodations, where appropriate, for an otherwise qualified individual to perform the essential functions of the job. Disabled employees who feel an accommodation is needed to perform their job ~~must~~should notify the Township Supervisor in writing of the need for reasonable accommodation ~~within 182 calendar days after the date the employee knew or reasonably should have known that an accommodation was needed.~~ The Township will utilize and interactive process to review accommodation needs and requests and will make reasonable accommodations that do not pose an undue hardship.

Religious Accommodation

The Township is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Township dress code or the individual's schedule, basic job duties, or other aspects of employment. The Township will consider the request but

reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that ~~an~~ accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Township question the validity of a person's belief.

If you require a religious accommodation, notify the Township Supervisor.

Terms of At-Will Employment

Oxford Township is an at-will employer. At-will means that the employment relationship is for an indefinite period of time and can be terminated by either the employer or employee at any time, with or without cause or without notice. The terms of an at-will employment agreement are not to be considered as creating a contractual relationship between the employee and the employer.

The provisions contained in this Handbook supersede any and all contrary representation that has been made either by Oxford Township or yourself. No employee, supervisor, or other person, except the Oxford Township Board of Trustees, in a writing signed by the Supervisor of the Board, has the authority to enter into any employment agreement on behalf of the Township for any specified period of time, pursuant to any particular conditions, or to make any agreement contrary to the terms expressed in this Handbook. Therefore, unless otherwise defined in writing as set forth herein, such relationship shall be defined as “employment at will,” where either party is free at any time to dissolve the relationship.

Job Posting

All full-time, part-time, and temporary employee positions shall be advertised on the Township's bulletin board, website, social media, and/or in community newspapers. All interested applicants for any Township position should submit a written resume and job application to the Department Head.

Applicability

This Handbook is applicable to all Township employees including employees with signed employment agreements. To the extent the terms of an employment agreement are different than those outlined in this Handbook, the terms of the written, signed agreement will control. Except as noted below, or as specified in a particular policy of this Handbook, the provisions of this Handbook do not apply to fire department personnel, ~~or~~ elected Township officials, members of the Township Planning Commission, members of the Zoning Board of Appeals, nor members of any similar appointed commission, board, or entity. The Unlawful Harassment policy and Limitations Period applies to all Township employees, including deputies of elected officials.

The Township Board shall be responsible for all employment conditions within the Township including, but not limited to, the hiring and firing of employees, job transfers, working conditions, employee complaints and other similar responsibilities.

Amendment of Policies, Benefits and Compensation

Oxford Township reserves the right and discretion to amend, delete, add, or change benefits, compensation, and policies at the sole discretion of the Township Board, excluding the at-will employment relationship and the Limitations Period below. For this reason, the Employee Handbook is in loose leaf format. We ask that you update your Handbook as necessary by removing old sheets and replacing new sheets when you receive them. Changes are effective as of the date adopted.

Employment Basics

Pre-employment qualifications

After an offer of employment is made, all selected candidates for employment must pass a drug screen, which will be taken at Township expense. Information documentation obtained regarding the medical condition or history of an applicant will be collected and maintained on separate forms and in separate medical files and kept in the Clerk's Office and will be treated as confidential medical records as required by law.

Employment Status

Regular Full-Time

An employee hired to work forty (40) hours or more per week over a three-month period is considered a Regular Full-Time Employee and eligible to receive fringe benefits subject to applicable eligibility requirements and limitations placed on new employees. For other purposes, such as eligibility for health care benefits, the definition of full-time employee is 30 hours per week.

Regular Part-Time

An employee hired to work part-time and who regularly works fewer than forty (40) hours a week over a three-month time period is considered a Regular Part-Time Employee. Part-time employees are not eligible for fringe benefits except as required by law or as specifically described in the benefits section of this Handbook. Part-time employees that are hired to work over thirty (30) hours per week will be eligible for health care benefits, subject to the terms of the benefit plan. Part-time employees that are hired to work less than thirty (30) hours per week are not eligible for health care benefits.

Temporary

An employee hired for a temporary specific purpose and with an expected end date is considered a temporary employee. These positions are sometimes used as vacation relief, election poll workers, special projects, etc. These positions are paid on an hourly basis. Temporary employees are not eligible for fringe benefits or health care benefits, except as required otherwise by operation of law.

Deputies

Deputy Employees (also referred to as “Deputies”) including the Deputy Clerk, Deputy Treasurer, and Deputy Supervisor serve at the pleasure of the Clerk, Treasurer, and Supervisor through MCL 41.69, MCL 41.77, and MCL 41.61 and are entitled to employee benefits and fringes as outlined in this Handbook and as budgeted by the Township Board. Deputies may be exempt or non-exempt employees depending on their status as determined by the Township.

Non-exempt Employees

Employees who are required to be paid overtime or compensatory time at the rate of one and one half (1 ½) times their regular pay rate for all hours worked beyond forty (40) hours in a work week in accordance with applicable federal wage and hour laws. Non-exempt employees are required to “punch in” and “punch out” upon departure and arrival for their lunch hour.

Exempt Employees

Employees ~~who~~ generally receive salary pay for the pay period cycle and are exempt from overtime requirements. These employees will generally receive the same salary each pay period. Salaried employees are classified by Fair Labor Standards Act or Michigan law to determine exempt status. Generally, all supervisors, managers, directors and executive officers, elective officials, political appointees or personal staff and/or Deputies of a person holding public elective office, Communications and Grants Manager, or a political appointee of a public body are exempt and are eligible for all benefits set forth in this Handbook.

Employment of Relatives

No person shall be hired, engaged as an independent contractor, or placed in a position where direct or indirect supervision of a close relative (spouse, parent, child, sister, brother, or in-law) will exist with the exception of a close relative employed as a Temporary Election Worker. There is no prohibition against a relative serving as an official’s Deputy (*see* page 114 of MTA Redbook).

If the marriage of one employee to another results in a direct or indirect supervisory relationship between these individuals, one employee shall be transferred to another department immediately, or if that is not possible, one of the employees must terminate employment with the Township.

It is your obligation to inform the Township of any such relationship so the Township can determine how best to respond to the particular situation. Decisions regarding transfer or termination will be made by the Township Board.

Tardiness

Employees are expected to begin working at the start of the Township's business day (8:00 am) unless prior arrangements have been made with their Department Head and leave no later than the approved hour of ending.

It is up to the employee to notify their Department Head and receive approval in the event an employee has Township business to attend to before or after work, which makes it necessary to arrive late or leave early.

Performance Evaluations

Your first performance evaluation with your Department Head will take place approximately 60 days after hire. Subsequent performance evaluations will take place in the third quarter of each calendar year (or just prior to budget month). After reviewing your evaluation, your Department Head will ask you to sign the evaluation to acknowledge that it has been discussed with you by your Department Head and that you had an opportunity to review it. Deputies of elected officials may be evaluated by their elected official.

Performance evaluations are intended to measure the quality and quantity of work you perform, your effort and attitude, and your ability to work with others. Your evaluation should let you know areas of needed improvement in order for you to set goals for future improvement. While a positive evaluation does not guarantee promotions or salary increases, the evaluations may be considered along with other factors that affect that decision.

Social Security Number Privacy Act

The Township seeks to ensure, to the largest extent possible, that your Social Security number is maintained confidentially, and all components of this privacy policy are followed including the storage of this number in a physically secure manner. No employee or agent of the Township shall knowingly obtain, store, transfer, use, disclose, or dispose of a Social Security number that the Township obtains or possesses except in accordance with the Michigan Social Security Number Privacy Act, or other applicable State and Federal law and this policy. Social Security numbers will not be released to anyone outside the Township, except as required or permitted by law. Access to files containing Social Security numbers shall be limited to those employees or agents who have been authorized for such access.

More than four sequential digits of a Social Security number will not be included on any document mailed outside the Township, except as required or permitted by law, nor will it be publicly displayed in any manner. Social Security numbers are not to be used as passwords or identifiers for any Township computer system. The Social Security number will not be used in the ordinary course of business except as the Township may determine that it is necessary to verify an individual's identity or to administer employee benefits, such as health insurance. Any paper documents that include Social Security numbers that are discarded are to be shredded. Any Social Security number housed electronically will be disposed of by running a "data scrubbing" program before disposing of electronic storage media. Any violation of this Policy will result in discipline up to and including termination of employment.

Fair Labor Standards Act Notice

Improper deductions from salaries of employees are not to be made. If you believe that an improper deduction has been made, immediately report this information to the Township Clerk. Preferably, this report will be made in writing and immediately after the deduction has been made. Reports of improper deductions will be promptly investigated. If it is determined that an improper

deduction has occurred, you will be promptly reimbursed for any improper deduction that was made.

How You Are Paid

Work Hours

The Township Board will establish the normal operating hours for the Township Office. The work week, for purposes of calculating overtime, will be Sunday to Saturday. Changes to your daily work schedule can be made by your immediate supervisor based on the needs of the Township, ~~and by~~ At the employee's request, schedule adjustments may be approved by the Department Head and the Supervisor (i.e., FMLA, reasonable accommodations, special projects, etc.). To support safety and security measured, access to the Township Offices will be limited to regular business hours for Elected Officials, Department Heads, Deputies, appointed officials, recording secretaries, building department related inspectors, maintenance crew, and any other person, unless deemed otherwise approved by the Township Supervisor.

Overtime/Compensatory Time

From time to time, you may be asked to work longer than your scheduled shift. Your Department Head will give you as much advance notice as possible when extra work is required. You shall not begin work before your normal starting time, work through your unpaid lunch hour period, or continue working after your normal quitting time without first getting your immediate supervisor's approval. Employees who work unapproved overtime may be subject to discipline up to and including termination.

Overtime

- o ~~Unless an employee has agreed to compensatory time in lieu of overtime, non~~Non-exempt employees will receive overtime pay of one-and-one-half (1½) times your straight pay for all hours worked in excess of forty hours per week.
- o Only hours actually worked are counted in determining if you are entitled to overtime pay.
- o Exempt employees will not receive overtime pay when working more than forty (40) hours in a work week.

Compensatory Time Off In lieu of Overtime

- o From time to time, the Township may offer compensatory time off in lieu of overtime for eligible employees who work more than 40 hours in a work week. Only Regular Full-Time Hourly employees and Non-Exempt employees are eligible for compensatory time in lieu of overtime. These Employees and Department Heads may agree to utilize compensatory time off in lieu of overtime. If Regular Full-Time Hourly employees and Non-Exempt employees have worked beyond forty (40) hours in a work week, they could be given time off at one-and-one-half (1½) times the hours worked. Allowing compensatory time is at the discretion of the Department Head and/or Township Supervisor and will be done based on an agreement with

the eligible employee. Generally, unused compensatory time may not exceed 30 hours, unless agreed to in writing with the Township, and may only be held for a maximum of 90 days before being utilized, after which time it will be paid at a rate of time and one-half ~~with the exception of Full-Time Employees, Deputies, and Non-exempt Employees Assisting the Township Clerk with any required Election duties.~~

- o An employee who has accrued compensatory time off shall, upon termination, be paid for the unused compensatory time at a rate of time and one-half, based on the regular rate of pay, compensation not less than: (A) the average regular rate received by such employee during the last 3 years of the employee's employment, or (B) the final regular rate received by such employee; whichever is higher.

Paydays

Employees are paid bi-weekly. Election Workers ~~will~~may be paid as early as the day following the election worked.

Timekeeping

Oxford Township keeps track of work hours for all hourly employees by the use of a computerized time clock. Non-exempt employees are required to keep a time sheet showing starting time, lunch period and other unpaid breaks, and quitting time for each workday, to be submitted to their supervisor for approval and submitted to the Clerk's office. Non-exempt employees should fill in their time sheet every day. At the end of every pay period, the payroll department will print and submit time sheet reports for hourly employees to each respective Department Head for approval. Timesheets must not be removed from the Township premises.

Raises

Compensation Review

A compensation committee will consist of the employee's Department Head and two (2) Trustees from the Oxford Township Board of Trustees. This committee may periodically review each employee's wages and benefits. Wage increases, however, are not guaranteed. Such possible wage increase will be based upon various factors, including but not limited to:

- a. Fund availability
- b. Individual performance data
- c. Attendance records
- d. Recommendations of the employee's individual supervisor

If You Have a Problem

Open Door Policy

Oxford Township seeks to provide good working conditions and maintain harmonious working relationships among employees and between employees and management. Oxford Township

understands that there needs to be a way for the employee to address employee specific concerns, complaints, and suggestions. Therefore, Oxford Township has an "open door" problem solving policy.

Employees are encouraged to discuss concerns and suggestions with their Department Head. Employees who believe their Department Head cannot or has not addressed their situation adequately are encouraged to discuss their problem with the Township Supervisor first, followed by the Township Board.

What We Can Do for You

Paid Time Off (PTO)

The Charter Township of Oxford recognizes paid time off (PTO) as an employee benefit that promotes a healthy work-life balance, enhances employee wellness and satisfaction, and supports recruitment and retention of high-performing employees. Life events can occur at planned and unplanned times and PTO is intended to help ensure that employees can receive their expected pay when unable to report to work.

PTO provides a single pool of paid time off to use for all paid absences (i.e., vacation; child, pet, and elder care; medical and dental appointments; personal business or emergencies; etc.). We believe this approach empowers our employees to direct and manage their paid time off in the manner that best suits their individual circumstances, whether it is to tend to an unexpected illness or injury or to enjoy a planned vacation.

PTO Awards

Full-time employees will be awarded a specified number of PTO hours, generally based on years of service. Thereafter, PTO banks shall be replenished each calendar year in January. Annual PTO awards will be calculated to include the number of years an employee is expected to have upon their anniversary date. PTO is not available to temporary or part-time employees.

Years of Service	Annual PTO Accrual	Maximum PTO Bank
Less than one year	Up to 80 hours (est. 10 days), pro-rated	80 hours
1-4 years	128 hours (est. 16 days)	168 hours
5-9 years	180 hours (est. 22.5days)	220 hours
10-14 years	220 hours (est. 27.5 days)	260 hours
15-19 years	260 hours (est. 32.5 days)	300 hours
20+ years	300 hours (est. 37.5 days)	340 hours

PTO is paid at straight time and shall not be considered in any overtime calculation. Annual PTO awards will be pro-rated, based on actual paid service during the prior year. Employees shall receive the PTO award above (pro-rated, as applicable), or as otherwise determined by the Township Supervisor. To receive PTO hours for the month, an employee must be in a paid status for the majority of the month, or at least 80 regular hours. Please do your best to manage PTO for your personal needs throughout the year.

Example 1: Employee A is hired on August, 8. Her PTO bank will begin with 26.6 hours (e.g., 80 hours divided by 12 months=6.66 hours per month of PTO. Employee A will be employed for the 4 remaining months of her starting year, September through December. 6.666 hours per month multiplied by 4 months equals 26.6 PTO hours). In keeping with this example, next year in January, Employee A will be awarded 120 hours of PTO. If she has not used any PTO, Employee A may rollover her hours to begin the next year with 126.6 hours. Alternatively, she may cash out the 26.6 unused hours as a lump sum payment and will receive 120 hours.

Example 2: Employee B has worked for the Township for 21 years. During the current year, Employee B used 12 weeks of FMLA and an additional 12 weeks of unpaid leave. In total, Employee B missed 24 weeks (or 6 months) of work. On January of the coming year, Employee B will be awarded 225 PTO hours (e.g., 300 hours divided by 12 months=25 hours per month of PTO. 25 hours per month multiplied by 9 months equals 225 PTO hours). Employee B was on an unpaid leave for 3 months and an FMLA leave for 3 months. The unpaid leave that was NOT protected by FMLA is excluded from Employee B's annual PTO Award. In other words, Employee B is credited with 9 months of service for his actual work in the prior calendar year.

PTO Use

PTO must be exhausted before an employee may request any unpaid absence or leave. Employees are required to use PTO when taking time off from work and additional paid time off will not be granted, although unpaid leave may be granted depending on the circumstance. In accordance with the Family Medical Leave Act (FMLA), the Township shall designate absences for qualifying reasons as FMLA.

PTO will not be advanced. PTO may be used in one (1) hour increments and may be utilized any time a PTO balance is available. Ideally, new hires should restrict PTO usage to emergent needs until completion of six (6) months of continuous service with the Township. The new employee's department head shall have discretion to approve time off requests. All employees, Exempt and Non-Exempt, shall be required to use PTO for full day and partial days absences and shall be subject to corrective action for taking time off without available PTO.

All employee requests for PTO will generally be considered on a first come first serve basis. Requests will not be unreasonably denied and are subject to supervisory approval based on department staffing needs. When more than one request is received at the same time, approvals will be first determined on operational need and then by years of service. Whenever possible, PTO requests should be submitted in advance. Requests for time off extending more than five (5) consecutive days must be provided at least two (2) weeks in advance. For planning purposes, employees should not consider a PTO request as officially approved until an employee has received a formal response to the PTO request.

Unscheduled use of PTO should be submitted as soon as possible. Employees must provide notice of emergency and other last-minute call-offs at least one hour before the start of the scheduled workday, or as soon as reasonably possible. Late calls may be denied and are subject to corrective action.

All unscheduled absences (paid and unpaid) will be monitored by department heads. In the event unscheduled absences impact operations or when an absence occurs over three consecutive calendar days, a supervisor may require that the employee provide a statement from a health care provider concerning the justification for the unscheduled absence(s). Such notices will be provided to the Supervisor's office and shall be maintained in the Employee's medical record.

Unused Annual PTO

The Township provides PTO to promote employee work-life balance and expects employees to utilize their time off. However, no later than December 1st of each calendar year, employees must submit a request to either rollover unused PTO into the next calendar year or to cash out unused PTO as an annual lump sum payment. A combination of annual lump sum payments or rollover shall be limited to a maximum of forty (40) hours total.

Lump sum cash outs will be calculated at the employee's regular straight time rate and will be subject to customary deductions and taxes. Lump sum payments will not be included in determining retirement contributions.

At no time should an employee have more than forty (40) hours over their annual designated PTO award. PTO hours exceeding the maximum allowable bank shall be forfeited.

Unused PTO Upon Separation from Employment

Upon voluntary separation from Township employment, employees may cash out their unused PTO bank, up to a maximum of eighty (80) hours. PTO will be paid in a lump sum at the employee's straight time rate, subject to standard deductions and taxes.

To be eligible for the cash payment, employees must provide at least two weeks' notice of their intent to separate. Unless approved by the Township Supervisor, an employee may not request PTO after submitting such notice. Employees that are involuntarily discharged shall not be entitled to payment of unused PTO upon separation.

Holidays

Oxford Township observes the paid holidays listed below. Holidays will not be counted as hours worked for overtime compensation purposes. When a Township-recognized holiday falls on a Saturday, it generally will be observed on the preceding Friday. When a holiday falls on a Sunday, it will generally be observed on the following Monday. The Township reserves the discretion however, to close on another day. Employees must work their scheduled day immediately preceding the holiday to receive pay for the holiday. Eligible employees can use pre-approved PTO prior to a holiday and receive pay for the holiday. All holidays shall be paid at straight time. Part-time and temporary employees are not eligible for this fringe benefit.

The following twelve (12) holidays are observed by Oxford Township:

1. New Year's Day
2. Martin Luther King Day

3. The Friday before Easter
4. Memorial Day
5. July 4th
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. New Year's Eve

A 13th Holiday Observation date may be provided, at the Discretion of the Board of Trustees. The observation date, if any, will be determined by the Board.

Insurance and Benefits

Oxford Township may offer a health plan approved by the Township Board to all eligible employees. The Township Board reserves the right to review and revise this plan from time to time as they deem necessary and is therefore subject to change.

The information in this section is only meant to serve as a quick-reference summary. In all circumstances (including, but not limited to, available benefits, eligibility criteria, enrollment date, and termination of coverage), the official written plan document adopted by the Township will control the terms and conditions of insurance provided by the Township. The official written plan documents for insurance will always govern in the event of a conflict with any of the information provided in this section.

- a. Life Insurance
The Charter Township of Oxford may provide a \$50,000 term life insurance policy to full-time employees, with eligibility and benefits subject to the terms of such insurance policy.
- b. Short-term Disability Insurance
The Charter Township of Oxford may provide short-term disability insurance benefits to Regular Full-Time Employees and Deputies, with eligibility and benefits subject to the terms of such insurance policy. Such short-term disability benefits generally may be available for up to 26 weeks in the event of a disability lasting over 8 consecutive days, and there will be a 1 day elimination period in the event of an injury. The short-term disability benefit may provide income replacement equal to 60% of weekly compensation, as defined in the policy and subject to policy offsets, up to a maximum of \$1,500.
- c. Health Insurance
The Charter Township of Oxford may provide a health plan, as approved by the Township Board to all eligible employees in accordance with the health insurance plan approved by the Township Board. Or, the Township may provide the employee with 40% of the single insurance premium rate in lieu of insurance. Proof of insurance elsewhere must be provided in order to receive compensation in lieu of insurance.

d. Pension Plan

The Charter Township of Oxford may contribute a sum equal to fifteen (15%) percent of the eligible full-time employee's annual salary or wage to an approved Township Pension Plan. Eligible Full-Time Employees may also make voluntary after-tax contributions to their Pension Plan account through payroll withholding in amounts ranging from 1% to 10% of compensation.

See the Township Clerk for copies of the Benefit Booklets dealing with pension, health insurance, and life insurance. If anything in this policy is contrary to the Benefits Booklets, the Benefits Booklets will control. Benefits are subject to change and are determined by the Township Board.

Extended Illness Wage Continuation Program

The Township has provided wage continuation protection for all illness and injuries that prevent eligible employees from performing their work duties for extended periods of time. Effective October 1, 2021, in light of the Township's adoption of a new Short-Term Disability Insurance benefit, no further amounts will be credited under the Extended Illness Wage Continuation Program, and no further benefits will be payable under this program.

Lunch and Relief

Employees have an unpaid lunch hour which may be taken in the Township lunch and break room. There is a microwave and refrigerator to use and store your items. Please be courteous of other's belongings and leave the lunchroom in neat order, cleaning after each use.

Employees each have a paid fifteen (15) minute relief break during the first and second half of a full continuous workday.

Lunch periods may also be flexible depending upon individual Township departmental need(s). It may be either at the request of the department or the employee/elected official and approved by the Department Head. Based on department need, this is at the total individual discretions of each Department Head on whether to utilize the provision. To ensure consistent application across all Township Departments, the Supervisor has final approval for schedule changes that may impact Township operations or access to service.

Tuition Reimbursement

With prior approval, employees may receive reimbursement of tuition only for approved courses taken that directly benefit their Township position. Tuition reimbursement shall be paid after successful completion of the course(s). A percentage of payment shall be made in accordance with the following grades: A = 100%; B = 75%; C = 50%. All courses must be accredited degree programs.

Tuition reimbursement may be recommended by the Department Head or Township Supervisor and shall be approved by the Township Board prior to the beginning of the course. Reimbursement

shall be denied if the individual does not successfully complete the course requirements with a 2.0 grade point average or better.

Professional Development

It is the Township's intention to enhance the professional development of employees and periodically sponsor participation in approved learning activities. These activities (conferences, seminars, conventions, workshops, etc.) must be approved in advance by the Department Head with notification given to the Township Supervisor.

Individual Personal Business Expense Reimbursement

~~Use-~~An individual's use of personal funds to conduct Township business should be avoided as much as possible by using purchase orders, prepayment, or direct billing to the Township. This shall include any expense incurred by Township employees, officials, appointees, consultants, and elected officials.

When personal funds are used in the course of Township business, individuals are expected to exercise conservative discretion in spending funds. The nature and purpose of the expense shall conform to ethical and legal standards of conduct expected of all individuals expending funds related to~~on~~ Township business.

The Township will reimburse individuals for certain actual, reasonable, and proper expenditures incurred.

~~No-~~All reimbursement shall require a written request take place unless request is accompanied by a receipt adequately describing covering_ the exact reimbursable item or expense.

Expense Report Submittal

Reimbursement shall be submitted on a Township Expense Report within thirty (30) days of incurring the expense. All reimbursement expenses shall be reconciled each quarter. The Township may deny reimbursement requests that are not submitted in accordance with this policy. No reimbursement requests submitted after reconciliation will be considered. Reimbursement requests should include ~~with~~ the following documentation:

- a. Date expense was incurred
- b. Reason/Business purpose
- c. Type of expenditure (material, meal, mileage, fee, etc.)
- d. Requested reimbursement amount
- e. Receipt for expenditure. Receipts must be itemized or otherwise adequately describe the expense(s)
- f. Signed and dated by individual incurring the expense
- g. Coded with the expense account number

- a. ~~Business purpose and date~~

- b. ~~Type of expenditure and amount~~
- c. ~~Receipt for expenditure~~
- d. ~~Signed and dated by individual~~
- e. ~~Coded with the expense account number~~

Types of Reimbursable Expenditures

a. Transportation Mileage

Mileage reimbursement shall be based on current IRS standards at the time of the occurrence. Mileage shall not be paid to employees or Board members for traveling to attend a regular or special meeting of the Board of Trustees, or other scheduled Township Board, Township commission, or Township committee meeting(s) located within the Township/Village.

Unless stated otherwise (such as Covid-19 procedures), groups of people traveling to the same location should travel together in one vehicle if possible. Preference is to use the Township vehicle when available and feasible to the Township. Mileage reimbursement will be approved when the Township vehicle is not available if an individual uses their personal vehicle. Mileage is based on current IRS standards.

b. Lodging

Reimbursement for overnight lodging must be approved by the Department Head for all travel activities associated with Township business or approved professional development activities. Lodging should be reasonably priced and must be reasonably accessible from the designated event location.

c. Meals

Meals may be reimbursed when a Township employee is conducting approved Township business, up to a reasonable amount not to exceed \$30 per person. Meals during approved overnight travel may be approved up to \$70 per day, including gratuities.

All meals must be supported by itemized receipts, with gratuities not to exceed twenty (20%) percent of the total bill for food and non-alcoholic beverages. The Township will not reimburse expenses for alcoholic beverages.

d. Miscellaneous Items

Other reimbursable expenses may include business phone calls, entry/subscription/membership fees, approved business equipment or materials, parking, and/or tolls. Purchasing items for personal use is strictly prohibited.

e. Sales Tax Exempt Status for Township Purchases

All Township purchases made should always be sales tax exempt, where applicable. It is up to the individual purchaser to ensure that the Township does not pay sales taxes on any purchases. The Township will not generally reimburse the portion of the expense that is tax. Not ensuring that this provision is met may be cause for the Township Supervisor to revoke an appointed official's/employee's purchasing authority.

b. Lodging

~~Reimbursement for overnight lodging must be approved through the employee's Department Head on travel activities associated with Township business or professional development activities. Lodging should be near the business travel objective and be reasonably priced accommodations if not connected to the actual site objective.~~

~~e. Meals~~

~~Meals may be reimbursed when a Township employee is conducting Township business and is away (overnight) from the Township Office or employee's home. Meal expenses are paid up to \$70 per day including gratuities. All meals must be supported by receipts with gratuities not to exceed twenty (20%) percent.~~

~~d. Miscellaneous Items~~

~~Other reimbursable expenses include business phone calls, parking and tolls.~~

~~e. Sales Tax Exempt Status for Township Purchases~~

~~All Township purchases made should always be sales tax exempt, where applicable. It is up to the individual purchaser to ensure that the Township does not pay sales taxes on any purchases. Not ensuring that this provision is met will be cause for the Township Supervisor to revoke an appointed official's/employee's purchasing authority. Purchasing items for personal use is strictly prohibited.~~

Non-Limitation on Reimbursable Items

~~The Township reserves the right to decline reimbursement for certain expenditures that are not pre-authorized, related to legitimate Township business expenses, or otherwise unreasonable. The Township reserves the right to decline reimbursement for certain expenditures that are not pre-authorized, related to legitimate Township business expenses, or otherwise unreasonable: Any expenditure that is out of line of accepted normal expense amounts.~~

- ~~• Any expense that is not normally considered to be business related.~~
- ~~• Any expenditure that could be construed to be personal (entertainment, golf, additional travel insurance) or expense incurred on behalf of a family member. Purchase of clothing, toiletries, reading material or services for medical, dry cleaning, shoeshines, hair care, or other items are considered personal.~~
- ~~• Any expense for alcoholic beverages.~~
- ~~• Interest, fees, or charges on personal credit card accounts. Loss of personal funds or cash advances on personal business travel.~~
- ~~• Traffic or parking fines or tickets.~~

~~Damage or loss of employee's vehicle on Township business is limited to the employee's vehicle deductible and will only be reimbursed if the employee was not at fault and the employee was required to use their vehicle for Township business.~~

Township Vehicles

The Township Supervisor is responsible to coordinate the use and maintenance of Township vehicles. Drivers are responsible to report all damage or operational problems when returning the vehicle. Smoking is prohibited in Township vehicles. Drivers are responsible for any moving or parking fines or legal costs incurred while operating the Township vehicles. Drivers are responsible to report all accidents immediately to the appropriate law enforcement agency and to the Township Supervisor or his/ her designee. Township vehicles are to be operated only by employees that have obtained approval and maintain a valid driver's license and acceptable driving record to our insurer. Changes in the driving record must be reported immediately to the Township Supervisor. Township vehicles are to be used only for job-related travel. Use of the seat belt is mandatory, along with following all laws relating to no texting or use of cell phones while driving.

What You Are Expected To Do For Us

Standards of Conduct

Rules governing personal conduct are intended to promote the orderly and efficient operation of Oxford Township as well as to protect the rights of all of our employees. (The following list does not modify your *at-will* employee relationship.)

The following conduct is prohibited and will not be tolerated by Oxford Township:

- o Election campaigning activity on Township property or using equipment or supplies.
- o Smoking anywhere in the building.
- o Conflicts of interest situations where an employee directly or indirectly benefits because of their position in the Township.
- o Violation of Township policies, including safety rules and substance abuse.
- o Theft, deliberate or careless damage or destruction of any property of Oxford Township or property of any employee or patron.
- o Unauthorized use of the property, equipment, or facilities of Oxford Township.
- o Unauthorized use of Township telephones or use of another employee's personal equipment or possessions without the employee's consent.
- o Personal use of cell phones should be limited to urgent family matters
- o Removal of any property or records from the premises of Oxford Township without permission from management personnel.
- o Insubordination or refusal to obey or willful failure to carry out verbal or written instructions of supervisory personnel.
- o Provoking a fight or fighting at any time on the property of Oxford Township.
- o Engaging in conduct detrimental to the Township's reputation.

- o Falsifying or omitting pertinent information from records or revealing confidential information to unauthorized persons.
- o Dress or appearance inappropriate to the business of Oxford Township.
- o Unlawful harassment or unprofessional behavior.
- o Personal feelings, opinions, or comments on a given subject, employee, elected or appointed official shall not be given when releasing information.

The following is required conduct from all Oxford Township employees:

- o Arrive at your appropriate workplace and begin work and perform your job in a productive manner. You shall be at your desk and start work at 8:00 and quit at 5:00. One minute late is late.
- o Demonstrate a considerate, friendly, and constructive attitude with everyone you meet and those to whom you speak.
- o Present a clean, well-groomed appearance with appropriate dress.
- o Maintain confidentiality of appropriate Township business while assisting citizens with information.
- o Call in to report your absence to your Department Head or Deputy in a timely manner.
- o Politely decline business gifts.

Corrective Action/Personnel Files

Each Employee has an obligation to work productively and observe and follow the Township's policies, work rules, guidelines, and procedures. If your behavior interferes with the orderly and efficient operation of the Township, corrective action, up to and including termination, may be used to resolve the issues.

Your Department Head will endeavor whenever possible to discuss disciplinary actions with you in an effort to allow you an opportunity to correct unacceptable behavior. Disciplinary action can take many forms, and may include verbal or written warnings, suspension without pay, or discharge. The Township will determine what appropriate disciplinary action is imposed, and we do not guarantee that one form of action will necessarily precede the other. A copy of any written reprimands will be placed in your personnel file. Whether you agree or disagree, you must sign the document, acknowledging that you have received a copy. If you disagree with the information provided to you in the written document, you may submit up to five written pages of rebuttal which will be included as part of your permanent personnel record. You may examine or obtain a copy of your personnel file upon a prior written request to the Township Clerk up to two times each year. Inspections of the file will be held on Township property in the presence of an official during normal business hours or at another reasonable time as determined by the Township. After this review, employees may request a copy of all or part of their personnel records but will be required to reimburse the Township for the costs of such copies. Generally, we will not disclose your file to persons outside the office, unless otherwise subject to law. We will also maintain your file confidentially in the office. If we are asked to disclose a disciplinary report to a third party not

employed by us, we will give you notice of that disclosure, subject to the exceptions in the Bullard Plawecki Employee Right to Know Act.

It is important that personnel files accurately reflect each employee's personal information and are up to date at all times. Employees are expected to promptly notify the Township of any change in name, address, telephone number, home address, marital status, change in legal name, change in number of dependents, change in beneficiaries, scholastic achievements, emergency contact information, or other relevant personal information.

It is important to recognize that employment is, at all times, at will. As such, while the Township may wish to follow a series of disciplinary actions prior to termination of employment, it is not required to do so, and an Employee may be discharged at any time without regard to following a prescribed set of steps.

Substance Abuse

No Alcohol or Drugs Rule

It is the intent of Oxford Township to provide a drug free, safe, and secure work environment for our employees. To ensure a safe and efficient workplace, Oxford Township will strictly enforce the following rules:

1. No employee shall possess, distribute, use, or be impaired by alcohol on Township property, while on Township business, or during working hours, including rest and meal periods.
2. No employee shall possess, distribute, use, or be impaired by, or have in their bodily system, federal illegal prohibited or lawful state drugs on Township property, while on Township business, or during working hours, including rest and meal periods.
3. No employee shall be impaired by legal prohibited drugs while on Township property, while on Township business, or during working hours, including rest and meal periods.

"Federal illegal prohibited drugs and lawful state drugs" are those substances that are illegal to sell or possess, although some may be lawful in the state to be used for recreational or medicinal purposes; "legal prohibited drugs" are any prescription or non-prescription drugs that may impair their working ability. Any employee who is taking a legally prohibited drug must notify his/her Department Head if its use is expected to adversely affect the employee's performance of the essential functions of the employee's job. Employees have a duty to know if the legal prescription or non-prescription drugs they are taking may impair working ability.

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:

a. Post-Offer, Pre-Employment Medical Examination and Drug Testing

As part of the Township's employment procedures, applicants will be required to undergo a post-offer, pre-employment drug screen/test that is conducted by a contractor designated by the Township. An offer of employment is pending upon satisfactory completion of this

examination and/or screening, and the determination by the Township and its examining physician that the person is capable of performing the responsibilities of the position that has been offered.

b. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. The suspicion should be documented in writing prior to the release of the test finding. A basis for a reasonable suspicion test may include, but would not be limited to:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use.
2. A pattern of abnormal conduct or erratic behavior.
3. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The employee is responsible for notification of the Township, within five (5) working days, of any drug-related conviction.
4. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use; or
5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing.

c. Random Drug Testing

Random drug testing will include all employees and contract workers and is conducted on an unannounced basis.

Although the state has legalized marijuana for recreational and medicinal purposes, the Township is not required to allow the recreational or medicinal use of marijuana in the workplace. Use is strictly prohibited on Township property and may result in discipline, up to and including immediate discharge.

d. Searches

Oxford Township reserves the right to search an employee, employee's work area, and an employee's vehicle on Township property if the Township has reasonable suspicion that the "no alcohol or drugs rule" may have been violated.

Prohibited Harassment

We strive to maintain a pleasant working environment free from intimidation, humiliation, and insult. The Township has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race, color, national origin, religion, creed, age, sex, marital status, familial status, height, weight, genetic information, sexual orientation, gender identity, physical or mental disability, pregnancy, childbirth or related medical condition, citizenship status, veteran status, uniform service member status, or any other classifications protected by applicable law.

Prohibited harassment is defined as unwelcomed verbal or physical conduct or communication based on a protected characteristic when:

1. Submission to the conduct or communication is made either an explicit or implicit term or condition of the working relationship.
2. Submission to or rejection of the conduct or communication by an individual is used as a basis for a decision affecting that individual's working relationship with the Township; or
3. The conduct or communication has the purpose or effect of unreasonably interfering with an individual's relationship with the Township or creating an intimidating, hostile or offensive work environment.

Examples of prohibited sexual harassment include, but are not limited to: unwelcome, unwarranted or repeated verbal or physical sexual advances; requests for sexual favors and other verbal abuse of sexual nature including sexually explicit, provocative or suggestive statements, innuendo, or comment; graphic verbal commentary about an individual's body, sexual prowess or sexual deficiency; sexually degrading, lewd, or vulgar words to describe an individual; leering; pinching or touching a private area of the body; displaying sexual suggestive objects, pictures, posters or cartoons.

Examples of prohibited harassment based on protected characteristics other than sex include, but are not limited to, insults, verbal, written, graphic or physical conduct or communication degrading or hostile to a person which are reasonably offensive or objectionable to the recipient or which reasonably causes the recipient discomfort or humiliation, or which reasonably interferes with the recipient's work performance.

Harassment prohibited by this policy must be distinguished from conduct or communication that, even though unpleasant or disconcerting, is not inappropriate in the context of carrying out instructional, advisory, counseling, or supervisory responsibilities.

Reporting a Violation

If an employee believes that a violation of this policy has occurred, the employee has the ability to confront the person and describe the behavior that is unwelcomed and ask the individual to stop and also an obligation to report the alleged violation immediately to the Township Supervisor or a Board Trustee. While there is no requirement that the incident be reported in writing, a written report that details the nature of the harassment, dates, times, and other persons present when the harassment occurred will enable the Township to take effective, timely and constructive action.

An investigation of all complaints will begin promptly.

Investigation

After notification of the complaint, an investigation will be initiated to gather relevant facts about the complaint. An investigation may include interviews of possible witnesses including the person claiming the harassment occurred, and the person or persons claimed to be involved in or witnesses to the harassment.

The Township will conduct all investigations as confidentially and objectively as possible, to the extent consistent with thorough investigation and appropriate corrective action.

Resolution

After the investigation has been completed, a determination will be made regarding the appropriate resolution of the matter. The determination will be reported to the employee who was allegedly subjected to harassment. If the investigation establishes that unlawful harassment or other inappropriate behavior has occurred, immediate and appropriate corrective action, up to and including termination of the working relationship, will be taken to stop the harassment and prevent its recurrence.

Misconduct, including unprofessional or harassing conduct or behavior, will be dealt with appropriately. Responsive action would be at the Township's discretion and could include but would not be limited to the following: counseling, warning, demotion, suspension, reprimand, reassignment, or transfer.

Good Faith Rule and False Claims

The Township takes all reports of harassment seriously and will investigate all alleged violations of this policy. Therefore, employees are expected to bring violations to the Township's attention in good faith. Good faith means that the employee has a sincerely held belief, even if erroneous, that the policy has been violated.

No Retaliation

The Township will not tolerate retaliation against any employee or other person who in good faith reports a violation or perceived violation of this policy, or retaliation against any employee or other person who participates in any investigation as a witness or otherwise. Retaliation is a serious violation of this policy and is subject to the investigation and corrective measures described in this

policy. Any acts of retaliation must be promptly reported to the Township Supervisor, or to a Township Board Trustee.

Be Careful

Safety

Work safely to prevent injury to yourself or others and to help prevent damage to Township equipment. The responsibility for maintaining a healthy and safe work environment is not just that of Oxford Township. To be totally effective, every employee has a responsibility to comply with all normal use safety rules and other safety rules or programs that may be established by the Township.

No employee should remove or modify equipment unless authorized by the Township. Proper use of seat belts in Oxford Township vehicles as prescribed by law is required. Employees are expected to report to their Department Head any condition that may be unsafe or unhealthy.

Workers Compensation

Oxford Township provides workers' disability compensation insurance at no cost to you. In the event of a work-related injury or condition, workers' disability compensation insurance may provide wage loss benefits.

Following an accident at work or upon learning about a medical situation arising out of your employment with the employer, you must notify the Township Supervisor so that a report may be filed with Oxford Township's insurance.

Oxford Township will require a medical release prior to allowing the employee to return to work. Oxford Township may require that the employee submit to a necessary medical evaluation by a doctor selected by Oxford Township or Oxford Township's insurance carrier.

Crisis Intervention

The Township is concerned about the safety, health, and welfare of our employees and has adopted this policy to minimize risk of violence in our Township.

Employees who notice that a co-worker is seriously or chronically upset, angry, moody or depressed should inform their Department Head or Township Supervisor immediately. Problems could manifest themselves through impaired concentration, confusion, decreased activity, poor hygiene, poor emotional reactions, fascination with firearms, withdrawal or unusual behavioral changes.

Employees who are threatened or disturbed by coworker or customer communication actions should report the incident to the Township Supervisor or Department Head immediately. All

reports will be taken seriously followed by immediate investigation and steps to prevent recurrence.

The confidentiality of all those involved will be maintained to the extent possible. Incidents will be dealt with calmly and professionally keeping in mind that the health and well-being of all employees is paramount.

Should a crisis occur, employees should immediately contact the first available full-time Supervisor, Clerk, Treasurer, or one of the elected Trustees. If appropriate, the building should be evacuated, and law enforcement or emergency personnel should be contacted.

Computer, E-Mail, Internet and Social Media

General Computer Policies

Only those persons currently employed, (or given special permission), are permitted to use any computer resources owned, rented or leased by the Charter Township of Oxford regardless of the user's location when accessing the internet. If the account being used is one provided by the Township, only official Township business is to be conducted via that access. Authorized users who do access a Township provided account on a publicly accessible computer network such as the internet, from a location other than a Township facility, must have their supervisor's written permission to do so.

Use of the Township's computer resources or internet connections for other than relevant Township business such as gambling, obtaining, or distributing pornographic materials and all other illegal activity is strictly forbidden. The Township actively monitors incoming and outgoing internet traffic for this type of usage on a random basis. All files retrieved by the Township Supervisor's appointed monitor may be submitted to the Supervisor for review.

Only information systems personnel or agents contracted by them may install software or hardware on any of the Township computer systems. The Township Supervisor may, at their discretion, authorize staff to perform specific software and/or hardware installations. All other software or hardware installations are strictly prohibited.

Unless departmental arrangements have been made, always obtain permission from a co-worker before using their personal computer. Please be considerate. If you must use someone else's computer, do not change their colors or rearrange their screen icons.

Do not log into your colleague's computer account. However, staff may authorize other staff members to use their files and/or directories in cooperative projects. Where copyright laws apply, the Township forbids unlawful copying of any software or manuals.

Internet Use

Access to the internet is primarily for the exchange of information and research consistent with the vision, mission, goals and activities of the Township and is provided both as a business tool for and a benefit to employees in doing Township business. Employees may not operate a business through the Township's internet link, send or receive sexually oriented messages or images, subscribe to any non-work related list servers, send mail or other communications, files or programs containing offensive or harassing statements including comments based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, physical or mental disability, height, weight, familial or marital status, pregnancy or related medical condition, arrest record, genetic information, or take actions that cause interference to the network or to the work of others.

Employees are expected to use the internet solely for job-related activities and Township business communications during work hours. Employees shall not use the internet for inappropriate or unlawful purposes, including, but not limited to, placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages, using obscene or otherwise inappropriate language in communications, and obtaining or viewing or downloading information that is unlawful obscene, indecent, vulgar, pornographic, or unrelated to Township business.

Internet records and records of downloaded files are not private and may be occasionally monitored as the Township Supervisor deems necessary. Department Heads shall be responsible to ensure proper employee use of the internet. Inappropriate or unlawful use may result in the loss of access for the user, and depending on the seriousness of the infraction, can result in disciplinary action as deemed necessary.

E-Mail Use

The above rules also apply to the use of electronic mail provided to the Township employees. Electronic mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies, and others outside the Township and subject to State Archivist Rules of retention/destruction. All e-mail originating from or received by the Township computer systems is Township property and there is no individual right to privacy on Township computer e-mail. Electronic mail may be monitored by your supervisor, Department Head or Township Supervisor as deemed necessary.

Social Media

"Social media" includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site (including but not limited to Facebook, Instagram, Twitter, Tik Tok, Snapchat, WhatsApp, YouTube, Tumblr, LinkedIn, etc.), web bulletin board or a chat room, whether or not associated or affiliated with the Township.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem-solving procedure than by posting complaints to a social media outlet.

Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, physical or mental disability, religion, height, weight, genetic information, marital status, familial status, sexual orientation, gender identity, veteran status, uniform service member status, or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. The internet is immediate; nothing that is posted ever truly "expires."

Never post any information or rumors that you know to be false about the Township, fellow employees, customers, and people working on behalf of the Township.

Do not create a link from your blog, website, or other social networking site to the Township's website without identifying yourself as a Township employee. Express only your personal opinions. Never represent yourself as a spokesperson for the Township or make knowingly false representations about your credentials or your work. If the Township is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Township. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the Township." You must refrain from using social media while on working time, unless authorized by the Township.

Employees are encouraged to report violations of this policy. The Township prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the Township complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your supervisor.

If You Need a Leave Of Absence

Disability/Pregnancy/Birth or Adoption of a Child

If a licensed medical physician certifies that an employee is unable to perform the essential functions of the position, that employee may request an unpaid leave of absence for up to sixty (60) days. Employees eligible for leave under the Family Medical Leave Act (FMLA) will first utilize the FMLA process. The request must be accompanied by a certification from a licensed medical physician stating the nature of the disability and the anticipated date of return. A leave of absence requested for the purpose of pregnancy or following the birth or adoption of a child will be treated as a request for leave under this policy. An employee should inform the Township Supervisor or Department Head of the need for the leave as soon as possible as the employee becomes aware that a leave will be necessary.

Eligible employees that receive accumulated disability days under the Extended Illness Wage Continuation Program must use that time during an approved leave of absence.

An employee on a leave of absence will be expected to communicate with his/her Department Head throughout the duration of the leave. In the event the employee is unable to return to work on the date specified on the leave, the employee may ask for an extension. The request for extension must be presented to the Township Supervisor at least three (3) days before the leave is to expire, and it must be accompanied with a certificate from the physician stating the reason for extension and expected duration of the continued disability. An approved leave will not be permitted to extend beyond a total of ninety (90) days.

Employees who are on a leave of absence will receive an adjustment to their PTO for the anniversary year based on the length of the leave of absence. Employees who have medical insurance coverage at the time may continue that coverage during the leave provided the employee pays the required premiums.

Employees who fail to return on the approved return date will be considered to have voluntarily resigned.

Funeral Leave

Eligible employees will be excused from work and receive up to three (3) paid days of Funeral Leave in the event of a death of an immediate family member. Immediate family member would include spouse, child, mother, father, stepparent, sister, brother, stepsibling, half-sibling, Grandchildren, Domestic Partner, grandparents or in-laws.

Jury Leave

A regular, full-time employee who is called for jury duty service shall be paid the difference between the employee's regular wage and the jury duty pay that an employee receives from the court, excluding mileage and travel fees for the length of the trial. The employee should provide the Township Clerk with verification of any pay received from the court.

An employee who works the day shift and is excused from jury duty before the end of his/her scheduled shift is expected to return to work at the Township, although an employee's combined hours of work and jury duty should not exceed eight hours that day.

Family and Medical Leave

Typically, due to the size of this workforce, employees would not be eligible for FMLA, however, since the Township is a public employer, employees are eligible for leave under the FMLA policy. Also, see the Disability Leave policy above for additional details if a leave is required prior to having one year of service.

An employee eligible for a leave under the FMLA is one who has been employed for at least 12 months by the employer, ~~and has worked at least 1,250 hours with that employer for the Township during the previous 12 months, and who is employed at a work site where 50 or more employees are employed by the employer within 75 miles of that work site.~~

~~Approved~~ FMLA ~~leaves must~~ may be requested and authorized for one of the following qualifying reasons:

Twelve Weeks of Leave Eligibility Overview

Eligible employees may request up to twelve (12) weeks of unpaid leave for the following:

- o the birth or adoption of a child by the employee.
- o the placement of a foster child with the employee.
- o ~~the physical or psychological~~ care for a seriously ill parent, spouse, or child of the employee.
- o the care of the employee's own serious physical or mental condition; or
- o to deal with any "qualifying exigency" related to a spouse, son, daughter, or parent being notified of an impending call or order to active military duty or who is already on active duty, or during the deployment of the service member with the Armed Forces to a foreign country.

~~These~~ A maximum of twelve (12) weeks may be taken ~~in a rolling twelve (12) month period measured forward from the date an employee uses an FMLA leave~~ during a calendar year.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings, plus activities that the employer agrees should be covered.

Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic health condition. Other conditions may meet the definition of continuing treatment.

A family member with a "serious health condition" is defined as a parent, child or spouse who has a physical or mental condition that warrants the employee's participation during the period of medical treatment.

Twenty-Six Weeks of Leave Eligibility Overview

Eligible employees may request up to twenty-six (26) weeks of unpaid leave in a rolling twelve (12) month period to care for a spouse, parent, son, daughter, or "next of kin" who is a covered service member:

- o who has been injured or is recovering from an injury incurred while on active military light duty, or
- o who is a veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness that was incurred by or aggravated while on active duty in the Armed Forces, provided that the military service occurred within five (5) years before the treatment, recuperation or therapy began.

"Next of kin" is defined as the closest blood relative of the injured or recovering service member who is undergoing such medical treatment, recuperation, or therapy as outlined in the FMLA.

"Covered service member" means a member of the Armed Forces who is:

- o undergoing medical treatment, recuperation, or therapy.
- o is on outpatient status; or
- o on the temporary disability retired list for a serious injury or illness.

A covered service member for the purposes of seeking "caregiver" leave also includes a veteran suffering from a serious injury or illness incurred by or aggravated while on active duty in the Armed Forces, which service occurred no more than five (5) years before the member began treatment, recuperation or therapy.

Intermittent Leave

Intermittent leave or reduced schedule leave means leave taken in separate blocks of time due to a single illness or injury and may only be taken for a serious health condition of an eligible employee, the employee's child, spouse, or parent, or because of the need for service member caregiver leave

when medically necessary. Intermittent leave may also be taken for "qualifying exigency" leave, provided the Township is provided with such notice as is reasonable and practicable. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, the Township may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

Medical or Other Certification

A health care provider's certification is required in cases of serious health conditions, whether the employee's or that of the employee's spouse, child, or parent. It is also required where the leave is to for care of a covered service member or in cases of a "qualified exigency" as permitted by law. Except for "qualified exigency" leave, the Township also reserves the right to require, at its own cost, a second, or even third medical opinion.

If spouses are employed at the Township, they can together take a combined total of 12 weeks FMLA leave for: 1) birth of the employee's son or daughter or to care for the child after birth 2) the placement of a son or daughter with the employee for adoption or foster care, or 3) to care for a sick parent. In the case of service member caregiver leave, the spouses both employed at the Township may take together a combined total of 26 weeks of FMLA leave. However, to the extent the requested leave covers the birth, adoption or placement for foster care of a child, or care for a sick parent, that portion of both spouses leave allotment may not exceed 12 weeks.

Compensation and Benefits and FMLA

The Family Medical Leave of Absence is an unpaid leave. However, the Township may and does require you to substitute accumulated, unused Paid Time Off (PTO) for any FMLA leave requested. By substituting leave, you continue to receive pay during the leave, but your unpaid FMLA leave available is reduced. Leaves taken in connection with the Short-Term Disability Insurance or other disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

During an approved Family Medical Leave, your health benefits will be provided as though you had continued to work, unless you elect to drop coverage during your leave. If you have family coverage, please arrange with the Clerk's office to submit timely monthly payments for your portion, if any, of the health insurance premiums. To the full extent allowed under the FMLA, the Township reserves the right to recover health insurance premiums from employees who fail to return to work at the end of an FMLA-qualifying leave.

Benefits that operate on an accumulation basis (such as paid time off) on the basis of actual hours worked will not accumulate during an FMLA leave, nor will you be entitled to paid holidays and "miscellaneous absences" during the leave.

Application

As soon as you know that you will need time off for an FMLA Leave, continuous or intermittent, you must submit to your Department Head a completed Leave Request form. When possible, thirty (30) days' notice is required. In the event of any emergency, your request should be submitted to your supervisor not later than forty-eight (48) hours following the commencement of the injury, illness, disability, or "qualifying exigency". If you cannot contact your Department Head personally, please have someone contact him or her on your behalf. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The Township will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice of eligibility will specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, the Township will inform the employee, and provide a reason for the ineligibility. Employees will be informed if the leave will be designated as FMLA-protected leave and the amount of leave counted against the employee's leave entitlement as soon as possible based on the information provided.

During your leave, you are responsible for keeping ~~your Department Head~~ the Township informed of your status. You are required to report your status, current location, intent to return, and expected date of return to your supervisor every 30 days unless there is a longer duration on your certification. In certain circumstances, the Township has the right to require recertification of the serious health condition.

Return from Leave

At the end of an FMLA leave, most employees will be restored to their same position or to an equivalent position, with equivalent pay, benefits, and other employment terms and conditions. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave. However, you are subject to the business circumstances or conditions (such as layoffs) that would have applied to you had you been working. Under limited conditions, certain "key employees" may not be reinstated. Key employees will be provided appropriate notices of this status and reinstatement in accordance with the FMLA.

Failure to return to work on schedule will be considered a voluntary termination of employment, effective at the close of your shift on the third day you fail to report to work. To protect your status with the Township, please follow all procedures for reporting back to work after your family or medical leave of absence.

Upon returning to work after an FMLA leave of absence of a week or more because of your own serious health condition, you must submit a physician's certification stating that you are physically able to return to work. Failure to submit such documentation may delay or prevent your return to work.

You may not be employed by anyone other than the Township while off on FMLA leave.

The Township is committed to complying with the FMLA. The FMLA prohibits covered employers from interfering with, restraining or denying the exercise of any right provided under the FMLA, or discharging or discriminating against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA. The Township will investigate any FMLA complaints and take prompt action to resolve them.

If you have any questions or concerns about this FMLA policy or FMLA leave, please contact the Township Supervisor.

Military Duty Leave

Employees who leave the Township to serve in the Armed Forces will be granted leave and benefits in accordance with the state and federal law. The Township follows federal and state law regarding re-employment rights of veterans and in granting leaves of absence. Employees who require a leave should inform the Township Supervisor as soon as they receive their orders, of the date that the employee must leave for service.

Personal Leave of Absence

Oxford Township recognizes that there may be compelling personal reasons for an employee to request a leave of absence. An employee who has worked with the Township at least 12 months may request a personal leave of absence for up to thirty (30) calendar days.

A personal leave request will be granted at the Township's discretion, depending on workload and business considerations. A request for leave must be in writing and submitted to the employee's Department Head. The request should include the reason for request and the expected stop and return date. The Township is in no way obligated to hold the position open past the thirty (30) day period.

Notices of applications for all leaves of absence will be provided to the Township Board. If granted, the leave will be unpaid, and benefits will not continue to accumulate during the absence. Employees who have medical insurance coverage at the time may continue that coverage during the leave, provided the employee pays the required premiums.

Victims of Crime Leave

The Township will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime or employees who are representatives of victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the Township reasonable notice that leave under this policy is required.

All employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Civil Air Patrol Leave

Employees who serve as members of the Civil Air Patrol, and who are called to respond to an emergency declared by the Governor, or the President of the United States are entitled to unpaid leave.

Employees must give as much notice as possible of the need for leave. It is your duty to keep your supervisor informed should the time for leave change.

Employees may be required to provide verification from the Civil Air Patrol of the emergency need for the employee's volunteer service.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If You Leave Our Employment

Separation from the Township can occur due to: a) retirement, b) resignation, c) layoff, or d) discharge.

Employees who desire to leave the Township are expected to give at least fourteen (14) calendar days' notice in writing. An employee shall be paid earned salary to the date on which the employment terminates. Resigning employees or appointed officials who give the requested notice will be paid for any unused, allotted Paid Time Off as calculated on a prorated basis based on the date of termination, up to a maximum of eighty (80) hours. Employees will not receive pay in lieu of time off for accumulated, unused disability days.

Resignation Procedures

1. Employee submits written resignation for the personnel file
2. Employee returns all office keys and Township equipment
3. Employee must return this Handbook

The Township Supervisor or his/her designee is responsible to ascertain that all Township property has been returned.

Payment for the last days worked, final calculation for unused PTO, and any in lieu of medical benefits/cash plan and other benefits, as determined by the Township Board, will also be included in the final paycheck.

Upon separation of employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from your supervisor.

This section in no way is intended to and nor does it alter in any way the Township's termination *at-will* employment policy.

Receipt of Employee Handbook and Employment-At-Will Statement
(A copy to be kept in personnel file)

This is to acknowledge that I have received a copy of the Oxford Township Employee Handbook and I understand that it contains information about the employment policies and practices of the Township. I agree to read, understand and comply with the policies described in this Employee Handbook, specifically the "Limitation Period". I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing Township may require changes from time to time. I understand that the Township retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Township. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I agree that any lawsuit arising out of my employment with, or my application for employment with, Oxford Township must be filed within six months after the date of the employment action that is the subject of the lawsuit, or if there is a limitations period provided by law that is less than six months, the shorter time frame shall apply. However, this shortened statute of limitations does not apply to applicable federal employment discrimination lawsuits, including claims under the EPA, as well as any charges filed with any state or local Fair Employment Practice Agency (FEPA) whose charges could be dually filed with EEOC, as they are exempt from any limitation period that may be referenced anywhere else within this document.

I understand that except for the policy of at-will employment, the Township reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be approved by the Board. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS TOWNSHIP IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE TOWNSHIP OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE TOWNSHIP IS AUTHORIZED TO ENTER INTO AN AGREEMENT, EXPRESS OR IMPLIED, WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY

AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE TOWNSHIP SUPERVISOR.

I understand that this Employee Handbook refers to current benefit plans maintained by the Township and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

I acknowledge that the Township's responsibility is to present the Oxford Township Employee Handbook to each employee/appointed official. Failure to sign and/or acknowledge the Oxford Township Employee Handbook does not exempt an employee/appointed official from agreeing to abide by its contents and all current and future amendments.

DATE

EMPLOYEE SIGNATURE

ADDENDUM A

There are six (6) categories of compensated personnel/employees within the Township government.

- **Elected Officials-**
- **Appointed Officials** - May have specific statutory responsibilities and may be required to take an oath of office. They have no specified minimum hour requirement. Compensation is set by the Township Board and appointed officials are exempt employees pursuant to this Handbook. The following are Township Board authorized positions:

<u>Position</u>	<u>Immediate Supervisor</u>
Deputy Clerk	Township Clerk
Deputy Treasurer	Township Treasurer
Deputy Supervisor	Township Supervisor

o Deputy Clerk

MCL 41.69: The Township clerk shall appoint a deputy, who shall serve at the pleasure of the clerk.

- The deputy shall take an oath of office and file the oath with the clerk.
- In case of the absence, sickness, death, or other disability of the clerk, the deputy shall possess the powers and perform the duties of the clerk, except the deputy shall not have a vote on the Township board.
- The deputy shall be paid by salary or otherwise as the Township board determines.
- With the approval of the Township clerk, the deputy may assist the Township clerk in the performance of the Township clerk's duties at any additional times agreed upon between the board and the clerk, except the deputy shall not have a vote on the Township board.

o Deputy Treasurer

MCL 41.77: The treasurer shall appoint a deputy, who shall serve at the pleasure of the treasurer.

- The deputy shall file an oath of office with the Township clerk and shall give a bond to the Township as required by the Township board.
- The deputy, in case of the absence, sickness, death, or other disability of the treasurer, shall possess the powers and perform the duties of the treasurer, except the deputy shall not have a vote on the Township board.
- The deputy shall be paid as the Township board determines.
- With the approval of the Township treasurer, the deputy may assist the treasurer in the performance treasurer's duties at any additional times agreed upon between the board and the treasurer, except the deputy shall not have a vote on the Township board.

o Deputy Supervisor

MCL 41.61: The Township supervisor may appoint a deputy Township supervisor, who shall serve at the pleasure of the supervisor.

- The deputy shall take an oath of office and file the oath with the Township clerk.
- In case of the absence, sickness, death, or other disability of the supervisor, the deputy shall possess the powers and perform the duties of the supervisor, except the deputy shall not have a vote on the Township board.
- The deputy shall be paid by salary or otherwise as the Township board determines appropriate.
- With the approval of the supervisor, the deputy may assist the supervisor in the performance of the supervisor's duties at any additional times agreed upon between the Township board and the supervisor, except the deputy shall not have a vote on the Township board.

- **Full-Time Officials** - Will be routinely scheduled for 40 work hours per week. The following are Township Board authorized full-time positions:

<u>Position</u>	<u>Immediate Supervisor</u>
Administrative Assistant to the Clerk	Township Clerk
Administrative Assistant to the Treasurer	Township Treasurer
Building Department Administrative Assistant	Township Supervisor
Assessor	Township Supervisor
Building Official/Zoning Administrator	Township Supervisor
Appraiser	Assessor
Administrative Assistant to the Supervisor	Township Supervisor
Administrative Assistant Zoning and Planning	Township Supervisor
Communications/Grants Manager	Township Supervisor

These positions may, at the discretion of the Township Board, be combined to create a single full-time position. These positions are hourly non-exempt.

- **Part-Time Officials** - Will be routinely scheduled for less than 40 work hours per week. The following are Township Board authorized part-time positions:

<u>Position</u>	<u>Immediate Supervisor</u>
Planning Commission and	Township Supervisor
Zoning Board Coordinator	Township Supervisor
Ordinance Enforcement Officer	Township Supervisor

Part-Time employees are not eligible for Township benefits, except as may be required otherwise by operation of law. Unless otherwise stated in writing, these positions are hourly non-exempt.

- **Appointed Boards, Commissions and Committees-Positions in which members are compensated on a per meeting basis.** This includes Zoning Board of Appeals, Planning

Commission, Board of Review, Township Board Committees and Planning Commission sub-committees. Members serving in these positions are not eligible for any Township benefits.

- **Temporary Employees** - An employee hired for a temporary specific purpose and with an expected end date. These positions are sometimes used as vacation relief, election poll workers, special projects, etc. These positions are paid on an hourly basis. Temporary employees are not eligible for benefits, except as may be required otherwise by operation of law.

Record of Amendment

Amended: June 11, 2014 (Vacations, P. 11)

Amended: December 12, 2018

Amended: January 9, 2019 (Substance Abuse, Jury Duty, Family and Medical Leave Sections)

Amended: February 13, 2019 (Employment of Relatives, and Overtime/Compensatory Time Sections)

Amended: February 12, 2020 (Paydays and Timekeeping, P. 10)

Amended: June 28, 2021 complete review and update by Attorney

Amended: October 13, 2021 (STD, Extended Time Off Allowance)

Amended: July 12, 2023 (Addition of Paid Time Off (PTO) Policy, Removal of Vacation and Personal Time Sections and Adjustment to Corresponding References, Amendment to Holidays Section for 13th Holiday.)

Amended: December 13, 2023 (Welcome: typographical changes, Disabilities and Reasonable Accommodations, Overtime/Compensatory Time, Lunch and Relief, Business Expense Reimbursement: provisions revised to align with update to Board of Trustees Expense Reimbursement, Corrective Action/Discipline, How You are Paid: hours of access clarified, Family Medical Leave Act)

CHARTER TOWNSHIP OF OXFORD

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: 2024 Township Board Meeting Schedule

Dear Board Members:

Enclosed is the Charter Township of Oxford Board of Trustees 2024 Meeting Schedule for approval.

The following motion is offered for consideration:

I move to approve the Charter Township of Oxford Board of Trustees 2024 Regular Meeting Schedule as presented.

CHARTER TOWNSHIP OF OXFORD

NOTICE

TOWNSHIP BOARD 2024 MEETING SCHEDULE

The following Township Board Meetings are scheduled to be held at the Oxford Township Meeting Room, 300 Dunlap Road, Oxford, Michigan 48371 at 6:30 pm.

January 10, 2024	May 8, 2024	September 11, 2024
February 14, 2024	June 12, 2024	October 9, 2024
March 13, 2024	July 10, 2024	November 13, 2024
April 10, 2024	August 14, 2024	December 11, 2024

The Planning Commission **may** meet the second and fourth Thursday of each month at 7:00 p.m., as needed, at the Oxford Township Meeting Room, 300 Dunlap Road, Oxford, Michigan 48371.

The Zoning Board of Appeals **may** meet the second Monday of each month at 7:00 p.m., as needed, at the Oxford Township Meeting Room, Oxford, Michigan 48371.

Adopted by: Township Board: December 13, 2023

Published: Oxford Leader: December 20, 2023

Posted: Township of Oxford
Village of Oxford

Date: December 13, 2023

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Oakland County Permit Applications

Dear Board Members:

Attached are two (2) Permit Applications regarding Oxford Township utilizing any Oakland County Road Right-of-Way for consideration of approval:

- Annual Permit Application
- Annual Community Event Application

The following motion is offered for consideration:

I move to approve the Board of Oakland County Road Commissioners Annual Permit Application, and to approve the Board of Oakland County Road Commissioners Annual Community Event Permit Application and authorize Supervisor Jack Curtis to sign the Permit Applications on behalf of the Charter Township of Oxford.

BOARD OF COUNTY ROAD COMMISSIONERS, OAKLAND COUNTY, MICHIGAN

PERMIT APPLICATION

MAKE CHECK PAYABLE TO ROAD COMMISSION FOR OAKLAND COUNTY

FOR R.C.O.C. USE ONLY	
Application No.	_____
Date Received	_____
Permit E No.	_____
Date of Issuance	_____

APPLICANT: CHARTER TOWNSHIP OF OXFORD hereby makes APPLICATION for a permit to **CONSTRUCT, OPERATE, USE and/or MAINTAIN** or to **TEMPORARILY CLOSE A COUNTY ROAD** within the part of the right-of-way of road(s) VARIOUS under the jurisdiction of the Board: a detailed description of the desired facility and/or activity is required in the space provided below: (include size, length, type of facility; - if underground, indicate depth below surface; if parallel to road, indicate distance from inside edge of facility to edge of pavement, if crossing under roadbed, describe method). **THE FOLLOWING MUST BE ATTACHED TO THE APPLICATION WHEN APPLICABLE:** 1. Plans, specifications and location of facility. 2. Traffic plan and detour route in cases of street closures.

PLEASE CHECK THE APPROPRIATE BOX(ES) THAT APPLY TO THE TYPE OF WORK YOU WISH TO OBTAIN A PERMIT FOR:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> Annual | <input type="checkbox"/> Community Event | <input type="checkbox"/> Public Utility (i.e. electric, gas, telephone) | <input type="checkbox"/> Soil Boring/Monitoring Well |
| <input type="checkbox"/> Approach/Private Road Access | <input type="checkbox"/> Landscaping/Grading | <input type="checkbox"/> Sanitary/Storm Sewer | <input type="checkbox"/> Watermain |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Pathway/Sidewalk | <input type="checkbox"/> Sign/Subdivision Entrance Marker | <input type="checkbox"/> Other _____ |

City or Township OXFORD Section No. _____

The above activities will be carried out in accordance with plans, specifications, maps and statements filed with the R.C.O.C. as part of this application, and if said application is approved, the above named applicant agrees to abide by the **CONDITIONS** contained on the reverse side. Since a permit will have to be secured from the Board prior to the start of any construction or maintenance operations proposed by this application, it is intended that the **SUPPLEMENTAL SPECIFICATIONS**, on the reverse side, are to be incorporated as part of the plans or specifications required for this proposed work.

FOR R.C.O.C. USE ONLY	
Design: _____	Right-of-Way: _____
Traffic: _____	Maintenance: _____
Planning: _____	Construction: _____
Subdivision: _____	
Environmental Concerns: _____	Permits: _____

FOR R.C.O.C. USE ONLY	
Application Fee: \$ _____	Permit Fee: \$ _____
Receipt No: _____	Deposit: \$ _____
Bond: \$ _____ (RCOC Form 75)	Estimated Inspection Fee: \$ _____
	Paint Fee: \$ _____
	Sign Fee: \$ _____
	Signal Fee: \$ _____
TOTAL FEES DUE	
AT TIME OF PERMIT ISSUANCE: \$ 0.00	
Proof of Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pollution Liability Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

This application is approved subject to **CONDITIONS** and **SUPPLEMENTAL SPECIFICATIONS** contained on the reverse side of this application. Approval of this application does not relieve applicant from meeting any applicable requirements or duties of law or other public bodies or agencies including but not limited to the Michigan Department of Natural Resources.

APPROVAL OF THIS APPLICATION EXPIRES IN ONE YEAR IF A PERMIT HAS NOT BEEN ISSUED. RESUBMITTAL OF CURRENT PLANS, PERMIT APPLICATION REVIEW FEES AND PERMIT APPLICATION IS REQUIRED IF APPROVAL OF THIS APPLICATION HAS EXPIRED.

REFER ALL INQUIRIES TO (248) 858-4835

DEPARTMENT OF CUSTOMER SERVICES
PERMITS
2420 PONTIAC LAKE ROAD
WATERFORD, MI 48328

APPLICATION APPROVED:

By: _____ Date: _____

CHARTER TOWNSHIP OF OXFORD

APPLICANT (PRINT OR TYPE) _____

SIGNATURE _____ DATE _____

(PRINTED/TYPED SIGNATURE & TITLE)

300 DUNLAP **248-628-9787**

APPLICANT'S ADDRESS _____ TELEPHONE NUMBER _____

OXFORD **MI** **48371**

CITY _____ STATE _____ ZIP CODE _____

EMAIL ADDRESS _____

AS A CONDITION OF THE APPROVAL OF THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING CONDITIONS:

1. The application agrees to secure, or cause to be secured, a permit from the Board prior to the commencement of construction or maintenance operations. If a contractor is to perform the construction or maintenance entailed in this application, the contractor shall secure the permit from the Board prior to the commencement of construction or maintenance operations and thereby assumes responsibility, along with the applicant, for any provisions of this application which apply to them.
2. Any and all construction proposed under this application will meet all requirements of the Board, together with the Supplemental Specifications as set forth below.
3. The applicant agrees to save harmless, indemnify, defend, and represent the Board and its employees against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the creation, operation, use, or continuing existence of the structure or facility covered by the permit or for any other work done within county road right-of-way whether or not specifically authorized or in conformance with the description of activities for which the permit was issued. Applicant agrees and understands that the obligations set forth herein are binding upon their successors, transferors, assigns, sureties, and guarantors. The Applicant shall maintain insurance of a type and in an amount in conformance with the Board's established requirements and provide certificates of insurance in a type and amount which shall assure conformance with the Board's established requirements is currently in force for any and all facilities installed in the Board's right of way.
4. The applicant agrees to surrender the permit herein applied for; surrender all rights hereunder; cease operations; and remove, alter, relocate at applicant's own expense, the facilities for which this permit is granted whenever ordered to do so by the Board because of the need for the area covered by this permit for public uses or because of a default in the conditions of the permit. Upon failure to remove, alter, relocate or surrender the facilities pursuant to the order of the Board, the applicant agrees to reimburse the Board for its cost in doing same.
5. Nothing in this application shall be construed to grant any rights whatsoever to any public utilities whatsoever except as to the consent herein specifically given, nor to otherwise impair any existing rights granted in accordance with the constitution or laws of this State.
6. The obligation to construct, operate, use and/or maintain the facility to the satisfaction of the Board remains in force as long as the facility exists and is within the right-of-way under the jurisdiction of the Board. The applicant is obliged to repair any damage to the road and right of way which is a result of the facility and which occurs or appears after the permit licensee is released.
7. The necessary construction zone signing for the protection of traffic shall be in accordance with the most current edition of the Michigan Manual of Uniform Traffic Control Devices, Part 6. All such devices shall be furnished, installed and maintained by the Permit Holder. All construction signage shall have black lettering on a reflective florescent orange background, unless otherwise specified. The Permit Holder shall provide any additional signs, barricades and/or lights, at the Permit Holder's expense, required to protect the general motoring public and the work zone when requested by the Road Commission.
8. **ADDITIONAL CONDITIONS:** As will be identified in approved permit description.

SUPPLEMENTAL SPECIFICATIONS

1. **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The contractor and/or the utility company shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other highway installation such as sewers, culverts, etc. The contractor and/or utility company shall assume the full responsibility for this protection. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the highway and in such a manner that it will not interfere with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the right-of-way unless the permit provides for, and with approval of abutting property owners, disposal at approved locations with the right-of-way. In the latter case, the material shall be leveled and trimmed in a manner approved by the Road Commission for Oakland County.
2. **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes, pits, and other excavations shall be filled with approved excavated earth or with MDOT Class II granular material if so provided, placed in successive layers not more than 9 inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill compaction will be subject to check by the Controlled Density Method (minimum 95%). Restoration shall be such that it will provide a condition equal to or better than the original condition and in accordance with current Road Commission for Oakland County standards. Any excavation within the right of way outside traveled portion of road must be maintained until all settlement has occurred and must be restored and seeded or sodded as directed. The permit will not be released until the Road Commission is satisfied that no further settlement will occur.
3. **CROSSING ROADBED BY TUNNELING, DIRECTIONAL BORE, JACK CASING AND BORE:** When the pipe is installed by tunneling without cutting the existing pavement, the tunnel shall be adequately sheeted or shored to prevent the sides and top from collapsing or the pavement from settling or cracking. Directional bore shall be at least 4 diameters under the pavement or 48 inches, whichever is greater. When the pipe is installed by boring and jacking, the leading edge of the pipe must always precede the auger. The tunnel backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids remaining around the installation. The concrete shall be composed of one part of Portland cement and 10 parts of sand-gravel by volume. Tunnel and boring pits shall be at least 10 feet from the edge of the pavement unless otherwise approved.
4. **CROSSING BY CUTTING GRAVEL ROADS:** All trenches are to be backfilled with approved material to within 12 inches of surface within the limits of the roadbed. Backfill methods will be as described in paragraph 2 above. All surplus excavated material will be disposed of as described in paragraph 1. The top 12 inches within the roadbed will be backfilled with processed road gravel (MDOT 22A or 23A). Trenches outside of the roadbed will be backfilled in accordance with paragraph 2 above.
5. **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is approved by the Road Commission, the pavement shall be cut so that the opening is a minimum of 5 feet wide and at least 1 foot wider on each side than the trench. In no case shall an open cut result in a remaining slab width of less than 5 feet from patch to an existing joint. The cut shall be made by sawing to a full pavement depth. Cuts in concrete residential and commercial drives shall be as above except that the patch width shall be a minimum of 3 feet and the remaining slab from patch to existing joint a minimum of 3 feet. Backfill shall be made with MDOT Class II granular material. After the backfill has been placed by control density method and thoroughly compacted, the pavement shall be replaced with a temporary surface of approved hot-mixed bituminous material and later replaced with new pavement of the original type and quality by the Permit Licensee unless other provisions are included in the permit.
6. **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than 4 feet of cover between the top of roadway surface and top of the pipe.
7. **TREE TRIMMING OR REMOVAL:** All trees that may be affected by the proposed construction shall be shown on the plans. The plan must clearly indicate which trees are proposed to be removed, trimmed and/or tunneled. This work, if approved, must be done in accordance with current Board standards, including advance notification of abutting property owners. Wood Disposal License Agreement(s) will be required for any tree work.
8. **DISPOSAL OF GROUND WATER:** Roadside drainage systems – open ditches, storm sewers, etc. – shall not be used for the disposal of water pumped from below the surface of the ground unless specifically allowed by the Road Commission. Details such as volume and frequency of discharge, erosion control, duration of use, NPDES permit and other pertinent information as may be required must be submitted with the application for such permission.
9. Any proposed operation in the right of way not covered by the above specifications, submitted with this application, shall be done in accordance with any additional specifications deemed necessary by the Board or as outlined in the Permit Rules, Specifications and Guidelines.

BOARD OF COUNTY ROAD COMMISSIONERS, OAKLAND COUNTY, MICHIGAN

PERMIT APPLICATION

MAKE CHECK PAYABLE TO ROAD COMMISSION FOR OAKLAND COUNTY

FOR R.C.O.C. USE ONLY	
Application No.	_____
Date Received	_____
Permit E No.	_____
Date of Issuance	_____

APPLICANT: CHARTER TOWNSHIP OF OXFORD hereby makes APPLICATION for a permit to **CONSTRUCT, OPERATE, USE and/or MAINTAIN** or to **TEMPORARILY CLOSE A COUNTY ROAD** within the part of the right-of-way of road(s) VARIOUS under the jurisdiction of the Board: a detailed description of the desired facility and/or activity is required in the space provided below: (include size, length, type of facility; - if underground, indicate depth below surface; if parallel to road, indicate distance from inside edge of facility to edge of pavement, if crossing under roadbed, describe method). **THE FOLLOWING MUST BE ATTACHED TO THE APPLICATION WHEN APPLICABLE:** 1. Plans, specifications and location of facility. 2. Traffic plan and detour route in cases of street closures.

PLEASE CHECK THE APPROPRIATE BOX(ES) THAT APPLY TO THE TYPE OF WORK YOU WISH TO OBTAIN A PERMIT FOR:

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> Annual | <input checked="" type="checkbox"/> Community Event | <input type="checkbox"/> Public Utility (i.e. electric, gas, telephone) | <input type="checkbox"/> Soil Boring/Monitoring Well |
| <input type="checkbox"/> Approach/Private Road Access | <input type="checkbox"/> Landscaping/Grading | <input type="checkbox"/> Sanitary/Storm Sewer | <input type="checkbox"/> Watermain |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Pathway/Sidewalk | <input type="checkbox"/> Sign/Subdivision Entrance Marker | <input type="checkbox"/> Other _____ |

City or Township OXFORD Section No. _____
 The above activities will be carried out in accordance with plans, specifications, maps and statements filed with the R.C.O.C. as part of this application, and if said application is approved, the above named applicant agrees to abide by the **CONDITIONS** contained on the reverse side. Since a permit will have to be secured from the Board prior to the start of any construction or maintenance operations proposed by this application, it is intended that the **SUPPLEMENTAL SPECIFICATIONS**, on the reverse side, are to be incorporated as part of the plans or specifications required for this proposed work.

FOR R.C.O.C. USE ONLY	
Design: _____	Right-of-Way: _____
Traffic: _____	Maintenance: _____
Planning: _____	Construction: _____
Subdivision: _____	
Environmental Concerns: _____	Permits: _____

FOR R.C.O.C. USE ONLY	
Application Fee: \$ _____	Permit Fee: \$ _____
Receipt No: _____	Deposit: \$ _____
Bond: \$ _____ (RCOC Form 75)	Estimated Inspection Fee: \$ _____
	Paint Fee: \$ _____
	Sign Fee: \$ _____
	Signal Fee: \$ _____
TOTAL FEES DUE	
AT TIME OF PERMIT ISSUANCE: \$ 0.00	
Proof of Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pollution Liability Required	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

This application is approved subject to **CONDITIONS** and **SUPPLEMENTAL SPECIFICATIONS** contained on the reverse side of this application.
 Approval of this application does not relieve applicant from meeting any applicable requirements or duties of law or other public bodies or agencies including but not limited to the Michigan Department of Natural Resources.

APPROVAL OF THIS APPLICATION EXPIRES IN ONE YEAR IF A PERMIT HAS NOT BEEN ISSUED. RESUBMITTAL OF CURRENT PLANS, PERMIT APPLICATION REVIEW FEES AND PERMIT APPLICATION IS REQUIRED IF APPROVAL OF THIS APPLICATION HAS EXPIRED.

REFER ALL INQUIRIES TO (248) 858-4835

DEPARTMENT OF CUSTOMER SERVICES
 PERMITS
 2420 PONTIAC LAKE ROAD
 WATERFORD, MI 48328

APPLICATION APPROVED:

By: _____ Date: _____

CHARTER TOWNSHIP OF OXFORD

APPLICANT (PRINT OR TYPE) _____

SIGNATURE _____	DATE _____
(PRINTED/TYPED SIGNATURE & TITLE)	
300 DUNLAP	248-628-9787
APPLICANT'S ADDRESS	TELEPHONE NUMBER
OXFORD	MI 48371
CITY	STATE ZIP CODE

EMAIL ADDRESS _____

AS A CONDITION OF THE APPROVAL OF THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING CONDITIONS:

1. The application agrees to secure, or cause to be secured, a permit from the Board prior to the commencement of construction or maintenance operations. If a contractor is to perform the construction or maintenance entailed in this application, the contractor shall secure the permit from the Board prior to the commencement of construction or maintenance operations and thereby assumes responsibility, along with the applicant, for any provisions of this application which apply to them.
2. Any and all construction proposed under this application will meet all requirements of the Board, together with the Supplemental Specifications as set forth below.
3. The applicant agrees to save harmless, indemnify, defend, and represent the Board and its employees against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the creation, operation, use, or continuing existence of the structure or facility covered by the permit or for any other work done within county road right-of-way whether or not specifically authorized or in conformance with the description of activities for which the permit was issued. Applicant agrees and understands that the obligations set forth herein are binding upon their successors, transferors, assigns, sureties, and guarantors. The Applicant shall maintain insurance of a type and in an amount in conformance with the Board's established requirements and provide certificates of insurance in a type and amount which shall assure conformance with the Board's established requirements is currently in force for any and all facilities installed in the Board's right of way.
4. The applicant agrees to surrender the permit herein applied for; surrender all rights hereunder; cease operations; and remove, alter, relocate at applicant's own expense, the facilities for which this permit is granted whenever ordered to do so by the Board because of the need for the area covered by this permit for public uses or because of a default in the conditions of the permit. Upon failure to remove, alter, relocate or surrender the facilities pursuant to the order of the Board, the applicant agrees to reimburse the Board for its cost in doing same.
5. Nothing in this application shall be construed to grant any rights whatsoever to any public utilities whatsoever except as to the consent herein specifically given, nor to otherwise impair any existing rights granted in accordance with the constitution or laws of this State.
6. The obligation to construct, operate, use and/or maintain the facility to the satisfaction of the Board remains in force as long as the facility exists and is within the right-of-way under the jurisdiction of the Board. The applicant is obliged to repair any damage to the road and right of way which is a result of the facility and which occurs or appears after the permit licensee is released.
7. The necessary construction zone signing for the protection of traffic shall be in accordance with the most current edition of the Michigan Manual of Uniform Traffic Control Devices, Part 6. All such devices shall be furnished, installed and maintained by the Permit Holder. All construction signage shall have black lettering on a reflective florescent orange background, unless otherwise specified. The Permit Holder shall provide any additional signs, barricades and/or lights, at the Permit Holder's expense, required to protect the general motoring public and the work zone when requested by the Road Commission.
8. **ADDITIONAL CONDITIONS:** As will be identified in approved permit description.

SUPPLEMENTAL SPECIFICATIONS

1. **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The contractor and/or the utility company shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other highway installation such as sewers, culverts, etc. The contractor and/or utility company shall assume the full responsibility for this protection. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the highway and in such a manner that it will not interfere with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the right-of-way unless the permit provides for, and with approval of abutting property owners, disposal at approved locations with the right-of-way. In the latter case, the material shall be leveled and trimmed in a manner approved by the Road Commission for Oakland County.
2. **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes, pits, and other excavations shall be filled with approved excavated earth or with MDOT Class II granular material if so provided, placed in successive layers not more than 9 inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill compaction will be subject to check by the Controlled Density Method (minimum 95%). Restoration shall be such that it will provide a condition equal to or better than the original condition and in accordance with current Road Commission for Oakland County standards. Any excavation within the right of way outside traveled portion of road must be maintained until all settlement has occurred and must be restored and seeded or sodded as directed. The permit will not be released until the Road Commission is satisfied that no further settlement will occur.
3. **CROSSING ROADBED BY TUNNELING, DIRECTIONAL BORE, JACK CASING AND BORE:** When the pipe is installed by tunneling without cutting the existing pavement, the tunnel shall be adequately sheeted or shored to prevent the sides and top from collapsing or the pavement from settling or cracking. Directional bore shall be at least 4 diameters under the pavement or 48 inches, whichever is greater. When the pipe is installed by boring and jacking, the leading edge of the pipe must always precede the auger. The tunnel backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids remaining around the installation. The concrete shall be composed of one part of Portland cement and 10 parts of sand-gravel by volume. Tunnel and boring pits shall be at least 10 feet from the edge of the pavement unless otherwise approved.
4. **CROSSING BY CUTTING GRAVEL ROADS:** All trenches are to be backfilled with approved material to within 12 inches of surface within the limits of the roadbed. Backfill methods will be as described in paragraph 2 above. All surplus excavated material will be disposed of as described in paragraph 1. The top 12 inches within the roadbed will be backfilled with processed road gravel (MDOT 22A or 23A). Trenches outside of the roadbed will be backfilled in accordance with paragraph 2 above.
5. **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is approved by the Road Commission, the pavement shall be cut so that the opening is a minimum of 5 feet wide and at least 1 foot wider on each side than the trench. In no case shall an open cut result in a remaining slab width of less than 5 feet from patch to an existing joint. The cut shall be made by sawing to a full pavement depth. Cuts in concrete residential and commercial drives shall be as above except that the patch width shall be a minimum of 3 feet and the remaining slab from patch to existing joint a minimum of 3 feet. Backfill shall be made with MDOT Class II granular material. After the backfill has been placed by control density method and thoroughly compacted, the pavement shall be replaced with a temporary surface of approved hot-mixed bituminous material and later replaced with new pavement of the original type and quality by the Permit Licensee unless other provisions are included in the permit.
6. **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than 4 feet of cover between the top of roadway surface and top of the pipe.
7. **TREE TRIMMING OR REMOVAL:** All trees that may be affected by the proposed construction shall be shown on the plans. The plan must clearly indicate which trees are proposed to be removed, trimmed and/or tunneled. This work, if approved, must be done in accordance with current Board standards, including advance notification of abutting property owners. Wood Disposal License Agreement(s) will be required for any tree work.
8. **DISPOSAL OF GROUND WATER:** Roadside drainage systems – open ditches, storm sewers, etc. – shall not be used for the disposal of water pumped from below the surface of the ground unless specifically allowed by the Road Commission. Details such as volume and frequency of discharge, erosion control, duration of use, NPDES permit and other pertinent information as may be required must be submitted with the application for such permission.
9. Any proposed operation in the right of way not covered by the above specifications, submitted with this application, shall be done in accordance with any additional specifications deemed necessary by the Board or as outlined in the Permit Rules, Specifications and Guidelines.

Date: December 13, 2023

To: Board of Trustees

From: Joseph G. Ferrari, Treasurer

Re: NO HAZ 2024 Agreement

Dear Board Members:

Enclosed is a cover letter, supporting Resolution, and a copy of the 2024 Interlocal Agreement for NO HAZ collection between Oakland County and Oxford Township, for your consideration for approval.

Motion #1 proposed below is to approve the 2024 Interlocal Agreement.

Motion #2 proposed below is to inform Oakland County that Oxford Township will not be charging a collection fee, as required by the 2024 Interlocal Agreement. The Township Board will have to provide the fee amount that will not be charged.

Motion #3 proposed below is a Resolution to approve the 2024 Interlocal Agreement and appoint a representative to the NO HAZ Advisory Board. A representative will need to be appointed as indicated in the motion.

If the Board is in favor, the following motions are requested for approval:

Motion #1

I move to accept the 2024 North Oakland County Household Hazardous Waste Interlocal Agreement between Oakland County and the Charter Township of Oxford as presented and authorize Supervisor Jack Curtis to sign the Agreement.

Motion #2 (per Section 11, page 7)

I move that the Charter Township of Oxford shall notify Oakland County that it WILL NOT charge a \$_____ participation fee per resident and that the cost for the participation shall be paid by the Charter Township of Oxford.

Motion #3

I move to approve the North Oakland Household Hazardous Waste Consortium Resolution as presented and hereby appoint _____ as the official representative for the Charter Township of Oxford to the NO HAZ Advisory Board for 2024.



OAKLAND
COUNTY MICHIGAN
ECONOMIC DEVELOPMENT
& COMMUNITY AFFAIRS

OAKLAND COUNTY EXECUTIVE DAVID COULTER

Bret Rasegan, Manager – Planning and Local Business Development
Office: (248) 858-5445 | raseganb@oakgov.com

November 21, 2023

Dear NoHaz Consortium member:

Attached please find the 2024 NoHaz program Interlocal agreement to be formally considered by your Board or Council during your December or January meetings.

A resolution is attached which approves the agreement as well as ensures that your community appoints a representative to the NoHaz Advisory Board. It also lists whether your community wishes to charge residents \$15, \$30 or to not charge them to participate in a collection event in 2024. If you need a resolution with a different amount, please contact Whitney Calio via the contact information below.

Please send the following back **no later than January 31, 2024**:

- **two** signed copies of the Interlocal Agreement (note that on page 13 you need to fill in an address)
- signed resolution
- copy of meeting minutes (draft minutes are acceptable)

Information should be sent to the following address:

Oakland County Economic Development
Attn: Whitney Calio
2100 Pontiac Lake Road, Bldg. 41W
Waterford, MI 48328-0409

Feel free to contact Whitney Calio at 248-858-2071 or at calio@oakgov.com if you need additional information, an adjusted resolution or if there is a problem in meeting the deadline. Thank you for your participation in the NoHaz program. I look forward to working with you next year.

Sincerely,

Bret Rasegan, Manager
Oakland County Planning and Local Business Development

**THE NORTH OAKLAND
HOUSEHOLD HAZARDOUS WASTE CONSORTIUM**

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Planning and Local Business Development Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

Now Therefore be it Resolved: That our community, _____, hereby approves the attached NoHaz Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we will not charge residents to participate in NoHaz events in 2024, and

Be it Further Resolved: That we hereby appoint _____ as our official representative to the NoHaz Advisory Board, to work with the Oakland County Planning and Local Business Development Division as needed to plan the NoHaz program for 2024.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the _____, at a regular meeting held on _____.

**NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE
INTERLOCAL AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CHARTER TOWNSHIP OF OXFORD**

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and Charter Township of Oxford, 300 Dunlap Road, Oxford, MI 48371 ("MUNICIPALITY"). In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.

2. PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the goals and objectives below.

3. GOALS OF THE PROGRAM:

- 3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.
- 3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. OBJECTIVES OF THE PROGRAM:

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection Program for household hazardous waste collection;
- 4.3 Promote knowledge of Program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills;
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

5. DEFINITIONS. The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:

- 5.1 **"ACCEPTABLE HAZARDOUS WASTE"** shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this Program.
- 5.2 **"ADMINISTRATIVE COSTS"** shall be defined as and may include any and all Program costs and expenses that are incurred and/or paid by the COUNTY in the administration of this Program. ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.
- 5.3 **"AGENT" OR "AGENTS"** of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected

officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.

- 5.4 “**AGREEMENT**” means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
- 5.4.1. **Exhibit A** (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
- 5.4.2. **Exhibit B** (Population statistics and estimates of percentage of total participation in Program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this Program for participating MUNICIPALITIES).
- 5.5 “**CLAIM(S)**” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 “**COLLECTION SCHEDULE**” means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2024-year Program in cooperation with the NoHaz Board.
- 5.7 “**COLLECTION SITE PROTOCOL**” shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update it as needed or as requested by the parties.
- 5.8 “**COUNTY**” means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities,

committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.

- 5.9 **"HAZARDOUS WASTE VENDOR"** shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 **"HAZARDOUS WASTE COLLECTION COSTS"** shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 **"MUNICIPALITY"** as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 **"NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD" ("NoHaz BOARD")** means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 **"PARTICIPATING MUNICIPALITY"** means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 **"PROGRAM HOST"** means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
6. **COUNTY RESPONSIBILITIES.** Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
- 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

- 6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to ensure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the contract in the event of default by the HAZARDOUS WASTE VENDOR.
- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents participating in a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz Program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. **MUNICIPALITY'S RESPONSIBILITIES**

- 7.1 Upon approval of this AGREEMENT, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the Program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household

hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event.

7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.

7.3.1 A MUNICIPALITY that had 125 participants or less at the 2023 NoHaz events will be assessed \$50.00 per collection event in 2024.

7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2023 NoHaz events will be assessed \$125.00 per collection event in 2024.

7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2023 NoHaz events will be assessed \$250.00 per collection event in 2024.

7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2024 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.

8. **MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES.** The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status. The MUNICIPALITY shall be solely and completely responsible for any and all liability for CLAIM(S) which are based upon, result from, arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation,

benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

9. **NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE.** Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
10. **MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS.** If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
11. **PARTICIPATION FEES.** A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. Each MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.
12. **FINANCIAL RESPONSIBILITIES**
 - 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the Program. The MUNICIPALITY shall repay the COUNTY in the following manner:
 - 12.1.1 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the Program. The MUNICIPALITY'S share of ADMINISTRATIVE COSTS under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the Program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served Program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the Program's total ADMINISTRATIVE COST. The second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents Program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents

participate in the Program and there are a total of 10,000 MUNICIPAL residents participating Program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

12.1.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.

12.1.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.

12.2 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

12.3 In the event any monetary sponsorships from businesses or other entities are received for the Program, the proceeds shall be split between the member MUNICIPALITIES using the same formula as is used to determine the portion of the administrative fee that each MUNICIPALITY is responsible for. This amount shall be deducted from the invoice that the COUNTY submits to the MUNICIPALITY.

13. MUNICIPALITY'S FAILURE TO PAY

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS UNDER AGREEMENT

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.
- 14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

15. HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY

- 15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:
- 15.1.1 The Contractor will protect, defend, and indemnify the County, Program Hosts, and all Participating Municipalities, together with their controllers, trustees, officers, agents, servants, volunteers, and

employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the County, Program Hosts or Participating Municipalities in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this Contract resulting in whole or in part from negligent and/or willful acts or omissions of the Contractor, or any sub-contractor, or any employee, agent or representative of the Contractor or subcontractor.

15.1.2 The indemnification rights and obligations contained in this Contract are in excess of and over and above any valid and collectible insurance rights/policies.

15.1.3 Contractor waives and releases all actions, liabilities, loss, and damage including any subrogated rights it may have against the County, Program Hosts or Participating Municipalities based upon any claim brought against the County, Program Hosts or Participating Municipalities by a Contractor Employee.

16. **LENGTH OF AGREEMENT.** This AGREEMENT shall become effective at 12:01 A.M., January 1, 2024 and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2024.

17. **TERMINATION OR CANCELLATION OF AGREEMENT.** Once the agreement commences (as described in section 16 above), the parties may only terminate this AGREEMENT as provided below:

17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the Program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this AGREEMENT.

17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this Program.

18. **SUSPENSION OF SERVICES.** Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD, the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 17. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
19. **LIMITATION OF LIABILITY.** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this Program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. The MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
20. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
21. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.
22. **DISCRIMINATION.** The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
23. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

24. **RESERVATION OF RIGHTS.** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
25. **FORCE MAJEURE.** Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
26. **IN-KIND SERVICES.** This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
27. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
28. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.
29. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.
30. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
31. **NOTICES.** Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express

delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.

31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:

31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

32. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

33. AGREEMENT APPROVAL AND AMENDMENT

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.

34. ENTIRE AGREEMENT. This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the

terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.

35. **CONCLUSION.** For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF, _____ hereby acknowledges that they have been authorized by a resolution of the _____, a certified copy of which is attached, to execute this AGREEMENT on behalf of the MUNICIPALITY and hereby accepts and binds the MUNICIPALITY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.

EXECUTED: _____ DATE: _____
Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

EXHIBIT A - 2024 Projected NoHaz Budget

2024 NoHaz Program Cost Details		
Collection Costs		\$5,500.00
Administration		\$500.00
Education and Outreach		\$12,000.00
TOTAL		\$18,000.00
2024 NoHaz Hazardous Waste Disposal and Recycling Costs		
Per Vehicle Fee (including computer & electronic waste and latex paint)		\$106.25*
<p><i>This Estimate is based on holding four collection events. If more communities join the program than are expected, or communities drop from the program, the number of collections may be adjusted accordingly. Additional collection events will increase the administrative fee by approximately \$2,500 each. Any additional collections will be agreed upon by the County and the NoHaz Advisory Board.</i></p> <p><i>*If the vendor deems a vehicle to have an excessive amount of waste, additional charges may apply.</i></p> <p><i>Vendor imposes a 600 car minimum per collection event. In the event a collection has fewer than 600 participants, the cost difference will be split between all member communities using the formula that is used to determine the administrative fee.</i></p>		

EXHIBIT B - 2024 Estimated Costs

Municipality	Population (2020 census)	% of NoHaz population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$15 or \$30 fee	total amount for program
			\$9,000.00			\$9,000.00	\$106.25		
Addison**	6,256	2.20%	\$198.38	129	3.38%	\$304.09	\$13,706.25	\$3,870.00	\$10,338.71
Clarkston*	928	0.33%	\$29.43	37	0.97%	\$87.22	\$3,931.25	\$555.00	\$3,492.90
Groveland*	5,912	2.08%	\$187.47	76	1.99%	\$179.15	\$8,075.00	\$1,140.00	\$7,301.62
Independence*	36,686	12.93%	\$1,163.31	688	18.02%	\$1,621.79	\$73,100.00	\$10,320.00	\$65,565.10
Lake Angelus	287	0.10%	\$9.10	22	0.58%	\$51.86	\$2,337.50	\$0.00	\$2,398.46
Oakland*	20,067	7.07%	\$636.32	401	10.50%	\$945.26	\$42,606.25	\$6,015.00	\$38,172.83
Orion*	38,206	13.46%	\$1,211.51	681	17.84%	\$1,605.29	\$72,356.25	\$10,215.00	\$64,958.05
Oxford	22,419	7.90%	\$710.90	781	20.46%	\$1,841.02	\$82,981.25	\$0.00	\$85,533.17
Pontiac	61,606	21.71%	\$1,953.52	119	3.12%	\$280.51	\$12,643.75	\$0.00	\$14,877.78
Rose	6,188	2.18%	\$196.22	77	2.02%	\$181.51	\$8,181.25	\$0.00	\$8,558.98
Springfield*	14,703	5.18%	\$466.23	255	6.68%	\$601.10	\$27,093.75	\$3,825.00	\$24,336.08
Waterford*	70,565	24.86%	\$2,237.61	552	14.46%	\$1,301.20	\$58,650.00	\$8,280.00	\$53,908.81
	283,823	100.00%	\$9,000.00	3,818	100.00%	\$9,000.00	\$405,662.50	\$44,220.00	\$379,442.50

* = Community charges participants \$15 each to participate in NoHaz events

** = Community charges participants \$30 each to participate in NoHaz events

(1.) **This is only an estimate.** Communities will be billed on actual use and participation based on which communities are under contract for 2024.

Participating communities listed above are preliminary and will be finalized in early 2024.

(2.) The cost per vehicle including collection of latex paint and electronic waste is \$106.25. The total administration fee is \$18,000.00, which includes 4 events.

(3.) The number of participants is estimated using the 2023 number of participants and adding 5% for member communities in 2023.

(4.) One or two people from each community are required to work at each of the collection events. Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate. A representative from each community is also needed to attend meetings 1-3 times per year. These costs are not factored into this estimate.

(5.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and

NoHaz Advisory Board and would result in additional administration costs of approximately \$2,500 per collection.

(6.) Vendor imposes a 600-car minimum per collection event. In the event a collection has fewer than 600 participants, the difference will be split between all member communities using the formula used to determine the administrative fee.

(7.) This estimate does not take into account any sponsorships that may be received for the program.

2023 NoHaz information for Oxford Township

Collections	Vehicles	TOTAL
		\$100.25
April 29 - Pine Knob Music Theatre	128	\$12,832.00
June 3 - Oxford Middle School	364	\$36,491.00
July 22 - Kensington Church	147	\$14,736.75
September 16 - Oakland County campus	105	\$10,526.25
TOTAL	744	\$74,586.00

Administrative fee	
Based on Population (\$7,500.00)	
Total Program Population	290,602
Your Population	22,419
% of Total Program Population	7.71%
Administration fee for Population	\$578.60
Based on Participants (\$7,500.00)	
Total Participants	3,739
Your Participants	744
% of Participants	19.90%
Administration fee for Participants	\$1,492.38
TOTAL ADMINISTRATION FEE	\$2,070.98

SURVEY RESULTS

65% of Oxford participants recycled computers/electronics.

26% of Oxford participants stated they were using the NoHaz program for the first time.

Approximately 99,934 pounds of materials were collected from Oxford residents in 2023.

COST OF 2023 PROGRAM

\$76,656.98

2023 total NoHaz costs per community

Municipality	Population (2020 census)	% of population	Admin fee based on population	Cars	% of participation	Admin fee based on # of cars	HHW disposal fee	Revenue from \$10/\$15 per car fee	Total CVT cost for program
			\$7,500.00			\$7,500.00	\$100.25		
Clarkston	928	0.32%	\$23.95	35	0.94%	\$70.21	\$3,508.75	\$525.00	\$3,077.91
Groveland	5,912	2.03%	\$152.58	72	1.93%	\$144.42	\$7,218.00	\$720.00	\$6,795.00
Independence	36,686	12.62%	\$946.81	655	17.52%	\$1,313.85	\$65,663.75	\$9,825.00	\$58,099.41
Lake Angelus	287	0.10%	\$7.41	21	0.56%	\$42.12	\$2,105.25	\$0.00	\$2,154.78
Oakland	20,067	6.91%	\$517.90	382	10.22%	\$766.25	\$38,295.50	\$5,730.00	\$33,849.65
Orion	38,206	13.15%	\$986.04	649	17.36%	\$1,301.82	\$65,062.25	\$9,735.00	\$57,615.11
Oxford	22,419	7.71%	\$578.60	744	19.90%	\$1,492.38	\$74,586.00	\$0.00	\$76,656.98
Pontiac	61,606	21.20%	\$1,589.96	113	3.02%	\$226.66	\$11,328.25	\$0.00	\$13,144.87
Rochester	13,035	4.49%	\$336.41	226	6.04%	\$453.33	\$22,656.50	\$0.00	\$23,446.24
Rose	6,188	2.13%	\$159.70	73	1.95%	\$146.43	\$7,318.25	\$0.00	\$7,624.38
Springfield	14,703	5.06%	\$379.46	243	6.50%	\$487.43	\$24,360.75	\$3,645.00	\$21,582.64
Waterford	70,565	24.28%	\$1,821.18	526	14.07%	\$1,055.09	\$52,731.50	\$7,890.00	\$47,717.77
	290,602	100.00%	\$7,500.00	3,739	100.00%	\$7,500.00	\$374,834.75	\$38,070.00	\$351,764.75

2023 NO HAZ statistics

Community	Total # of participants	% of total participants	% of respondents who were 1st time users of NO HAZ	% of respondents bringing computer or electronic waste
Clarkston	35	0.94%	57.14%	62.86%
Groveland Township	72	1.93%	41.67%	52.78%
Independence Township	655	17.52%	39.41%	62.44%
Lake Angelus	21	0.56%	19.05%	61.90%
Oakland Township	382	10.22%	30.53%	64.21%
Orion Township/Lake Orion	649	17.36%	22.02%	64.02%
Oxford Township and Village	744	19.90%	25.54%	64.59%
Pontiac	113	3.02%	34.51%	61.06%
Rochester	226	6.04%	21.17%	70.85%
Rose Township	73	1.95%	46.58%	50.68%
Springfield Township	243	6.50%	32.23%	59.09%
Waterford Township	526	14.07%	41.92%	61.85%
PROGRAM TOTALS	3,739	100%	31.59%	63.07%

Community	4/30/2022	6/4/2022	7/22/2022	9/8/2018	2022 TOTAL	2023 TOTAL	% difference
	County	Oxford	Kensington	County			
Addison	11	72	25	17	125		n/a
Brandon	26	62	34	35	157		n/a
Clarkston						35	n/a
Groveland	16	19	19	18	72	72	0.0%
Independence	190	84	117	169	560	655	17.0%
Lake Angelus	11	2	2	14	29	21	-38.0%
Oakland	77	72	81	71	301	382	27.0%
Orion	283	321	454	279	1337	649	-52.0%
Oxford	80	361	134	94	669	744	11.0%
Pontiac	60	13	24	46	143	113	-25.0%
Rochester	70	43	61	66	240	226	-6.0%
Rose	12	4	24	21	61	73	19.0%
Springfield	74	23	24	65	186	243	30.0%
Waterford	206	45	74	230	555	526	-6.0%
Other	20	20	16	18	70	38	
TOTALS	1136	1141	1089	1143	4505	3777	-17.0%

Community	4/29/2023	6/3/2023	7/22/2023	9/16/2023	2023 TOTAL	% of total
	Pine Knob	Oxford M.S.	Kensington	County		
Clarkston	18	6	3	8	35	0.94%
Groveland	32	13	14	13	72	1.93%
Independence	335	73	113	134	655	17.52%
Lake Angelus	5	2	3	11	21	0.56%
Oakland	70	85	131	96	382	10.22%
Orion	189	129	197	134	649	17.36%
Oxford	128	364	147	105	744	19.90%
Pontiac	21	10	23	59	113	3.02%
Rochester	34	48	84	60	226	6.04%
Rose	27	8	15	23	73	1.95%
Springfield	120	35	35	53	243	6.50%
Waterford	166	55	74	231	526	14.07%
Other	8	6	16	8	38	1.02%
TOTALS	1153	834	855	935	3777	100.00%

2023 weights collected by material

Item	29-Apr	3-Jun	22-Jul	16-Sep	TOTAL
	pounds	pounds	pounds	pounds	pounds
Flammable Liquid	4,813	3,585	3,395	4,081	15,874
Oil Based Paint	9,431	5,304	6,651	4,579	25,965
Latex Paint	52,560	32,200	29,680	36,405	150,845
Aerosol Cans	3,500	2,197	2,311	2,455	10,463
Acidic Products	682	448	229	620	1,979
Caustic/Basic Products	583	652	720	506	2,461
Oxidizers	120	72	142	145	479
Neutral/Toxic Products	7,194	5,829	4,965	6,124	24,112
Herbicides & Pesticides	4,116	2,643	2,916	2,907	12,582
Oil	12,269	9,133	7,829	9,633	38,864
Antifreeze	3,562	2,687	1,484	2,799	10,532
Fire Extinguishers & Propane Cylinders	3,260	2,648	1,758	2,648	10,314
Expired Medicines	171	119	106	210	606
Medical Waste Sharps	443	555	439	480	1,917
Electronic Equipment	49,097	33,730	38,910	43,070	164,807
Automotive Batteries	5,829	5,005	2,920	4,406	18,160
Household Batteries	3,388	2,552	3,889	2,243	12,072
Fluorescent Lamps	1,454	591	960	877	3,882
Lithium Batteries	229	118	83	189	619
Mercury Devices	10	7	7	9	33
Reactives	39	14	15	16	84
PCB Ballasts	36	130	0	87	253
Smoke Detectors	154	111	59	97	421
TOTALS	162,940	110,330	109,468	124,586	507,324
Number of cars	1,153	834	855	935	3,777
Weight per car	141	132	128	133	134

2023



Year-End REPORT



NoHaz.com
(248) 858-5656

OAKLAND
COUNTY MICHIGAN
ECONOMIC DEVELOPMENT
DAVID COULTER
OAKLAND COUNTY EXECUTIVE

NoHaz Program

The NoHaz Consortium is a group of Oakland County communities that have been collaborating since 2003 to provide residents with a safe, reliable and environmentally responsible way to dispose of household hazardous waste (HHW). These wastes are the substances in your home that can be harmful to humans and the environment if not disposed of or recycled properly. Each year, NoHaz schedules collection events to provide disposal opportunities for residents of the member communities.

The NoHaz website provides residents with additional information on the events, registration, alternative disposal options and a list of materials that are accepted at collection events: NoHaz.com

2023 Highlights



507,324 LBS
OF HHW COLLECTED



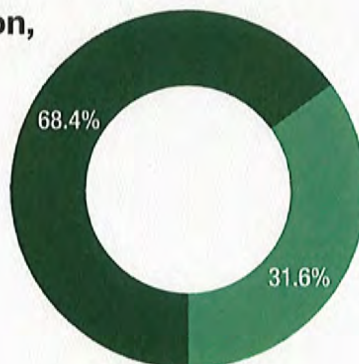
14 COMMUNITIES
PARTICIPATED



3,776 TOTAL
PARTICIPANTS

At the time of event registration, participants are asked the following questions:

Is this your first time attending a NoHaz event?



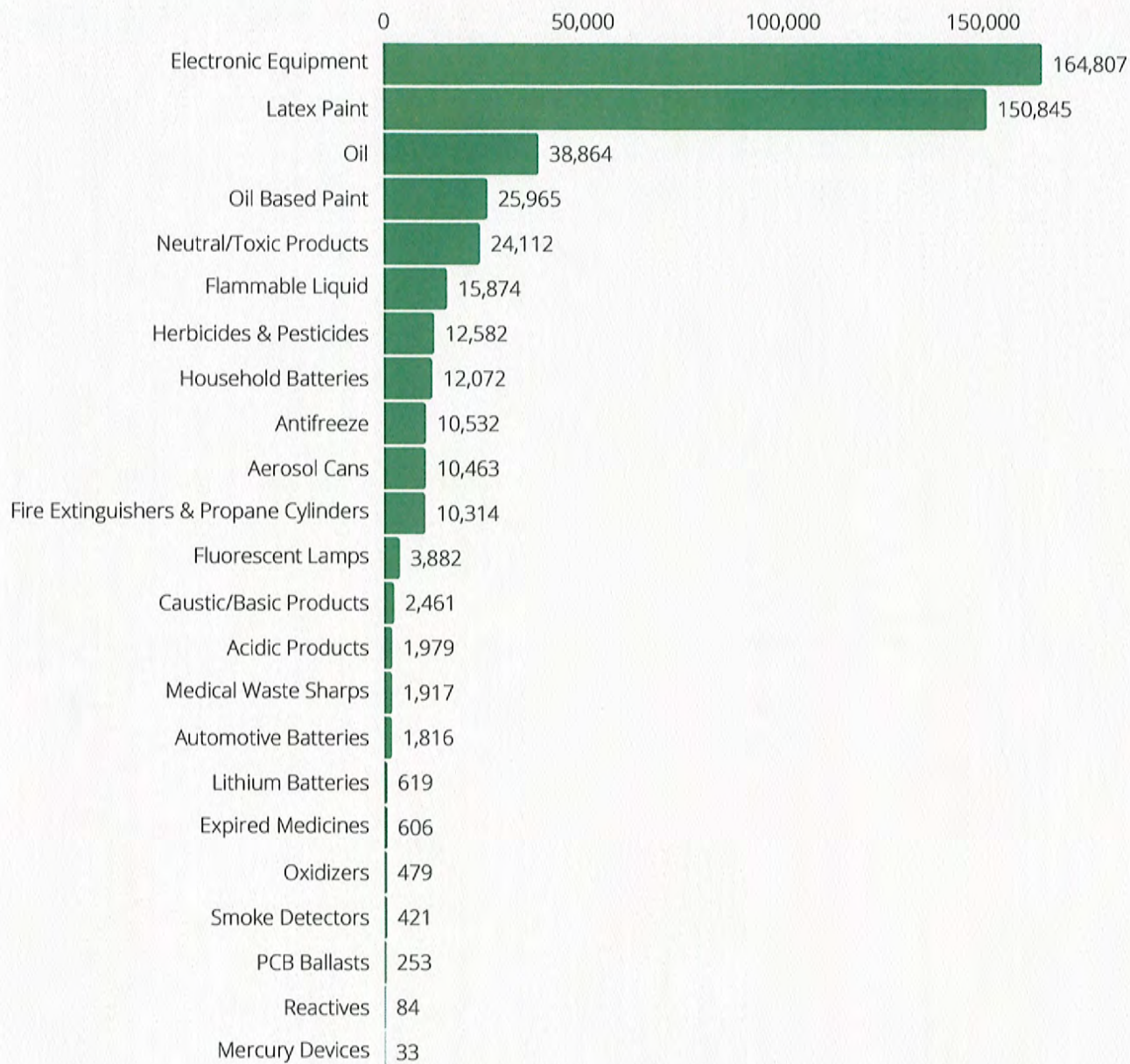
FIRST-TIME PARTICIPANTS
RETURNING PARTICIPANTS

Will you be dropping off computer or electronic waste?



63% OF PARTICIPANTS
BROUGHT COMPUTER AND/OR
ELECTRONIC WASTE

Total Hazardous Waste Collected by Type—2023 (In Pounds)



164,807 LBS
OF ELECTRONICS



150,845 LBS
OF LATEX PAINT

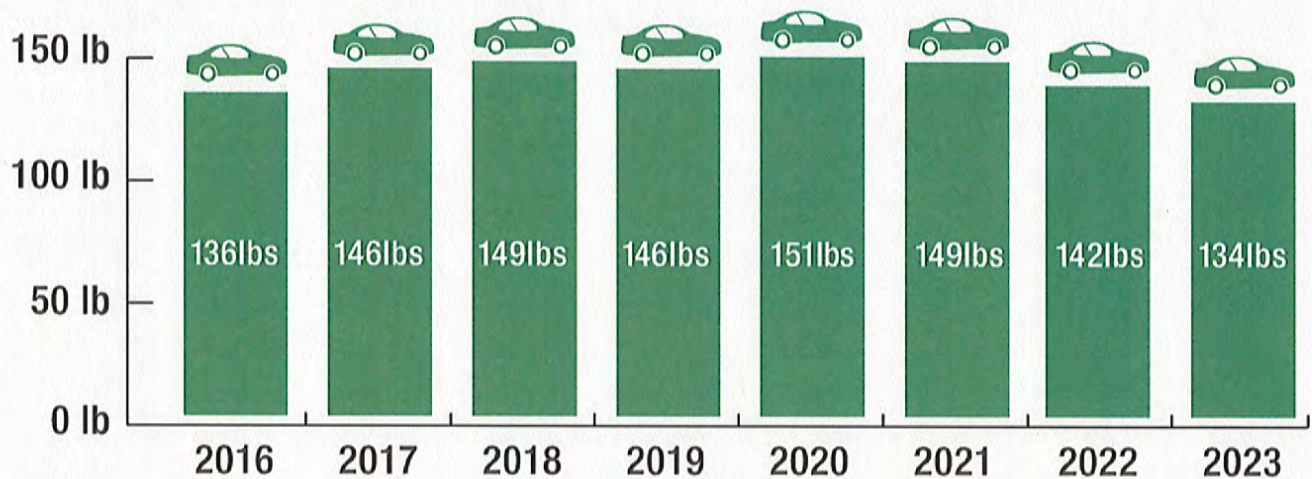


38,864 LBS
OF OIL



25,965 LBS
OF OIL BASED PAINT

Hazardous Waste Weights Per Car—2016-2023



The average weight of household hazardous waste per vehicle for 2023 was **134 pounds**.

Hazardous Waste Collected To Date—2003-2023



NoHaz Survey Response – 2023



Over 99% of survey respondents indicated their experience at NoHaz was **Good** or **Excellent**.

“Great employees! So friendly! So efficient! Quick flow through. Very organized!”

“AWESOME benefit to our community. Everyone is helpful, and it’s better for our environment. Win, win, win!”

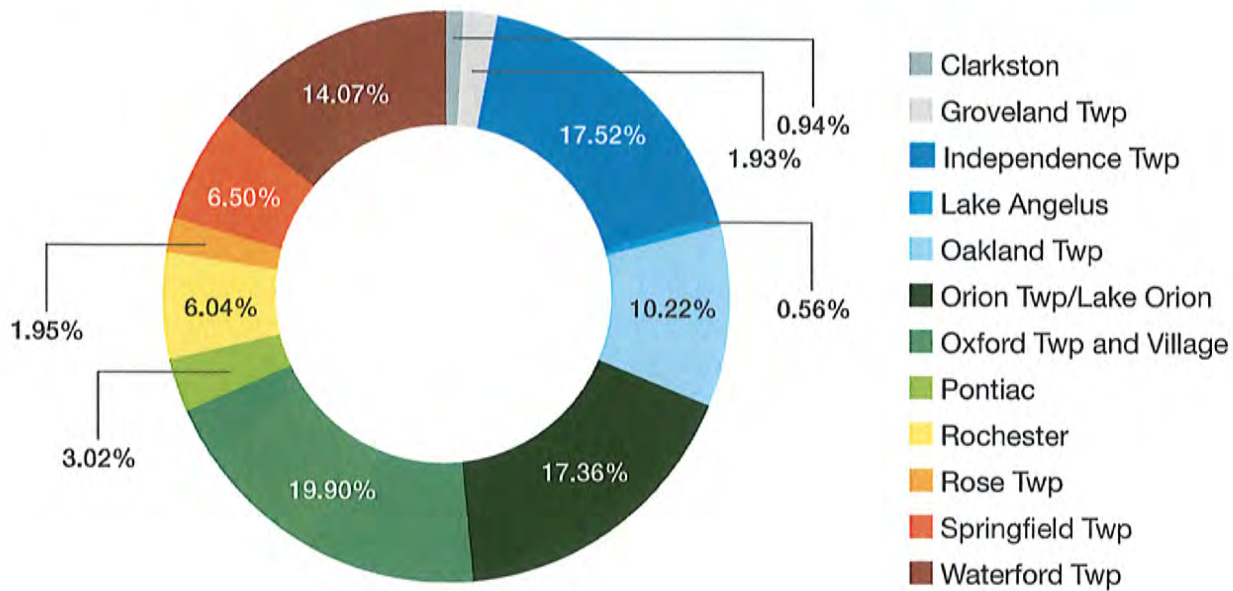
Survey respondents gave an **average of 9.25 out of 10** to indicate how important the NoHaz service was to them.



“The consistent professionalism. Grateful to be able to utilize this service and keep these hazards out of landfills.”

“This function provided me with the opportunity to dispose of household hazardous materials in a safe, well-thought-out fashion. Everyone who spoke to me on the day of the event was friendly, knowledgeable, helpful, and hard-working. They made the experience extremely positive.”

Participant Percentages by Community – 2023



COMMUNITY	TOTAL # OF PARTICIPANTS	% OF TOTAL PARTICIPANTS	% OF RESPONDENTS WHO WERE 1ST TIME USERS OF NO HAZ	% OF RESPONDENTS BRINGING COMPUTER OR ELECTRONIC WASTE
Clarkston	35	0.94%	57.14%	62.86%
Groveland Township	72	1.93%	41.67%	52.78%
Independence Township	655	17.52%	39.41%	62.44%
Lake Angelus	21	0.56%	19.05%	61.90%
Oakland Township	382	10.22%	30.53%	64.21%
Orion Township/Lake Orion	649	17.36%	22.02%	64.02%
Oxford Township and Village	744	19.90%	25.54%	64.59%
Pontiac	113	3.02%	34.51%	61.06%
Rochester	226	6.04%	21.17%	70.85%
Rose Township	73	1.95%	46.58%	50.68%
Springfield Township	243	6.50%	32.23%	59.09%
Waterford Township	526	14.07%	41.92%	61.85%
PROGRAM TOTALS	3,739	99%	31.59%	63.07%

*38 participants from a non-member community utilized the NoHaz Program. They are not factored into the above totals.

What Happens to the Household Hazardous Waste Collected at the NoHaz Events?

Depending on the material type, the following methods are used to treat and manage the waste collected:



RECYCLING

Some materials are recycled or reprocessed for use.



STABILIZATION

Some waste goes through a chemical reaction which renders it inert. It is no longer a leachable hazardous waste.



AUTOCLAVE

Steam disinfection which kills off any active cultures is used for sharps.



ENERGY RECOVERY

Some waste is blended and used as fuel in lieu of coal or oil in cement kilns.



DESTRUCTIVE INCINERATION

Some waste is thermally destroyed in a hazardous waste incinerator. No value is received from this destruction (unlike energy recovery).



LANDFILL

Some items, which are unable to be treated by another method, are sent to a hazardous waste landfill.

Average Price Per Vehicle

Cost per vehicle to safely dispose of the household hazardous waste collected is \$104.26

Additional Information

The NoHaz website provides residents with additional information on the events, registration, alternative disposal options and a list of materials that are accepted at collection events: NoHaz.com

In addition, Oakland County encourages residents to seek alternative disposal options for some items that are commonly brought to NoHaz events. Although these items are accepted at NoHaz, you can also dispose of them by other means. Visit NoHaz.com for alternate disposal options for these and other items:

- Prescription Medications
- Latex Paint
- Motor Oil and Automotive Batteries

Date: December 13, 2023

To: Board of Trustees

From: Rod Charles, Trustee

Re: Website Discussion

Dear Board Members:

At previous Township Board Meetings there were comments indicating the Oxford Township website needed to be updated.

If there is a need to create a Website Committee the following motion is offered for consideration:

I move to appoint _____ to a website committee to improve the current Oxford Township website and report back to the Oxford Township Board of Trustees on a monthly basis on the progress with any recommendations for the Oxford Township Board of Trustees consideration of approval.

Date: December 13, 2023

To: Board of Trustees

From: Water and Sewer Committee
(*Jack Curtis, Jon Nold, Curtis Wright*)

Re: 1125 Woodbriar Court Water Bill Adjustment Request

Dear Board Members:

At the October 11, 2023 Meeting, the Township Board approved to adjust the water bill for 1125 Woodbriar Court in the amount of \$368.05. Since then, the owner of 1125 Woodbriar Court provided the attached email with additional information requesting to reconsider the decision.

In summary:

\$850.71 = August 2023 Water Bill
(\$114.62) = Adjusted August 2023 Water Bill per Oakland County Water Resources Commission
\$736.09 = Additional water cost for excessive use (*leaking sprinkler line*)
50% = Credit Percentage approved by the Township Board (*10/11/2023 Meeting*)
\$368.05 = Dollar amount approved by the Township Board (*10/11/2023 Meeting*)

\$368.04 = Remaining additional water cost for excessive use
\$114.62 = Adjusted August 2023 Water Bill per Oakland County Water Resources Commission
\$482.66 = Remaining August 2023 water bill to be paid

In addition to the November 15, 2023 email, attached is the same information provided in the October 11, 2023 Township Board Meeting packet for your review:

- 1125 Woodbriar Court Homeowner letter
- Sprinkler line repair invoice
- WRC water bill adjustment sheet
- 1125 Woodbriar Court water usage history from February 2022 to present
- WRC Water Loss Policy

If the Township Board is in favor to further adjust the water bill for 1125 Woodbriar Court, the following motion is offered for consideration:

I move to further adjust the water bill dated August 8, 2023 for the property located at 1125 Woodbriar Court due to reported water loss with an additional credit in the amount of \$_____. Any future requests for other water loss adjustments will be addressed on a case-by-case basis.

Curtis Wright

From: Michelle Brisbon <kbrisbon1@aol.com>
Sent: Wednesday, November 15, 2023 6:59 PM
To: Jack Curtis
Cc: Curtis Wright
Subject: Fw: Water Bill Dispute -1125 Woodbriar Ct.

----- Forwarded Message -----

From: Michelle Brisbon <kbrisbon1@aol.com>
To: jcustis@oxfordtownship.org <jcustis@oxfordtownship.org>
Cc: cwright@oxfordtownship.org <cwright@oxfordtownship.org>
Sent: Wednesday, November 15, 2023 at 06:55:42 PM EST
Subject: Water Bill Dispute -1125 Woodbriar Ct.

Hello Mr. Curtis,

Thank you for taking my call on yesterday. Please have the board re-review my high water bill for the month of August. My bill averages \$125.00 per month based on 3 year average. We had an extremely high bill due to a sprinkler which has been repaired this summer. Please review again with the board to lower the \$850.71 bill, due to our current situation. My husband has been battling brain cancer since April 2022 and as of his last surgery in June 2023 I have not been working and cannot afford a \$600.00 water bill. We spend the majority of this summer in the hospital and we were unaware of a leak until we received the bill. I appreciate anything you can do to increase the adjusted amount for the August statement.

Sincerely,
Michelle Brisbon

From: [Michelle Brisbon](#)
To: [WRC Billing](#)
Subject: Water Loss Adjustment
Date: Thursday, August 24, 2023 3:45:46 PM
Attachments: [sprinkler repair 2023.pdf](#)

CAUTION: This message is from a sender outside of the Oakland County organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am requesting a water loss adjustment for my bill, at 1125 Woodbriar Ct. Oxford Mi.

We received a \$850.71 water bill for the period of 5-9-23- 8-7-23 which was extremely high, when our normal water bill is about \$122 or less. So, I called the water department and spoke with Melissa, and she ran through some questions with me, and told me that it sounds like we have a leak, and to find out where. So, I called a friend over to look at, and he said he thought it was something to do with my sprinkler system, but was not sure, and recommended that I call a Sprinkler company to check it out. The company (Simply Sprinklers) found the problem and fixed it. Water was running due to leak in the Main Line. (See attached bill)

Please let me know, what amount I will have to pay for my water bill that is due on 9-11-23?

Sincerely,

Michelle Brisbon

Michelle Brisson
 1125 Woodbrar Ct
 Oxford MI 48371

PHONE #
 MISS DIG #

CUSTOM LANDSCAPES

SIMPLY SPRINKLERS

RESIDENTIAL & COMMERCIAL

44 S. Elba Rd. • Lapeer, MI 48446

810.664.2793

- Sprinkler Systems
- Boulders • Brick Pavers
- Outdoor Landscape Lighting
- Sod • Seeding
- Drain Tile
- Paver Walkways

SERVICE/IRRIGATION WINTERIZED		TOTAL
DUE REPAIR		20 ^{.-}
1/2 SPIGNET (BASEMENT)		10 ^{.-}
4" MISTOL (BRONHOFF)		20 ^{.-}
SITES REPAIR TIME	SUBTOTAL	50. ⁰⁰
WATER RUNNING DUE TO LEAK IN MAIN LINE.	LABOR	250. ⁰⁰
	TOTAL	300. ⁰⁰

WATER BILL ADJUSTMENT

Address 1125 WOODBRIAR Date 08/29/2023
 Acct. No. 12580 Cycle / CVT 261 / Oxford Twp Adj Type 5
 Journal ID BJ 4006 Cons Month 8/23

Originally Billed As:

Adjust To:

ADJUSTMENT:

		Consumption	(Average cons at retail) (Cons over avg at wholesale)				Consumption	
		298 ✓	Consumption	Consumption	Totals			Consumption
			22		22 ✓			(276)
Water Base	WBASE	\$ 23.81 ✓	WBASE	\$ 23.81		\$ 23.81 ✓	WBASEA	\$ -
Water Cons	WCONS	449.12 ✓	WCONS	\$ 11.11		11.11 ✓	WCONSA	(438.01)
Water Debt Service Flat*	WDEBTF	52.50 ✓	WDEBTF	\$ 52.50		52.50 ✓	WDEBTF	-
Wa DS Non-Op Mtrd Over Base	WDSNMB	-	WDSNMB			-	WDSNMB	-
Water DS Non-Op Base	WDSNOB	-	WDSNOB			-	WDSNOB	-
Wa Emerg Repair Reserve Base	WERRB	-	WERRB			-	WERRB	-
Wa Emerg Repair Reserv Metered	WERRM	-	WERRM			-	WERRM	-
Water Meter Maintenance	WMM__	3.45 ✓	WMM__	\$ 3.45		3.45 ✓	WMM__	-
Wa Capital Imp Reserve Base	WSI B	11.79 ✓	WSI B	\$ 11.79		11.79 ✓	WSI B	-
Wa Cap Imp Resv Mtrd Over Base	WSIMTD	222.72 ✓	WSIMTD	\$ 5.51		5.51 ✓	WSIMTD	(217.21)
Water Maint Resv Metered	WMNTRM	82.92 ✓	WMNTRM	\$ 2.05		2.05 ✓	WMNTRM	(80.87)
Water Base Maint Reserve	WMNTRB	4.40 ✓	WMNTRB	\$ 4.40		4.40 ✓	WMNTRB	-
		-				-		-
		-				-		-
TOTAL		\$ 850.71	TOTALS			\$ 114.62 ✓	TOTAL	\$ (736.09) ✓

*Due to Oxford

REASON FOR ADJUSTMENT: WATER LOSS. ADJUSTING ALL METERED COMPONENTS TO AVERAGE.

Adjustment made by: T. FALZARANO

Audited by: KK

Change read to: N/A

Authorized by: Katy Krumm

ACCOUNT# 12580 - 1125 WOODBRIAR CT									
Jour no	Meter no	Mtyr period	Read date	Read type	Reading	Usage (ccf)	Bill Amount	Bill Date	
BJ	4006	48132491	Aug-23	8/7/2023	MR	4829	298	\$ 850.71	8/8/2023
BJ	3959	48132491	May-23	5/9/2023	MR	4531	25	\$ 122.62	5/10/2023
BJ	3908	48132491	Feb-23	2/6/2023	MR	4506	32	\$ 141.29	2/8/2023
BJ	3860	48132491	Nov-22	11/9/2022	MR	4474	95	\$ 309.31	11/10/2022
BJ	3810	48132491	Aug-22	8/9/2022	MR	4379	8	\$ 95.95	8/10/2022
BJ	3761	48132491	May-22	5/10/2022	MR	4371	18	\$ 103.95	5/11/2022
BJ	3710	48132491	Feb-22	2/7/2022	MR	4353	13	\$ 95.95	2/8/2022

Oakland County Water Resources Commissioner Work Instruction CS-2024	DATE: 04/12/2023	Doc. File Name:
	REV.#: RELEASE	Customer Bill Adjustments Due to Water Loss – Procedure.doc
	TITLE: Billing Adjustments for Customer Water Loss	APPROVED BY: Kelsey Cooke, Manager & Chief Legal Officer
		Management Representative

1.0 Purpose

To document the process of customer bill adjustments due to water loss.

2.0 Scope

2.1 Unless otherwise directed by a WRC water and/or sewer customer community, this procedure applies to all WRC customer communities for which water and/or sewer billing is included in the scope of services. Customer bill adjustments will be made for qualifying residential properties pursuant to this procedure. Commercial properties are outside the scope of this procedure but may be considered on a case-by-case basis.

2.2 Customer bill adjustments for accounts with service addresses located within the Charter Township of Oxford must be forwarded to the attention of the Oxford Township Clerk and will be placed on the next agenda of the Oxford Water and Sewer Committee for consideration and approval.

3.0 Definitions

3.1 "Water loss" includes the physical escape of water from the pressurized piping system of a residential property which may occur due to a leak or damage to the water supply system.

3.2 "Normal usage" is determined by reviewing historical consumption usage over a three-year period, corresponding to the same comparative billing period(s). If a three-year historical consumption period for a customer is not available, the best available comparative water consumption data will be considered to determine normal usage.

4.0 Responsibilities

The Billing Services Unit (BSU) is responsible for executing this procedure as outlined below.

5.0 Procedure

5.1 Billing Adjustments

Billing adjustments will be made by the BSU in the following circumstances.

5.1.1 Leaks:

If a customer experiences water loss due to a leak, and the cause of the leak is subsequently repaired or resolved, customers are eligible for a billing adjustment in accordance with section 5.2. Customers should submit documentation that the leak was repaired by providing a paid labor and material invoice or written confirmation that the leak was repaired with the corresponding material invoice(s). However, where a leak

Oakland County Water Resources Commissioner Work Instruction CS-2024	DATE: 04/12/2023 REV.#: RELEASE	Doc. File Name: Customer Bill Adjustments Due to Water Loss – Procedure.doc
	TITLE: Billing Adjustments for Customer Water Loss	APPROVED BY: Kelsey Cooke, Manager & Chief Legal Officer Management Representative

repair can be determined by reviewing consumption history, documentation of repair is not required.

5.1.2 Unexplained Increase in Water Usage:

In the event of an unexplained increase in water usage during a billing cycle that subsequently returns to normal usage in later billing periods, customers are eligible for a billing adjustment in accordance with Section 5.2. The unexplained increase should exceed at least two times the “normal” usage when compared to usage during similar billing periods. The adjustment is based on the same quarter in the billing period for the previous three years so customers who have high bills due to irrigation use each summer, for example, would not qualify for a bill adjustment due to this use.

5.1.3 Notification and Resolution Requirements:

To qualify for a billing adjustment due to reasons set forth in sections 5.1.1 or 5.1.2, above, a customer should notify BSU within three (3) months of the high water bill and should resolve the high water bill within three (3) months of the notification. Diligent repair efforts exceeding three months will be considered.

5.1.4 Adjustments Post-Property Transfer:

Billing adjustments due to water loss will not be granted in situations arising out of a real estate sale or transfer. Outstanding water bills should be addressed at the time of a real estate closing.

5.2. Billing Adjustment Calculations

- 5.2.1 If a customer is eligible for a billing adjustment due to a leak (5.1.1) or unexplained increase in water usage (5.1.2), the amount of the adjustment will be calculated to reflect typical or average usage.
- 5.2.2 Late fees that were applied to the bill during the time the water loss occurred, and subsequent late fees incurred while the adjustment is being processed, will be credited to the account.
- 5.2.3 Adjustments will be made for the duration of time that the leak was present.
- 5.2.4 Adjustments will be considered as a non-operating expense and will not impact water and sewer system rates.
- 5.2.5 Performance metrics that track billing adjustments made under this procedure will be documented in accordance with the Water Loss Adjustment Summary and provided to the appropriate WRC Manager and to the CVT authorized representative, upon request, on a quarterly basis.

6.0 Related Documents

Oakland County Water Resources Commissioner Work Instruction CS-2024	DATE: 04/12/2023 REV.#: RELEASE	Doc. File Name: Customer Bill Adjustments Due to Water Loss – Procedure.doc
	TITLE: Billing Adjustments for Customer Water Loss	APPROVED BY: Kelsey Cooke, Manager & Chief Legal Officer
		Management Representative

- 6.1 Water Loss Adjustment Summary – Excel spreadsheet
- 6.2 Customer Complaint – High Bill Procedure flowchart

Change Record

Revision	Date	Responsible Person	Description of Change
New Work Instruction	4/12/2023	Legal/Document Control Person	Release

Date: December 13, 2023

To: Board of Trustees

From: Water and Sewer Committee
(*Jack Curtis, Jon Nold, Curtis Wright*)

Re: Sewer Rates and Fees Resolution

Dear Board Members:

With changes in the fees and rates to become effective in 2024, the current Resolution supporting the Sewer Ordinance will require some amendments.

Attached is a red-lined copy of the proposed amendments to the existing Sewer Resolution and a clean copy of the Resolution recommended for approval.

Also, attached is the existing Resolution to be amended.

If the Township Board is in favor, the following motion is offered for consideration:

I move to approve the Resolution updating the fees and rates regarding Article III - Sewers and Sewage Disposal - of Chapter 62 of the Oxford Charter Township Code as presented.

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION

**REGARDING ARTICLE III OF CHAPTER 62 OF
THE OXFORD CHARTER TOWNSHIP CODE**

SEWERS AND SEWAGE DISPOSAL

1. WHEREAS, Section 62-81 of the Oxford Charter Township Code provides for the creation of a sewer "Area" or "District".

NOW THEREFORE BE IT RESOLVED, that the sewer "Area" or "District", referenced in Section 62-81 of the Oxford Charter Township Code shall be depicted in Appendix A of Article III of Chapter 62 of the Oxford Charter Township Code.

2. WHEREAS, Section 62-83(c)(1) of the Oxford Charter Township Code provides that an applicant for extension of the Sewer System shall pay into escrow an amount sufficient to cover the cost of professional review of plans and specifications for extension of the Sewer System.

NOW THEREFORE BE IT RESOLVED, that the amount of such escrow required pursuant to Section 62-83(c)(1) shall be: \$1,500.00.

3. WHEREAS, Section 62-83(k)(1) of the Oxford Charter Township Code requires an applicant proposing construction of an extension of the Sewer System or a connection to the Sewer System to provide a Surety or Cash Bond to insure reconstruction of any and all disturbances to facilitate the construction or extension.

NOW THEREFORE BE IT RESOLVED, that a Surety or Cash Bond shall be in the amounts set forth below:

- A. For connection of one premise: Surety or Cash Bond in the amount of \$2,500.00 in favor of the Township of Oxford.
- B. For connection of two or more premises: Surety or Cash Bond in the amount of \$5,000.00 in favor of the Township of Oxford.

4. WHEREAS, Section 62-83(k)(2) of the Oxford Charter Township Code requires an applicant for any Sewer System construction or connection to a Premises to provide a prepaid liability insurance policy insuring the Charter Township of Oxford ("Township" hereafter) for all claims of property damage or personal injury relating to sewer construction.

NOW THEREFORE BE IT RESOLVED, that the amount of such liability insurance shall be in the amounts as set forth below:

Bodily Injury:	Each occurrence \$500,000.00.
Aggregate:	\$500,000.00
Property Damage:	Each occurrence \$100,000.00
Aggregate:	\$100,000.00

5. WHEREAS, Section 62-82 and 62-83(m)(1) of the Oxford Charter Township Code provides for inspection fees to cover the cost of inspection of any extension and/or connection of the Sewer System.

NOW THEREFORE BE IT RESOLVED, that the Inspection Fee shall be the amount set forth below:

\$50.00 per permit plus \$5.00 mileage for one inspection. Each additional inspection shall be \$50.00 reinspection fee plus \$5.00 mileage. In addition, the Township will collect any such fee charged by the County of Oakland for their inspections.

6. WHEREAS, Section 62-111(a) of the Oxford Charter Township Code provides for a Base Connection Charge to the Sewer System to be multiplied against the Unit Factor assigned to a particular Premises, and further provides for a Base Connection Charge for single family homes where the sewer laterals have been paid for from private owners.

NOW THEREFORE BE IT RESOLVED, that such Base Connection Charge shall be in the amount set forth below:

- A. All premises shall be charged a minimum of ~~Five Six~~ Thousand Dollars ~~(\$5,000.00)~~ **(\$6,000.00)**.

7. WHEREAS, Section 62-111(a) of the Oxford Charter Township Code provides that the Township Board of Trustees shall adopt by reference a standard Unit Factor Schedule.

NOW THEREFORE BE IT RESOLVED, that the Township hereby adopts the Unit Factor Schedule which will be attached to Article III, Chapter 62 of the Oxford Charter Township Code as Appendix B.

8. WHEREAS, Section 62-111(b) of the Oxford Charter Township Code provides for a charge to be paid quarterly for usage of the Sewer System, and further that such charge be an amount multiplied against the Premises' assigned Unit Factor each quarter.

NOW THEREFORE BE IT RESOLVED, that such quarterly usage charge shall be in the amount of ~~\$110.00~~ **\$143.00** multiplied against each Unit Factor.

9. WHEREAS, Section 62-111(c) of the Oxford Charter Township Code provides for a metered determination of sewer usage charges.

NOW THEREFORE BE IT RESOLVED, that metered sewer usage charges shall be determined based on a rate of ~~\$39.49~~ \$50.95 per one thousand cubic feet of sewer usage.

10. WHEREAS, Section 62-111(d)(2) of the Oxford Charter Township Code provides that existing Premises may pay sewer Connection Charges over a five (5) year period, and that the Township may charge interest on the outstanding principal balance.

NOW THEREFORE BE IT RESOLVED, that the said interest rate pursuant to Section 62-111(d)(2) shall be the amount of (i) eight (8) percent per annum, reflecting an interest rate one percent above that rate born by outstanding bond obligations pursuant to MCL 41.727(3) and MCL 141.2507, or (ii) such lesser interest rate that is the maximum interest rate permitted by law.

MOVED BY:
AYES:
NAYS:
ABSENT:

SECONDED BY:

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on the ___ day of _____, 2023.

Curtis Wright, Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, Curtis Wright, CMC, duly elected Clerk of the Charter Township of Oxford, do hereby certify that the foregoing is a complete and true copy of a Resolution adopted by the Charter Township of Oxford at a meeting of the Board of Trustees held on the ___ day of _____, 2023.

Curtis Wright, Clerk

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

RESOLUTION

**REGARDING ARTICLE III OF CHAPTER 62 OF
THE OXFORD CHARTER TOWNSHIP CODE**

SEWERS AND SEWAGE DISPOSAL

1. WHEREAS, Section 62-81 of the Oxford Charter Township Code provides for the creation of a sewer "Area" or "District".

NOW THEREFORE BE IT RESOLVED, that the sewer "Area" or "District", referenced in Section 62-81 of the Oxford Charter Township Code shall be depicted in Appendix A of Article III of Chapter 62 of the Oxford Charter Township Code.

2. WHEREAS, Section 62-83(c)(1) of the Oxford Charter Township Code provides that an applicant for extension of the Sewer System shall pay into escrow an amount sufficient to cover the cost of professional review of plans and specifications for extension of the Sewer System.

NOW THEREFORE BE IT RESOLVED, that the amount of such escrow required pursuant to Section 62-83(c)(1) shall be: \$1,500.00.

3. WHEREAS, Section 62-83(k)(1) of the Oxford Charter Township Code requires an applicant proposing construction of an extension of the Sewer System or a connection to the Sewer System to provide a Surety or Cash Bond to insure reconstruction of any and all disturbances to facilitate the construction or extension.

NOW THEREFORE BE IT RESOLVED, that a Surety or Cash Bond shall be in the amounts set forth below:

- A. For connection of one premise: Surety or Cash Bond in the amount of \$2,500.00 in favor of the Township of Oxford.
- B. For connection of two or more premises: Surety or Cash Bond in the amount of \$5,000.00 in favor of the Township of Oxford.

4. WHEREAS, Section 62-83(k)(2) of the Oxford Charter Township Code requires an applicant for any Sewer System construction or connection to a Premises to provide a prepaid liability insurance policy insuring the Charter Township of Oxford ("Township" hereafter) for all claims of property damage or personal injury relating to sewer construction.

NOW THEREFORE BE IT RESOLVED, that the amount of such liability insurance shall be in the amounts as set forth below:

Bodily Injury:	Each occurrence \$500,000.00.
Aggregate:	\$500,000.00
Property Damage:	Each occurrence \$100,000.00
Aggregate:	\$100,000.00

5. WHEREAS, Section 62-82 and 62-83(m)(1) of the Oxford Charter Township Code provides for inspection fees to cover the cost of inspection of any extension and/or connection of the Sewer System.

NOW THEREFORE BE IT RESOLVED, that the Inspection Fee shall be the amount set forth below:

\$50.00 per permit plus \$5.00 mileage for one inspection. Each additional inspection shall be \$50.00 reinspection fee plus \$5.00 mileage. In addition, the Township will collect any such fee charged by the County of Oakland for their inspections.

6. WHEREAS, Section 62-111(a) of the Oxford Charter Township Code provides for a Base Connection Charge to the Sewer System to be multiplied against the Unit Factor assigned to a particular Premises, and further provides for a Base Connection Charge for single family homes where the sewer laterals have been paid for from private owners.

NOW THEREFORE BE IT RESOLVED, that such Base Connection Charge shall be in the amount set forth below:

A. All premises shall be charged a minimum of Six Thousand Dollars (\$6,000.00).

7. WHEREAS, Section 62-111(a) of the Oxford Charter Township Code provides that the Township Board of Trustees shall adopt by reference a standard Unit Factor Schedule.

NOW THEREFORE BE IT RESOLVED, that the Township hereby adopts the Unit Factor Schedule which will be attached to Article III, Chapter 62 of the Oxford Charter Township Code as Appendix B.

8. WHEREAS, Section 62-111(b) of the Oxford Charter Township Code provides for a charge to be paid quarterly for usage of the Sewer System, and further that such charge be an amount multiplied against the Premises' assigned Unit Factor each quarter.

NOW THEREFORE BE IT RESOLVED, that such quarterly usage charge shall be in the amount of \$143.00 multiplied against each Unit Factor.

9. WHEREAS, Section 62-111(c) of the Oxford Charter Township Code provides for a metered determination of sewer usage charges.

NOW THEREFORE BE IT RESOLVED, that metered sewer usage charges shall be determined based on a rate of \$50.95 per one thousand cubic feet of sewer usage.

10. WHEREAS, Section 62-111(d)(2) of the Oxford Charter Township Code provides that existing Premises may pay sewer Connection Charges over a five (5) year period, and that the Township may charge interest on the outstanding principal balance.

NOW THEREFORE BE IT RESOLVED, that the said interest rate pursuant to Section 62-111(d)(2) shall be the amount of (i) eight (8) percent per annum, reflecting an interest rate one percent above that rate born by outstanding bond obligations pursuant to MCL 41.727(3) and MCL 141.2507, or (ii) such lesser interest rate that is the maximum interest rate permitted by law.

MOVED BY:
AYES:
NAYS:
ABSENT:

SECONDED BY:

Adopted at a meeting of the Charter Township of Oxford Board of Trustees held on the ___ day of _____, 2023.

Curtis Wright, Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, Curtis Wright, CMC, duly elected Clerk of the Charter Township of Oxford, do hereby certify that the foregoing is a complete and true copy of a Resolution adopted by the Charter Township of Oxford at a meeting of the Board of Trustees held on the ___ day of _____, 2023.

Curtis Wright, Clerk

**CHARTER TOWNSHIP OF OXFORD
COUNTY OF OAKLAND
STATE OF MICHIGAN**

**REGARDING ARTICLE III OF CHAPTER 62 OF
THE OXFORD CHARTER TOWNSHIP CODE**

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NOW THEREFORE BE IT RESOLVED, that the amount of such liability insurance shall be in the amounts as set forth below:

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NOW THEREFORE BE IT RESOLVED, that the Township hereby adopts the Unit Factor Schedule which will be attached to Article III, Chapter 62 of the Oxford Charter Township Code as Appendix B.

8. WHEREAS, Section 62-111(b) of the Oxford Charter Township Code provides for a charge to be paid quarterly for usage of the Sewer System, and further that such charge be an amount multiplied against the Premises' assigned Unit Factor each quarter.

NOW THEREFORE BE IT RESOLVED, that such quarterly usage charge shall be in the amount of \$110.00 multiplied against each Unit Factor.

9. WHEREAS, Section 62-111(c) of the Oxford Charter Township Code provides for a metered determination of sewer usage charges.

Date: December 13, 2023

To: Board of Trustees

From: Water and Sewer Committee
(Jack Curtis, Jon Nold, Curtis Wright)

Re: Setting a First Reading for Sewer Ordinance 107A.009

Dear Board Members:

With changes in the fees and rates to become effective in 2024, the Sewer Ordinance will require some amendments.

If the Township Board is in favor, the following motion is offered for consideration:

I move to set a First Reading of Sewer Ordinance 107A.009, an Ordinance to amend Article III – Sewers and Sewage Disposal – of the Oxford Charter Township Code of Ordinances, for the January 10, 2024 Charter Township of Oxford Board of Trustees regular Meeting.