

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

**NOTICE AND AGENDA**

Date: Wednesday, January 10, 2024

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 December 13, 2023
  - Regular Bills through January 5, 2024
  - Approval of Consultant Bills January 5, 2024
  - Committee Reports
  - Building Department Activity Report
  - CDBG Home Improvement Program Report
6. Public comment on items not on the agenda
7. Board of Trustees Comments
8. Public Hearing:
  - a. Establish an Industrial Development District on Parcel 04-04-376-006
9. First Reading:
  - a. Sewer Ordinance 107A.009 – Water and Sewer Committee
10. Fire Department
  - a. 2023 Year End Report
  - b. Recognition of Captain Kevin Snell
  - c. Water Fountain Replacements
11. Sharpe Engineering Report
12. Unfinished Business
  - a. Resolution to Establish an Industrial Development District – Supervisor Curtis

- b. Great Pines Manors Subdivision Resolution #3 – Clerk Wright
  - c. Information Technology Managed Services Provider for Oxford Township – Supervisor Curtis
13. New Business
- a. Request for Additional Deputies and Command for the Oxford Substation – Sgt. Meza
  - b. Building Department Permit Fee Schedule – Tim London
  - c. Schedule First Reading for Sign Ordinance - Trustee Nold
  - d. Cemetery Fee Resolution – Clerk Wright
  - e. Information Technology Agreement with Oakland County – Supervisor Curtis
  - f. Camp Oakland Valve Vault Replacements – Water and Sewer Committee
  - g. Creation of Personnel Committee – Clerk Wright
14. Items Removed from Consent Agenda for Action or Discussion
15. Public Comment
16. Board of Trustees Comments
17. 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, DECEMBER 13, 2023

A Regular Meeting of the Charter Township of Oxford Board of Trustees was held Wednesday, December 13, 2023 at the Oxford Township Meeting Room, 300 Dunlap Road, Oxford, Michigan 48371.

**CALL TO ORDER**

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, Assistant Fire Chief Vesper, Fire Department Finance Manager Young, OCTV Manager Stiles, Parks & Recreation Director Castonia, Communications and Grants Manager Carnacchio, Executive Assistant Smith, Recording Secretary McCullough, one camera person (OCTV), and 25 residents.

**APPROVAL OF THE AGENDA**

Treasurer Ferrari moved, Clerk Wright seconded, to approve the December 13, 2023 agenda as amended:

1. Adding item 11.c. Fire Department Emergency Furnace Replacement for Station 2;
2. Switching item 14.c. 2024 General Appropriations Act and item 14.d. 2024 Compensation and Salary Resolutions; and
3. Removing item 14.j. Employee Handbook Revisions.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**APPROVAL OF THE CONSENT AGENDA**

Treasurer Ferrari moved, Trustee Charles seconded, to approve the December 13, 2023 Consent Agenda including the following:

1. The Regular Township Board meeting minutes of November 8, 2023;
2. The Treasurer Report for October 2023;
3. The Clerk Report for October 2023;
4. The regular bills through December 8, 2023;
5. The consultant bills through December 8, 2023;
6. Committee Reports;
7. Building Department Activity Report.

Roll call:

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

Nays: None

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Absent: None

Motion Carried.

**PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

No citizens spoke during this portion of public comment.

**BOARD OF TRUSTEE COMMENTS**

Treasurer Ferrari commended the office staff for the Santa for Seniors project this year.

Clerk Wright stated that two ballot boxes have been installed for the 2024 elections – one is located outside the Township offices and one outside of the Village offices. He also stated that candidate packets are available in the Clerk’s office for anyone interested in running for office. The deadline for filing is 04/23/2023. Clerk Wright also reminded everyone that there are now nine days of early voting. Oxford Township’s early voting site is at the Orion Township offices or at the County-wide site in Waterford.

Trustee Charles stated that the DDA’s Soup & Sweet Stroll and Polar Express were very successful. He also stated that he will forward information from his recent SEMCOG meeting to the rest of the Board, along with the most recent legislative update.

Supervisor Curtis stated that Oxford Township recently received a 4-star rating from eCities. This designation recognizes Oxford for its efforts in support of the state’s entrepreneurial growth. He also thanked Turn Key Automotive of Oxford for their recent first responder tribute vehicle. This COPO Camaro was built for Dave Hall of Lincoln, Nebraska as a tribute to first responders following his daughter’s car accident.

**PUBLIC HEARING**

**Great Pines Manors Subdivision Paving Special Assessment District**

Treasurer Ferrari moved, Trustee Payne seconded, to open the Public Hearing at 6:37 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

There being no public comment, Treasurer Ferrari moved, Trustee Colvin seconded, 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 6:38 p.m.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

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**FIRST READING**

**SECOND READING**

**Ordinance 95.006 – Fire Prevention and Protection**

Treasurer Ferrari moved, Trustee Charles seconded, to adopt the amendments to Chapter 26 and amendments to Chapter 30 of the Oxford Charter Code of Ordinances as presented.

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 adopt the amendments to Article 10, Section 10.1(J) – Noise of the Charter Township of Oxford Zoning Ordinance 67A as presented, effective 01/01/2024.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**FIRE DEPARTMENT**

**Fire Chief, Assistant Fire Chief, and Finance Manager 2024 Salaries**

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the 2024 salaries for the following Oxford Fire Department non-union administrative employees:

\$119,175.00 – Fire Chief Matthew Majestic

\$100,800.00 – Assistant Fire Chief Randy Vesper

\$67,977.00 – Finance Manager Lindsay Young

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Daniel Dery – New Hire Recognition**

Fire Chief Matthew Majestic introduced and swore in full-time firefighter paramedic Daniel Dery.

**Emergency Furnace Replacement for Station 2** *(Added to the agenda)*

Treasurer Ferrari moved, Trustee Nold seconded, to approve the emergency furnace replacement for Fire Station #2 in an amount not to exceed \$24,000.00 for NES Plumbing.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

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*Supervisor Curtis called a one-minute recess at 6:51 p.m. The meeting reconvened at 6:52 p.m.*

**SHARPE ENGINEERING REPORT**

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

**UNFINISHED BUSINESS**

**North Area Sanitary Sewer Special Assessment District Bond Authorizing Resolution**

Treasurer Ferrari moved, Trustee Charles seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Parks and Recreation Fireworks Permit Approval**

Treasurer Ferrari moved, Clerk Wright seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**American Rescue Plan Act Update**

Treasurer Ferrari moved, Trustee Colvin seconded, 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.

Roll call:

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

Nays: Charles

Absent: None

Motion Carried.

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**Boulder Pointe Golf Course Tunnel Structural Engineer Report and Recommendation**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**2023 Oakland County Delinquent Roads Resolution**

Treasurer Ferrari moved, Clerk Wright seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Township Hall Re-Roofing Bids**

Treasurer Ferrari moved, Trustee Charles seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Great Pines Manors Paving Special Assessment District Resolution #2**

Treasurer Ferrari moved, Trustee Colvin seconded, to approve Resolution #2 to establish the Great Pines Manors Subdivision Special Assessment District as presented.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Assessing Services Contract Renewal with Oakland County**

Treasurer Ferrari moved, Trustee Colvin seconded, 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,

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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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Single Waste Hauler Update**

**Proposed Rescission of Consulting Agreement with Resource Recycling Systems**

Trustee Nold moved, Treasurer Ferrari seconded, to rescind the following 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.”

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Authorization to work with The Kelly Firm for Proposed Ballot Language**

Trustee Nold moved, Treasurer Ferrari seconded, 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 ballot 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**NEW BUSINESS**

**Barron Industries Industrial Facilities Exemption Request**

Clerk Wright moved, Trustee Payne seconded, to set the public hearing on the potential approval of an Industrial Development District on Parcel No. 04-04-376-006, containing 4.19 acres, as requested by petition of Barron Industries, for January 10, 2024, and direct the Township Clerk to publish notice of the public hearing in accordance with State law.

Roll call:

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

Nays: Ferrari

Absent: None

Motion Carried.

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**2023 Budget Amendments**

**General Fund (101)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Road Fund (204)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Fire Department Operations (206)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Police Contracting Fund (207)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Cemetery Maintenance Fund (209)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

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Nays: None

Absent: None

Motion Carried.

**Telecommunications Fund (239)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Building Department Fund (249)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Safety Path Fund (297)**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**2024 Compensation and Salary Resolutions**

**Trustees Compensation Resolution**

Treasurer Ferrari moved, Trustee Nold seconded, to approve the Resolution to Establish Annual Compensation for the Charter Township of Oxford Trustees as amended, changing the rate for regular meetings from \$160.00 to \$180.00 per meeting.

Roll call:

Ayes: None

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

Absent: None

Motion Failed.

Treasurer Ferrari moved, Supervisor Curtis seconded, to approve the Resolution to Establish Annual Compensation for the Charter Township of Oxford Trustees as presented.

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Roll call:

Ayes: Colvin, Payne, Ferrari, Wright, Curtis

Nays: Charles, Nold

Absent: None

Motion Carried.

**Supervisor Salary Resolution**

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the Resolution to Establish Annual Salary for the Charter Township of Oxford Supervisor as presented.

Roll call:

Ayes: Colvin, Payne, Ferrari, Wright, Curtis

Nays: Nold, Charles

Absent: None

Motion Carried.

**Clerk Salary Resolution**

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the Resolution to Establish Annual Salary for the Charter Township of Oxford Clerk as presented.

Roll call:

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

Nays: Nold

Absent: None

Motion Carried.

**Treasurer Salary Resolution**

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the Resolution to Establish Annual Salary for the Charter Township of Oxford Treasurer as presented.

Roll call:

Ayes: Wright, Colvin, Payne, Ferrari, Curtis

Nays: Charles, Nold

Absent: None

Motion Carried.

**2024 General Appropriations Act**

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the Charter Township of Oxford 2024 General Appropriations Act, as presented.

Roll call:

Ayes: Colvin, Ferrari, Wright, Curtis

Nays: Payne, Nold, Charles

Absent: None

Motion Carried.

**2024 Cable T.V. Amended Budget**

Treasurer Ferrari moved, Trustee Colvin seconded, 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.

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Roll call:

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

Nays: None

Absent: None

Motion Carried.

**2024 Polly Ann Trailway Management Council Amended Budget**

Treasurer Ferrari moved, Clerk Wright seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Planning Commission Appointment**

Supervisor Curtis moved, Treasurer Ferrari seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Committee Appointments**

**Planned Unit Development Committee**

Supervisor Curtis moved, Treasurer Ferrari seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Single Waste Hauler Committee**

Treasurer Ferrari moved, Supervisor Curtis seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

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**Cemetery Maintenance Contract**

Treasurer Ferrari moved, Trustee Colvin seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Employee Handbook Revisions** *(Removed from the Agenda)*

**2024 Oxford Township Board Meeting Schedule**

Treasurer Ferrari moved, Trustee Colvin seconded, to approve the Charter Township of Oxford Board of Trustees 2024 Regular Meeting Schedule as presented.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Oakland County Permit Applications**

Treasurer Ferrari moved, Trustee Colvin seconded, 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 application on behalf of the Charter Township of Oxford

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**NO HAZ**

**Approval of 2024 Agreement**

Treasurer Ferrari moved, Trustee Colvin seconded, 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.

Roll call:

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

Nays: None

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Absent: None

Motion Carried.

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Approval of the North Oakland Household Hazardous Waste Consortium Resolution**

Treasurer Ferrari moved, Trustee Charles seconded, to approve the North Oakland Household Hazardous Waste Consortium Resolution as presented and hereby appoint Treasurer Ferrari as the official representative for the Charter Township of Oxford to the NO HAZ Advisory Board for 2024.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Website Discussion**

Trustee Charles moved, Treasurer Ferrari seconded, to appoint Trustee Payne, Treasurer Ferrari, and Trustee Charles 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Water and Sewer Committee**

**1125 Woodbriar Court Water Bill Adjustment Request**

Trustee Payne moved, Trustee Charles seconded, 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 \$368.04. Any further requests for other water loss adjustments will be addressed on a case-by-case basis.

Roll call:

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

Nays: Ferrari

Absent: None

Motion Carried.

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**Sewer Rate Resolution**

Clerk Wright moved, Treasurer Ferrari seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**Setting a First Reading for Sanitary Sewer Ordinance 107A.009**

Treasurer Ferrari moved, Trustee Payne seconded, 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.

Roll call:

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

Nays: None

Absent: None

Motion Carried.

**ITEMS REMOVED FROM CONSENT AGENDA FOR ACTION OR DISCUSSION**

None.

**PUBLIC COMMENT**

No citizens spoke during this portion of public comment.

**BOARD OF TRUSTEES COMMENTS**

Trustee Charles stated that other communities are looking at the Oxford DDA as an example. Other communities are also looking into adding a trolley to their DDAs.

Trustee Charles stated that the Shop with a Hero event was a success. Fire Chief Majestic agreed that the event was once again a very uplifting and rewarding event.

Clerk Wright thanked everyone for their hard work at this meeting and wished everyone a joyful, Merry Christmas.

Treasurer Ferrari thanked Executive Assistant Smith for all her hard work on the budget amendments.

Trustee Payne wished everyone Happy Holidays.

Trustee Colvin thanked everyone for their hard work and wished everyone Happy Holidays.

Supervisor Curtis stated that there was a lot of material to cover on this agenda. He explained that all committee meetings are open to the public and asked that the hard work of the committees be respected.

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Supervisor Curtis wished everyone a Merry Christmas.

**ADJOURNMENT**

Treasurer Ferrari moved, Trustee Payne seconded, to adjourn the meeting at 8:28 p.m.

Ayes: 7                      Nays: 0                      Absent: 0

Motion Carried.

---

Jack Curtis, Supervisor

---

Curtis Wright, Clerk

Approved:  
/smm

# MEMO

TO: BOARD OF TRUSTEES  
FROM: CURTIS W. WRIGHT, CLERK  
DATE: 01/04/24  
RE: TOTAL MONTHLY BILLS -December



		Pre Paid	To be paid
101	<b>General Fund</b>	\$ 78,216.79	\$ 29,744.50
204	<b>Road Fund</b>	\$ -	\$ -
206	<b>Oxford Fire Dept.</b>	\$ 114,443.80	\$ -
207	<b>Police (OCSO)</b>	\$ 314,821.91	\$ 2,500.00
208	<b>Parks &amp; Recreation</b>	\$ 169,754.15	\$ 790.00
209	<b>Cemetery Maintenance</b>	\$ -	\$ -
239	<b>Telecommunications</b>	\$ -	\$ -
249	<b>Building Department</b>	\$ 5,943.99	\$ 10,866.50
296	<b>Cable TV</b>	\$ 1,944.48	\$ 63.54
297	<b>Safety Path</b>	\$ 2,646.06	\$ 410.00
298	<b>Polly Ann Trail</b>	\$ 711.45	\$ 2,500.00
308	<b>Parks Debt Fund</b>	\$ -	\$ -
590	<b>Sewer</b>	\$ 21,827.97	\$ 180.00
591	<b>Water</b>	\$ 8,766.04	\$ 4,510.00
701	<b>Trust &amp; Agency</b>	\$ 311,452.13	\$ 2,910.00
703	<b>Tax</b>	\$ -	\$ -
	<b>Payroll, December (Twp.)</b>	\$ 75,012.12	\$ -
	<b>Payroll, December (Fire Dept.)</b>	\$ 201,773.39	\$ -
	<b>Payroll, December (Parks &amp; Rec)</b>	\$ 43,457.34	\$ -
	<b>Payroll, December (Cable)</b>	\$ 17,257.29	\$ -
	<b>Total</b>	\$ 1,368,028.91	\$ 54,474.54

**CURRENT AGENDA ITEM**

Post Date GL Number	Journal	Summ/Det	Ref # Description	DR Amount	CR Amount
12/15/2023	CD	S	119027	SUMMARY CD 12/15/2023	
100-000-001.000			CHECKING ACCOUNT OXFORD BANK		836,427.08
100-000-084.101			DUE FROM GENERAL FUND	42,219.13	
100-000-084.206			DUE FROM OXFORD FIRE DEPT	30,871.64	
100-000-084.207			DUE FROM POLICE	287,406.08	
100-000-084.208			DUE FROM PARKS & REC	130,658.99	
100-000-084.249			DUE FROM BUILDING DEPARTMENT	277.68	
100-000-084.296			DUE FROM CABLE	1,678.27	
100-000-084.297			DUE FROM SAFETY PATH	2,646.06	
100-000-084.298			DUE FROM POLLY ANN TRAIL FUND	711.45	
100-000-084.590			DUE FROM SEWER	20,739.61	
100-000-084.591			DUE FROM WATER	8,766.04	
100-000-084.701			DUE FROM TRUST & AGENCY	310,452.13	
101-000-202.000			ACCOUNTS PAYABLE	42,219.13	
101-000-215.000			DUE TO		42,219.13
206-000-202.000			ACCOUNTS PAYABLE	30,871.64	
206-000-215.000			DUE TO CLEARING FUND		30,871.64
207-000-202.000			ACCOUNTS PAYABLE	287,406.08	
207-000-215.000			DUE TO CLEARING FUND		287,406.08
208-000-202.000			ACCOUNTS PAYABLE	130,658.99	
208-000-215.000			DUE TO CLEARING FUND		130,658.99
249-000-202.000			ACCOUNTS PAYABLE	277.68	
249-000-215.000			DUE TO CLEARING FUND		277.68
296-000-202.000			ACCOUNTS PAYABLE	1,678.27	
296-000-215.000			DUE TO CLEARING FUND		1,678.27
297-000-202.000			ACCOUNTS PAYABLE	2,646.06	
297-000-215.000			DUE TO CLEARING FUND		2,646.06
298-000-202.000			ACCOUNTS PAYABLE	711.45	
298-000-215.000			DUE TO CLEARING FUND		711.45
590-000-202.000			ACCOUNTS PAYABLE	20,739.61	
590-000-215.000			DUE TO CLEARING FUND		20,739.61
591-000-202.000			ACCOUNTS PAYABLE	8,766.04	
591-000-215.000			DUE TO CLEARING FUND		8,766.04
701-000-202.000			ACCOUNTS PAYABLE	310,452.13	
701-000-215.000			DUE TO OTHER FUNDS		310,452.13
				<u>1,672,854.16</u>	<u>1,672,854.16</u>
				<u>1,672,854.16</u>	<u>1,672,854.16</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/15/2023	029	69601	ADKISON, NEED & ALLEN, & RENTROP	LEGAL FEES	826.000	257	462.50
				LEGAL FEES	826.000	257	312.50
				CHECK 029 69601 TOTAL FOR FUND 101:			<u>775.00</u>
12/15/2023	029	69603	ALLCOMM	ADDITIONS & IMPROVEMENTS	976.000	265	11,242.88
12/15/2023	029	69604*#	AMAZON CAPITAL SERVICES	MISCELLANEOUS	962.000	253	47.16
				MISCELLANEOUS	962.000	253	29.56
				MISCELLANEOUS	962.000	253	7.89
				MISCELLANEOUS	962.000	253	33.90
				MISCELLANEOUS	962.000	253	43.90
				OFFICE SUPPLIES	728.000	267	33.50
				CHECK 029 69604 TOTAL FOR FUND 101:			<u>195.91</u>
12/15/2023	029	69606	APPLIED INNOVATION	MAINTENANCE EQUIPMENT	933.000	267	235.26
12/15/2023	029	69616*#	CARDMEMBER SERVICE	MEALS/LODGING EXPENSE	860.001	215	450.29
				MISCELLANEOUS	962.000	253	20.17
				INTERNET FEES	970.004	265	33.90
				POSTAGE	730.000	267	14.91
				POSTAGE	730.000	267	30.12
				POSTAGE	730.000	267	1.80
				MISCELLANEOUS	962.000	267	19.99
				CHECK 029 69616 TOTAL FOR FUND 101:			<u>571.18</u>
12/15/2023	029	69622	CHRISTOPHER CARNACCHIO	MISCELLANEOUS	962.000	171	11.17
12/15/2023	029	69625	CLINTON RIVER WATERSHED COUNCIL	MEMBERSHIP DUES	829.000	101	1,031.00
12/15/2023	029	69631*#	DTE ENERGY	UTILITIES STREET LIGHTS	926.000	448	1,220.46
12/15/2023	029	69635	FP FINANCE PROGRAM	POSTAGE	730.000	267	237.00
12/15/2023	029	69637	GENESEE VALLEY VAULT, INC	FEES CEMETERY OPENING/CLOSING	712.011	567	1,300.00
				FEES CEMETERY OPENING/CLOSING	712.011	567	600.00
				CHECK 029 69637 TOTAL FOR FUND 101:			<u>1,900.00</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/15/2023	029	69642*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	270	44.46
12/15/2023	029	69643*#	JANI-KING OF MICHIGAN, INC	JANITORIAL SERVICE	831.000	265	1,465.16
12/15/2023	029	69649	LINDA STEVENS	MILEAGE/MEALS ON WHEELS	860.002	695	106.17
12/15/2023	029	69652	MAMC	PREPAID EXPENSES	123.000	000	75.00
				PREPAID EXPENSES	123.000	000	75.00
				PREPAID EXPENSES	123.000	000	75.00
				CHECK 029 69652 TOTAL FOR FUND 101:			<u>225.00</u>
12/15/2023	029	69653	MARGARET PAYNE	MILEAGE EXPENSE	860.000	101	319.64
				MEALS/LODGING EXPENSE	860.001	101	43.00
				CHECK 029 69653 TOTAL FOR FUND 101:			<u>362.64</u>
12/15/2023	029	69655*#	MICHIGAN MUNICIPAL RISK MANAGEME	MISCELLANEOUS	962.000	262	393.03
				INSURANCE LIABILITY	955.000	267	16,884.54
				CHECK 029 69655 TOTAL FOR FUND 101:			<u>17,277.57</u>
12/15/2023	029	69657	MIKE IAFRATE	MILEAGE EXPENSE	860.000	701	231.22
12/15/2023	029	69665	O.C.C.M.T.A.	MEMBERSHIP DUES	829.000	101	50.00
12/15/2023	029	69676*#	OXFORD TWP PARKS AND RECREATION	MAINTENANCE SAFETY PATH	933.297	231	162.00
				MAINTENANCE GROUNDS	932.001	265	270.00
				CHECK 029 69676 TOTAL FOR FUND 101:			<u>432.00</u>
12/15/2023	029	69680	PLM LAKE & LAND MANAGEMENT	PAINT LAKE/CLEAR LK S.A.D.	962.021	572	875.00
12/15/2023	029	69683	PRINTING SYSTEMS	OFFICE SUPPLIES	728.000	262	94.50
				OFFICE SUPPLIES	728.000	262	284.03
				CHECK 029 69683 TOTAL FOR FUND 101:			<u>378.53</u>
12/15/2023	029	69687	RALPH CURTIS	MILEAGE/MEALS ON WHEELS	860.002	695	60.92

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/15/2023	029	69697*#	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	728.000	267	51.35
12/15/2023	029	69698	STATE AND FEDERAL POSTER	OFFICE SUPPLIES	728.000	267	35.20
12/15/2023	029	69703#	SUSAN MCCULLOUGH	RECORDING SECRETARY	827.000	101	140.00
				MILEAGE EXPENSE	860.000	215	148.03
				RECORDING SECRETARY	827.000	701	140.00
				CHECK 029 69703 TOTAL FOR FUND 101:			<u>428.03</u>
12/15/2023	029	69712*#	VC3, INC	MAINTENANCE EQUIPMENT	933.000	267	295.50
				MAINTENANCE EQUIPMENT	933.000	267	127.00
				CHECK 029 69712 TOTAL FOR FUND 101:			<u>422.50</u>
12/15/2023	029	69714*#	VIEW NEWSPAPER GROUP	LEGAL NOTICES	903.000	101	545.10
				ARPA EXPENSES	962.002	267	244.90
				GREAT PINES S.A.D.-2023	962.030	572	189.60
				LEGAL NOTICES	903.000	701	79.00
				LEGAL NOTICES	903.000	702	110.60
				CHECK 029 69714 TOTAL FOR FUND 101:			<u>1,169.20</u>
12/15/2023	029	69715*#	VILLAGE OF OXFORD	UTILITIES SEWER/WATER	927.000	567	18.10
12/15/2023	029	69717	VOYA RETIREMENT INS & ANNUITY CO	DEFERRED COMP	231.040	000	1,026.22
12/15/2023	029	69720	XTREME SHREDS	TRASH DISPOSAL	929.000	265	140.00
				Total for fund 101 GENERAL FUND			42,219.13
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
12/15/2023	029	69600	ADDISON DISPOSAL SERVICES	SOFTWARE & SUPPORT	933.001	357	88.00
12/15/2023	029	69602	AFLAC	INSURANCE MEDICAL	716.000	357	226.94
12/15/2023	029	69604*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	728.000	357	10.37
				OFFICE SUPPLIES	728.000	357	17.56
				OFFICE SUPPLIES	728.000	357	43.54
				BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	109.99

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
				VEHICLE MAINTENANCE-FIRE	791.001	357	20.99
				PUBLIC RELATIONS	880.000	357	56.99
				CHECK 029 69604 TOTAL FOR FUND 206:			<u>259.44</u>
12/15/2023	029	69605	ANTHONY ASBURY	MEMBERSHIP DUES	829.000	357	25.00
12/15/2023	029	69609	BENJAMIN FRANTZ	UNIFORM EXPENSE UNIFORMS	731.000	357	110.23
				UNIFORM EXPENSE UNIFORMS	731.000	357	186.93
				CHECK 029 69609 TOTAL FOR FUND 206:			<u>297.16</u>
12/15/2023	029	69612	BOUND TREE MEDICAL, LLC	UNIFORM EXPENSE UNIFORMS	731.000	357	85.04
				UNIFORM EXPENSE UNIFORMS	731.000	357	85.04
				OPERATING SUPPLIES-MEDICAL	742.000	357	242.44
				OPERATING SUPPLIES-MEDICAL	742.000	357	77.97
				OPERATING SUPPLIES-MEDICAL	742.000	357	29.11
				OPERATING SUPPLIES-MEDICAL	742.000	357	640.70
				CHECK 029 69612 TOTAL FOR FUND 206:			<u>1,160.30</u>
12/15/2023	029	69613	BURDICK STREET LANDSCAPE SUPPLY	VEHICLE MAINTENANCE-MEDICAL	791.003	357	16.18
12/15/2023	029	69627	DAFOE'S FEED	GROUNDS MAINTENANCE	932.001	357	490.00
12/15/2023	029	69632	ESO SOLUTIONS, INC	SOFTWARE & SUPPORT	933.001	357	1,783.00
12/15/2023	029	69636*#	GA BUSINESS PURCHASER LLC	SECURITY SYSTEM (BLDG)	850.000	357	1,267.80
12/15/2023	029	69641	IMPERIALDADE	BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	622.17
12/15/2023	029	69642*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	357	112.32
12/15/2023	029	69646	KEVIN SNELL	EDUCATION WORKSHOPS AND CONFERENCES	957.000	357	3,726.00
12/15/2023	029	69647	KURT FECHTER	BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	27.32
12/15/2023	029	69651	MACQUEEN EMERGENCY	EQUIPMENT	744.000	357	360.34
12/15/2023	029	69654	MICHIGAN FIRE INSPECTORS SOCIETY	MEMBERSHIP DUES	829.000	357	40.00
12/15/2023	029	69659	MPD WELDING INC.	VEHICLE MAINTENANCE (LABOR)	934.001	357	400.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
12/15/2023	029	69664	NYE UNIFORM	UNIFORM EXPENSE UNIFORMS	731.000	357	421.31
				UNIFORM EXPENSE UNIFORMS	731.000	357	105.75
				UNIFORMS-PAID ON CALL	754.000	357	607.50
				UNIFORMS-PAID ON CALL	754.000	357	665.00
				CHECK 029 69664 TOTAL FOR FUND 206:			<u>1,799.56</u>
12/15/2023	029	69666	OAKLAND COMMUNITY COLLEGE	PHYSICALS	836.000	357	100.00
12/15/2023	029	69667*#	OAKLAND COUNTY TREASURER	DISPATCHING	805.000	357	5,983.00
12/15/2023	029	69668	OAKLAND FUELS	GAS DIESEL FUEL	780.010	357	1,383.76
12/15/2023	029	69671	OXFORD FIREFIGHTERS ASSOCIATION	FIRE ASSOCIATION	231.060	000	780.00
12/15/2023	029	69681	PREMIER OCCUPATIONAL HEALTH	PHYSICALS	836.000	357	790.00
12/15/2023	029	69685	R & R FIRE TRUCK REPAIR	VEHICLE MAINTENANCE-FIRE	791.001	357	474.54
12/15/2023	029	69688	ROB FITZPATRICK	UNIFORM EXPENSE UNIFORMS	731.000	357	280.97
12/15/2023	029	69691	RYAN MCLEOD	UNIFORM EXPENSE UNIFORMS	731.000	357	38.84
12/15/2023	029	69694	SARAH RACER	UNIFORM EXPENSE UNIFORMS	731.000	357	61.48
				UNIFORM EXPENSE UNIFORMS	731.000	357	135.64
				CHECK 029 69694 TOTAL FOR FUND 206:			<u>197.12</u>
12/15/2023	029	69695	SMEMSIC	MEMBERSHIP DUES	829.000	357	75.00
12/15/2023	029	69699	STATE OF MICHIGAN	UNALLOCATED COST RECOVERY BILLING	802.001	357	1,040.82
12/15/2023	029	69700*#	STEVE'S OXFORD AUTOMOTIVE	BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	481.39
12/15/2023	029	69701*#	STONES ACE OF OXFORD	BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	87.95
				VEHICLE MAINTENANCE-FIRE	791.001	357	77.23
				CHECK 029 69701 TOTAL FOR FUND 206:			<u>165.18</u>
12/15/2023	029	69706	THE ACCUMED GROUP	UNALLOCATED COST RECOVERY BILLING	802.001	357	4,864.20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
12/15/2023	029	69710*#	TOOL SPORT & SIGN CO, INC	UNIFORM EXPENSE UNIFORMS	731.000	357	158.00
				UNIFORMS-PAID ON CALL	754.000	357	102.50
				CHECK 029 69710 TOTAL FOR FUND 206:			<u>260.50</u>
12/15/2023	029	69713*#	VERIZON WIRELESS	CELL PHONES	854.000	357	30.04
12/15/2023	029	69715*#	VILLAGE OF OXFORD	UTILITIES SEWER/WATER	927.000	357	207.58
				UTILITIES WATER	927.001	357	284.92
				CHECK 029 69715 TOTAL FOR FUND 206:			<u>492.50</u>
12/15/2023	029	69719	WONDER CLEANERS	DRY CLEANING	723.000	357	469.00
12/15/2023	029	69721	ZOLL MEDICAL CORPORATION	MAINTENANCE EQUIPMENT (LABOR)	933.000	357	263.25
				Total for fund 206 OXFORD FIRE DEPARTMENT FUND			30,871.64
Fund: 207 POLICE CONTRACTING (OCSO) FUND							
12/15/2023	029	69642*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	302	4.68
12/15/2023	029	69643*#	JANI-KING OF MICHIGAN, INC	JANITORIAL SERVICE	831.000	302	976.77
12/15/2023	029	69650	LUSK SERVICE, INC.	JANITORIAL SERVICE	831.000	302	560.00
12/15/2023	029	69667*#	OAKLAND COUNTY TREASURER	WAGES OVERTIME	709.001	302	21,141.13
				CONTRACT O.C.S.D.	711.001	302	264,723.50
				CHECK 029 69667 TOTAL FOR FUND 207:			<u>285,864.63</u>
				Total for fund 207 POLICE CONTRACTING (OCSO) FU			287,406.08
Fund: 208 PARKS & RECREATION FUND							
12/15/2023	029	69607	AUSTIN BRANTLEY	MISCELLANEOUS	962.000	751	540.00
12/15/2023	029	69610	BIANCO TOURS	PROF/CONT TRAVEL	816.671	758	2,520.00
12/15/2023	029	69611	BOSTICK TRUCK CENTER LLC	VEHICLE MAINTENANCE (LABOR)	934.001	757	358.05
12/15/2023	029	69614	CAGE FIELDHOUSE	OPER. SUPPLIES YOUTH BOYS BASKETBALL	740.623	752	2,900.00
12/15/2023	029	69615	CARDCONNECT	RENTAL FEES LEASED OFFICE EQUIPMENT	943.001	751	25.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
12/15/2023	029	69618	CARDS SOFTBALL	OPER. SUPPLIES YOUTH SOFTBALL	740.621	752	500.00
12/15/2023	029	69619	CARLISLE/WORTMAN ASSOCIATES	PLANNER/PROF SERVICES- MASTER PLAN	801.001	751	2,080.00
12/15/2023	029	69620*#	CHARTER COMMUNICATIONS	TELEPHONE	853.000	751	159.71
12/15/2023	029	69621	CHERYL GOODWIN	PROF/CONT SENIOR HEALTH & WELLNESS	816.403	758	642.60
12/15/2023	029	69626	CURTIS WRIGHT	REFUND COMMUNITY ROOM RENTAL	964.666	752	200.00
12/15/2023	029	69628	DANIELLE SMITH	RECORDING SECRETARY	827.000	751	140.00
12/15/2023	029	69629	DAWN MEDICI	PREPAID EXPENSES	123.000	000	705.00
12/15/2023	029	69631*#	DTE ENERGY	UTILITIES - ELECTRIC - SEYMOUR LAKE P	921.661	767	21.14
12/15/2023	029	69633	ETS PERFORMANCE	OPER. SUPPLIES SELECT SOCCER LEAGUE	740.637	752	2,160.00
12/15/2023	029	69634	FLEUR-DE-LIS	PROF/CONT SENIOR ARTS	816.406	758	60.00
12/15/2023	029	69638	HALL'S LOCKSMITH SERVICE	OPER. SUPPLIES YOUTH SOFTBALL	740.621	752	72.00
12/15/2023	029	69639	HARTWICK ELECTRIC, INC.	MAINTENANCE BLDG & GROUNDS-CIVIC CENT	931.665	751	554.00
				MAINTENANCE BLDG & GROUNDS-CIVIC CENT	931.665	751	391.00
				MAINTENANCE BLDG & GROUNDS-CIVIC CENT	931.665	751	525.00
				MAINTENANCE BLDG & GROUNDS-CIVIC CENT	931.665	751	3,280.00
				CHECK 029 69639 TOTAL FOR FUND 208:			4,750.00
12/15/2023	029	69640	HOME DEPOT CREDIT SERVICES	EQUIPMENT PURCHASES	980.661	757	321.91
12/15/2023	029	69642*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	757	4.68
12/15/2023	029	69645	JULIE BENNETT	PROF/CONT DOG OBEDIENCE	816.644	752	1,864.00
12/15/2023	029	69648	LAUREN SMITH	OPER. SUPPLIES JACK O JAM	740.611	752	106.45
				OPER. SUPPLIES CONTINENTAL CLAUS	740.613	752	33.00
				OPER. SUPPLIES CONTINENTAL CLAUS	740.613	752	50.93
				CHECK 029 69648 TOTAL FOR FUND 208:			190.38

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
12/15/2023	029	69655*#	MICHIGAN MUNICIPAL RISK MANAGEME	INSURANCE LIABILITY	955.000	751	17,793.10
12/15/2023	029	69658	MPARKS	MEMBERSHIP DUES	829.000	751	775.00
12/15/2023	029	69661	NAEIR	OPER. SUPPLIES SUMMER CAMP	740.550	752	34.00
12/15/2023	029	69662	NEXT LEVEL TRAINING	PREPAID EXPENSES	123.000	000	4,000.00
				PREPAID EXPENSES	123.000	000	14,400.00
				CHECK 029 69662 TOTAL FOR FUND 208:			<u>18,400.00</u>
12/15/2023	029	69663	NSA	OPER. SUPPLIES YOUTH SOFTBALL	740.621	752	690.00
12/15/2023	029	69670	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	728.000	757	61.11
12/15/2023	029	69679	PITNEY BOWES GLOBAL FINANCIAL SE	RENTAL FEES LEASED OFFICE EQUIPMENT	943.001	751	144.93
12/15/2023	029	69684*#	PRIORITY WASTE, LLC	TRASH DISPOSAL-STONY	929.660	757	30.00
				TRASH DISPOSAL-SEYMOUR	929.661	757	41.33
				TRASH DISPOSAL-SEYMOUR	929.661	757	118.08
				CHECK 029 69684 TOTAL FOR FUND 208:			<u>189.41</u>
12/15/2023	029	69686	RAISE THE BAR, LLC	OPER. SUPPLIES YOUTH BOYS BASKETBALL	740.623	752	200.00
12/15/2023	029	69689	RONALD ROOP	MISCELLANEOUS	962.000	751	540.00
12/15/2023	029	69690	ROUTE 23	PROF/CONT TRAVEL	816.671	758	2,565.00
12/15/2023	029	69692	SARAH JONES	MISCELLANEOUS	962.000	751	420.00
12/15/2023	029	69696	SPENCER OIL CO	GAS/DIESEL SEYMOUR	934.661	757	832.25
12/15/2023	029	69700*#	STEVE'S OXFORD AUTOMOTIVE	VEHICLE MAINTENANCE (LABOR)	934.001	757	55.08
12/15/2023	029	69701*#	STONES ACE OF OXFORD	MISCELLANEOUS - CIVIC CENTER	962.665	751	118.93
				MAINTENANCE BUILDINGS - SEYMOUR	931.661	757	30.98
				CHECK 029 69701 TOTAL FOR FUND 208:			<u>149.91</u>
12/15/2023	029	69702	SULLY CLEANING COMPANY	JANITORIAL SERVICE	831.000	751	1,125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
12/15/2023	029	69704	SYDNEY PATTERSON	WAGES & FEES YOUTH SOCCER	710.625	752	66.22
12/15/2023	029	69707	THERESA MYER	MISCELLANEOUS	962.000	751	480.00
12/15/2023	029	69708	TIM KALOHN	MISCELLANEOUS	962.000	751	420.00
12/15/2023	029	69709	TODD WENZEL BUICK GMC	CAPITAL OUTLAY	970.001	751	54,196.00
12/15/2023	029	69710*#	TOOL SPORT & SIGN CO, INC	OPER. SUPPLIES YOUTH BOYS BASKETBALL	740.623	752	215.50
12/15/2023	029	69711	U.S. BANK EQUIPMENT FINANCE	RENTAL FEES LEASED OFFICE EQUIPMENT	943.001	751	475.14
12/15/2023	029	69712*#	VC3, INC	COMPUTER PROGRAMMING	970.003	751	150.00
				COMPUTER PROGRAMMING	970.003	751	127.00
				CHECK 029 69712 TOTAL FOR FUND 208:			<u>277.00</u>
12/15/2023	029	69713*#	VERIZON WIRELESS	CELL PHONES	854.000	752	102.36
				CELL PHONES	854.000	757	202.34
				CELL PHONES	854.000	758	51.18
				CHECK 029 69713 TOTAL FOR FUND 208:			<u>355.88</u>
12/15/2023	029	69714*#	VIEW NEWSPAPER GROUP	PLANNER/PROF SERVICES- MASTER PLAN	801.001	751	55.30
12/15/2023	029	69718	WEBUILDFUN, INC	SEYMOUR GROUND MAINT/LAND IMPROV	974.661	757	2,979.69
				SEYMOUR GROUND MAINT/LAND IMPROV	974.661	757	6,949.00
				CHECK 029 69718 TOTAL FOR FUND 208:			<u>9,928.69</u>
				Total for fund 208 PARKS & RECREATION FUND			130,658.99
Fund: 249 BUILDING DEPARTMENT FUND							
12/15/2023	029	69642*#	ISOLVED BENEFIT SERVICES	INSURANCE MEDICAL	716.000	289	11.70
12/15/2023	029	69656	MICHIGAN TOWNSHIPS ASSOCIATION	MISCELLANEOUS	962.000	289	76.00
12/15/2023	029	69697*#	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	728.000	289	189.98
				Total for fund 249 BUILDING DEPARTMENT FUND			277.68

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 296 CABLE TV FUND							
12/15/2023	029	69608	AUTO OWNERS INSURANCE	MAINTENANCE/GAS VEHICLE	934.000	296	764.03
12/15/2023	029	69620*#	CHARTER COMMUNICATIONS	TELEPHONE WEB/ATT	853.001	296	693.70
12/15/2023	029	69636*#	GA BUSINESS PURCHASER LLC	SERVICES PROFESSIONAL	819.001	296	76.21
12/15/2023	029	69684*#	PRIORITY WASTE, LLC	TRASH DISPOSAL	929.000	296	41.33
12/15/2023	029	69693	SARAH MACY	OFFICE SUPPLIES	728.000	296	50.00
12/15/2023	029	69705	TERI STILES	PUBLIC RELATIONS	880.000	296	53.00
Total for fund 296 CABLE TV FUND							1,678.27
Fund: 297 SAFETY PATH FUND							
12/15/2023	029	69655*#	MICHIGAN MUNICIPAL RISK MANAGEME	INSURANCE LIABILITY	955.000	852	2,646.06
Total for fund 297 SAFETY PATH FUND							2,646.06
Fund: 298 POLLY ANN TRAIL FUND							
12/15/2023	029	69617	CARDMEMBER SERVICE	TELEPHONE	853.000	853	20.00
				MAINTENANCE OF GROUNDS	932.000	853	29.97
				MAINTENANCE OF GROUNDS	932.000	853	38.98
				EQUIPMENT AND HARDWARE	933.664	853	71.28
				EQUIPMENT AND HARDWARE	933.664	853	31.98
				FUEL AND OIL	934.000	853	46.01
				MISC ADVERTISING AND WEB	962.011	853	30.00
				MISC ADVERTISING AND WEB	962.011	853	19.83
				FUTURE CAPITAL IMPROVEMENTS	970.007	853	204.90
				FUTURE CAPITAL IMPROVEMENTS	970.007	853	218.50
CHECK 029 69617 TOTAL FOR FUND 298:							711.45
Total for fund 298 POLLY ANN TRAIL FUND							711.45
Fund: 590 SEWER FUND							
12/15/2023	029	69604*#	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	728.000	527	20.44
12/15/2023	029	69616*#	CARDMEMBER SERVICE	M24 SEWER EXTENSION S.A.D.	962.025	527	68.48

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 590 SEWER FUND							
12/15/2023	029	69655*#	MICHIGAN MUNICIPAL RISK MANAGEME	INSURANCE LIABILITY	955.000	527	6,271.23
12/15/2023	029	69667*#	OAKLAND COUNTY TREASURER	INTEREST PAYMENT	993.000	527	14,068.21
12/15/2023	029	69669	OAKLAND SCHOOLS	OFFICE SUPPLIES	728.000	527	311.25
Total for fund 590 SEWER FUND							20,739.61
Fund: 591 WATER FUND							
12/15/2023	029	69655*#	MICHIGAN MUNICIPAL RISK MANAGEME	INSURANCE LIABILITY	955.000	538	8,766.04
Total for fund 591 WATER FUND							8,766.04
Fund: 701 TRUST & AGENCY FUND							
12/15/2023	029	69623	CJM Builders LLC	BSER098-22 - PSE22-0075	283.000	000	500.00
12/15/2023	029	69624	CLEARVIEW HOMES, LLC	BC222-22 - PB22-0229	283.000	000	500.00
				BSER121-22 - PSE22-0090	283.000	000	500.00
CHECK 029 69624 TOTAL FOR FUND 701:							1,000.00
12/15/2023	029	69630	Derek Polsdorfer	BSER030-23 - PSE22-0054	283.000	000	500.00
12/15/2023	029	69644	JS Capitol Construction	BPER003-23 - PB23-0065	283.000	000	295,000.00
12/15/2023	029	69660	N.O.T.A.	DELINQUENT TAXES	277.000	000	10.56
12/15/2023	029	69667*#	OAKLAND COUNTY TREASURER	TRAILER PARK FEES	278.000	000	5,462.50
12/15/2023	029	69672	OXFORD PUBLIC LIBRARY	DELINQUENT TAXES	277.000	000	544.24
12/15/2023	029	69673	OXFORD TOWNSHIP	DELINQUENT TAXES	277.000	000	719.20
12/15/2023	029	69674	OXFORD TOWNSHIP GENERAL FUND	TRAILER PARK FEES	278.000	000	1,092.50
12/15/2023	029	69675	OXFORD TWP FIRE FUND	DELINQUENT TAXES	277.000	000	1,827.98
12/15/2023	029	69676*#	OXFORD TWP PARKS AND RECREATION	DELINQUENT TAXES	277.000	000	404.20
12/15/2023	029	69677	OXFORD TWP PARKS BOND DEBT FUND	DELINQUENT TAXES	277.000	000	87.29
12/15/2023	029	69678	OXFORD TWP POLICE CONT FUND	DELINQUENT TAXES	277.000	000	1,534.78

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 TRUST & AGENCY FUND							
12/15/2023	029	69682	PRICHARD, JANE A	BTA23-0004	283.001	000	500.00
12/15/2023	029	69716	VILLAGE OF OXFORD DDA	DELINQUENT TAXES	277.000	000	1,268.88
				Total for fund 701 TRUST & AGENCY FUND			310,452.13
TOTAL - ALL FUNDS							836,427.08

'\*'-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
12/29/2023	CD	S	119310	SUMMARY CD 12/29/2023	
100-000-001.000			CHECKING ACCOUNT OXFORD BANK		194,101.69
100-000-084.101			DUE FROM GENERAL FUND	35,997.66	
100-000-084.206			DUE FROM OXFORD FIRE DEPT	83,572.16	
100-000-084.207			DUE FROM POLICE	27,415.83	
100-000-084.208			DUE FROM PARKS & REC	39,095.16	
100-000-084.249			DUE FROM BUILDING DEPARTMENT	5,666.31	
100-000-084.296			DUE FROM CABLE	266.21	
100-000-084.590			DUE FROM SEWER	1,088.36	
100-000-084.701			DUE FROM TRUST & AGENCY	1,000.00	
101-000-202.000			ACCOUNTS PAYABLE	35,997.66	
101-000-215.000			DUE TO		35,997.66
206-000-202.000			ACCOUNTS PAYABLE	83,572.16	
206-000-215.000			DUE TO CLEARING FUND		83,572.16
207-000-202.000			ACCOUNTS PAYABLE	27,415.83	
207-000-215.000			DUE TO CLEARING FUND		27,415.83
208-000-202.000			ACCOUNTS PAYABLE	39,095.16	
208-000-215.000			DUE TO CLEARING FUND		39,095.16
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	266.21	
296-000-215.000			DUE TO CLEARING FUND		266.21
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	1,000.00	
701-000-215.000			DUE TO OTHER FUNDS		1,000.00
				<u>388,203.38</u>	<u>388,203.38</u>
				<u><u>388,203.38</u></u>	<u><u>388,203.38</u></u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
12/29/2023	029	69722	AARON'S LAWN IN ORDER LLC	CONTRACT CEMETERY MAINTENANCE	825.000	567	5,700.00
12/29/2023	029	69728*#	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	1,426.41
				INSURANCE MEDICAL - OLD POLICE FUND	716.002	270	1,197.78
				CHECK 029 69728 TOTAL FOR FUND 101:			<u>21,500.15</u>
12/29/2023	029	69730	CHARLOTTE WARNKE	MILEAGE/MEALS ON WHEELS	860.002	695	91.06
12/29/2023	029	69742	GENESEE VALLEY VAULT, INC	FEES CEMETERY OPENING/CLOSING	712.011	567	600.00
				FEES CEMETERY OPENING/CLOSING	712.011	567	300.00
				FEES CEMETERY - FOUNDATION EXPENSE	712.012	567	252.00
				CHECK 029 69742 TOTAL FOR FUND 101:			<u>1,152.00</u>
12/29/2023	029	69744	HI-HILL LAWN SERVICE	MAINTENANCE GROUNDS	932.001	265	239.58
12/29/2023	029	69747*#	J.C. EHRlich	MAINTENANCE BLDG/GROUNDS	931.000	265	84.52
12/29/2023	029	69752*#	KCL GROUP BENEFITS	INSURANCE MEDICAL	716.000	270	373.40
12/29/2023	029	69761*#	MISWITCH COMMUNICATIONS, INC	TELEPHONE	853.000	265	832.81
12/29/2023	029	69770	PRINTING SYSTEMS	OFFICE SUPPLIES	728.000	262	588.33
				OFFICE SUPPLIES	728.000	262	225.49
				OFFICE SUPPLIES	728.000	262	535.81
				CHECK 029 69770 TOTAL FOR FUND 101:			<u>1,349.63</u>
12/29/2023	029	69783	VC3, INC	MAINTENANCE EQUIPMENT	933.000	267	295.50
12/29/2023	029	69785*#	VIEW NEWSPAPER GROUP	PUBLIC RELATIONS	880.000	267	3,353.97
12/29/2023	029	69786	VOYA RETIREMENT INS & ANNUITY CO	DEFERRED COMP	231.040	000	1,025.04
				Total for fund 101 GENERAL FUND			<u>35,997.66</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
12/29/2023	029	69725	ARBOR PROFESSIONAL SOLUTIONS	UNALLOCATED COST RECOVERY BILLING	802.001	357	127.00
12/29/2023	029	69726*#	AT&T MOBILITY	TELEPHONE	853.000	357	21.25
12/29/2023	029	69727	BATTERY WORLD	RADIO/COMMUNICATIONS SUPPLIES	791.002	357	3.95
12/29/2023	029	69728*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	357	49,403.31
12/29/2023	029	69729	BOUND TREE MEDICAL, LLC	UNIFORM EXPENSE UNIFORMS	731.000	357	100.14
				OPERATING SUPPLIES-MEDICAL	742.000	357	39.66
				UNIFORMS-PAID ON CALL	754.000	357	44.09
				CHECK 029 69729 TOTAL FOR FUND 206:			183.89
12/29/2023	029	69738	EDGAR SEDANO	UNIFORM EXPENSE UNIFORMS	731.000	357	158.95
12/29/2023	029	69740	FIRESTONE COMPLETE AUTO CARE	VEHICLE MAINTENANCE-MEDICAL	791.003	357	1,707.92
12/29/2023	029	69741	FIRSTNET - AT&T MOBILITY	CELL PHONES	854.000	357	889.85
12/29/2023	029	69745	IMPERIALDADE	BUILDING MAINTENANCE-PARTS/SUPPLIES	748.000	357	373.48
12/29/2023	029	69747*#	J.C. EHRlich	BUILDING MAINTENANCE - LABOR	748.001	357	51.98
				BUILDING MAINTENANCE - LABOR	748.001	357	51.98
				CHECK 029 69747 TOTAL FOR FUND 206:			103.96
12/29/2023	029	69751	JUSTIN TEMPLETON	UNIFORM EXPENSE UNIFORMS	731.000	357	194.83
12/29/2023	029	69753	KEVIN SNELL	UNIFORM EXPENSE UNIFORMS	731.000	357	97.56
12/29/2023	029	69756	LINDE GAS & EQUIPMENT INC	OPERATING SUPPLIES-MEDICAL	742.000	357	120.36
				OPERATING SUPPLIES-MEDICAL	742.000	357	253.56
				CHECK 029 69756 TOTAL FOR FUND 206:			373.92
12/29/2023	029	69758	MICHIGAN LAUNDRY MACHINERY SERVI	BUILDING MAINTENANCE - LABOR	748.001	357	652.02
12/29/2023	029	69765	NYE UNIFORM	UNIFORM EXPENSE UNIFORMS	731.000	357	312.00
				UNIFORM EXPENSE UNIFORMS	731.000	357	65.49
				UNIFORM EXPENSE UNIFORMS	731.000	357	411.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 206 OXFORD FIRE DEPARTMENT FUND							
				UNIFORM EXPENSE UNIFORMS	731.000	357	710.62
				UNIFORMS-PAID ON CALL	754.000	357	88.52
				UNIFORMS-PAID ON CALL	754.000	357	199.14
				CHECK 029 69765 TOTAL FOR FUND 206:			<u>1,787.27</u>
12/29/2023	029	69766	OAKLAND COUNTY	DISPATCHING	805.000	357	5,983.00
12/29/2023	029	69767	OAKLAND FUELS	GAS DIESEL FUEL	780.010	357	990.01
12/29/2023	029	69772	R & R FIRE TRUCK REPAIR	VEHICLE MAINTENANCE-FIRE	791.001	357	423.46
				VEHICLE MAINTENANCE (LABOR)	934.001	357	610.35
				CHECK 029 69772 TOTAL FOR FUND 206:			<u>1,033.81</u>
12/29/2023	029	69773	ROYAL OAK HEATING & COOLING	BUILDING MAINTENANCE - LABOR	748.001	357	515.00
12/29/2023	029	69780*#	TOOL SPORT & SIGN CO, INC	UNIFORM EXPENSE UNIFORMS	731.000	357	98.00
				UNIFORM EXPENSE UNIFORMS	731.000	357	48.00
				CHECK 029 69780 TOTAL FOR FUND 206:			<u>146.00</u>
12/29/2023	029	69781	TURNOUT MANAGEMENT	TURN-OUT GEAR	743.000	357	126.50
12/29/2023	029	69782	ULINE	TOOLS	752.000	357	645.68
12/29/2023	029	69784	VFIS	INSURANCE LIABILITY-VFIS	955.000	357	4,874.31
				INSURANCE FIREFIGHTERS	955.010	357	4,152.19
				FLEET INSURANCE	955.020	357	9,026.50
				CHECK 029 69784 TOTAL FOR FUND 206:			<u>18,053.00</u>
				Total for fund 206 OXFORD FIRE DEPARTMENT FUND			83,572.16
Fund: 207 POLICE CONTRACTING (OCSO) FUND							
12/29/2023	029	69723	AKA ARCHITECTS INC	SUBSTATION EXPANSION	976.002	302	26,250.00
12/29/2023	029	69728*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	302	1,106.23
12/29/2023	029	69752*#	KCL GROUP BENEFITS	INSURANCE MEDICAL	716.000	302	59.60
				Total for fund 207 POLICE CONTRACTING (OCSO) FU			27,415.83

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
12/29/2023	029	69724	AMAZING ATHLETES	PROF/CONT YOUTH SPORTS MISC.	816.633	752	89.60
12/29/2023	029	69726*#	AT&T MOBILITY	CELL PHONES	854.000	751	70.61
				OPER. SUPPLIES SUMMER CAMP	740.550	752	11.15
				CHECK 029 69726 TOTAL FOR FUND 208:			<u>81.76</u>
12/29/2023	029	69728*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	751	2,443.73
				INSURANCE MEDICAL	716.000	751	2,207.34
				INSURANCE MEDICAL	716.000	752	3,752.81
				INSURANCE MEDICAL	716.000	757	6,049.90
				CHECK 029 69728 TOTAL FOR FUND 208:			<u>14,453.78</u>
12/29/2023	029	69732	CLEAR CUT ICE	OPER. SUPPLIES SEYMOUR CELEBRATION	740.620	752	600.00
12/29/2023	029	69733	CUSTOM THREADS & SPORTS	OPER. SUPPLIES YOUTH SPORTS CAMP	740.632	752	597.50
12/29/2023	029	69736	DEAF C.A.N.!	OPER. SUPPLIES SUMMER CAMP	740.550	752	2,426.76
12/29/2023	029	69737	DONNA MARTIN	PROF/CONT SENIOR LIFE SKILLS	816.404	758	272.00
12/29/2023	029	69739	EXCITE TOURS, LLC	PROF/CONT TRAVEL	816.671	758	10,575.00
12/29/2023	029	69746	INDEPENDENCE VILLAGE OF OXFORD	SENIOR ENRICHMENT SUPPLIES	728.402	758	864.00
				SENIOR SPECIAL EVENTS SUPPLIES	728.405	758	216.00
				CHECK 029 69746 TOTAL FOR FUND 208:			<u>1,080.00</u>
12/29/2023	029	69754	KK MECHANICAL LLC	MAINTENANCE RENTAL HOUSE EXPENSES	931.664	757	398.00
12/29/2023	029	69757	MICHIGAN ELITE VBA	OPER. SUPPLIES YOUTH VOLLEYBALL	740.628	752	50.00
12/29/2023	029	69759	MICHIGAN YOUTH SOCCER LEAGUE	OPER. SUPPLIES SELECT SOCCER LEAGUE	740.637	752	1,925.00
12/29/2023	029	69760	MIKE STAFF PRODUCTIONS	PROF/CONT DADDY/DAUGHTER DANCE	816.614	752	400.00
12/29/2023	029	69761*#	MISWITCH COMMUNICATIONS, INC	TELEPHONE	853.000	751	194.51
12/29/2023	029	69762	MR OZ STONECARVING	PARK MEMORIALS	974.700	757	400.00
12/29/2023	029	69763	NORTH COUNTY VOLLEYBALL	OPER. SUPPLIES YOUTH VOLLEYBALL	740.628	752	50.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 208 PARKS & RECREATION FUND							
12/29/2023	029	69764	NORTH COUNTY VOLLEYBALL	OPER. SUPPLIES YOUTH VOLLEYBALL	740.628	752	250.00
12/29/2023	029	69768	OTC BRANDS, INC	OPER. SUPPLIES CONTINENTAL CLAUS	740.613	752	156.80
12/29/2023	029	69774	SPENCER OIL CO	GAS/DIESEL SEYMOUR	934.661	757	714.09
				GAS/DIESEL SEYMOUR	934.661	757	200.63
				CHECK 029 69774 TOTAL FOR FUND 208:			<u>914.72</u>
12/29/2023	029	69776	SUSAN DOUGLAS	PROF/CONT YOUTH LIFE SKILL CLASSES	816.639	752	287.00
12/29/2023	029	69778	TEAM DETROIT	OPER. SUPPLIES YOUTH VOLLEYBALL	740.628	752	375.00
12/29/2023	029	69780*#	TOOL SPORT & SIGN CO, INC	OPER. SUPPLIES YOUTH BOYS BASKETBALL	740.623	752	139.00
				OPER. SUPPLIES YOUTH BOYS BASKETBALL	740.623	752	24.75
				CHECK 029 69780 TOTAL FOR FUND 208:			<u>163.75</u>
12/29/2023	029	69785*#	VIEW NEWSPAPER GROUP	BROCHURE PRINTING	900.000	751	3,353.98
				Total for fund 208 PARKS & RECREATION FUND			39,095.16
Fund: 249 BUILDING DEPARTMENT FUND							
12/29/2023	029	69728*#	BLUE CROSS BLUE SHIELD OF MICHIG	INSURANCE MEDICAL	716.000	289	4,108.36
12/29/2023	029	69749	JIM SMITHER	MILEAGE EXPENSE	860.000	289	350.00
12/29/2023	029	69750	JODY KINJORSKI	MILEAGE EXPENSE	860.000	289	350.00
12/29/2023	029	69752*#	KCL GROUP BENEFITS	INSURANCE MEDICAL	716.000	289	157.95
12/29/2023	029	69769	PATRICK H PAYNE	MILEAGE EXPENSE	860.000	289	350.00
12/29/2023	029	69779	TOM BERGER	MILEAGE EXPENSE	860.000	289	350.00
				Total for fund 249 BUILDING DEPARTMENT FUND			5,666.31
Fund: 296 CABLE TV FUND							
12/29/2023	029	69734	DANIEL ZWIEZ	MILEAGE EXPENSE	860.000	296	22.27
12/29/2023	029	69735	DAVID F KENNY	MILEAGE EXPENSE	860.000	296	23.58
12/29/2023	029	69748	JEBEDIAH CALHOUN	MILEAGE EXPENSE	860.000	296	67.47

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 296 CABLE TV FUND							
12/29/2023	029	69755	KYLE SNAGE	MILEAGE EXPENSE	860.000	296	19.65
12/29/2023	029	69771	QUILL	OFFICE SUPPLIES	728.000	296	69.99
12/29/2023	029	69777	T-MOBILE	TELEPHONE WEB/ATT	853.001	296	63.25
Total for fund 296 CABLE TV FUND							266.21
Fund: 590 SEWER FUND							
12/29/2023	029	69743	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							
12/29/2023	029	69731	CJM Builders LLC	BSER060-22 - PSE22-0042	283.000	000	500.00
12/29/2023	029	69775	Stover, Timothy	BSER074-22 - PSE22-0056	283.000	000	500.00
Total for fund 701 TRUST & AGENCY FUND							1,000.00
TOTAL - ALL FUNDS							194,101.69

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

**Payroll Liability**

<b>Total Cash Required</b>			<b>\$35,175.73</b>
Debit for FSDD (Full Service Direct Deposit)	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968		\$24,771.94
Debit for Taxes	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968		\$10,403.79
Total cash required for OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968			\$35,175.73

**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**

<b>Total Cash Required</b>		<b>\$39,836.39</b>
Debit for Checks (Net Pay)	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$114.78
Debit for FSDD (Full Service Direct Deposit)	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$28,444.69
Debit for Taxes	OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968	\$11,276.92
Total cash required for OXFORD BANK, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1968		\$39,836.39

**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#: 49 Pay Date: 12/07/2023 P/E Date: 12/02/2023  
 Qtr/Year: 4/2023 Run Time/Date: 15:22:40 PM EST 12/04/2023

<b>Taxes Debited</b>	Federal Income Tax	14,712.95	
	Earned Income Credit Advances	0.00	
	Social Security - EE	7,403.72	
	Social Security - ER	7,403.69	7,403.69
	Social Security Adj - EE	0.00	
	Medicare - EE	1,731.50	
	Medicare - ER	1,731.51	1,731.51
	Medicare Adj - EE	0.00	<b>9,135.20</b>
	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	4,670.93	
	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	165.20	<b>165.20</b>
	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		
<b>Total Taxes Debited</b>	<b>37,819.50</b>		
<b>Other Transfers</b>	Full Service Direct Deposit Acct. No.XXX7204Tran/ABAXXXXXXXX	86,031.88	
	Wage Garnishments Acct. No.XXX7204Tran/ABAXXXXXXXX	688.67	
	<b>Total Amount Debited From Your Account</b>		<b>124,540.05</b>
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00	<b>124,540.05</b>
	Adjustments/Prepay/Voids	0.00	<b>124,540.05</b>
<b>Taxes- Your Responsibility</b>	<b>None this payroll</b>		<b>124,540.05</b>

**Statistical Summary**

Company: 7TH - CHARTER TOWN Service Center: 0056 Great Lakes Status: Under Review  
 Week#: 51 Pay Date: 12/21/2023 P/E Date: 12/16/2023  
 Qtr/Year: 4/2023 Run Time/Date: 13:37:50 PM EST 12/18/2023

<b>Taxes Debited</b>	Federal Income Tax	8,955.09		
	Earned Income Credit Advances	0.00		
	Social Security - EE	4,644.85		
	Social Security - ER	4,644.86		
	Social Security Adj - EE	0.00		
	Medicare - EE	1,086.31		
	Medicare - ER	1,086.30		
	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	2,840.85		
	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	49.70		
	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			
<b>Total Taxes Debited</b>	<b>23,307.96</b>			
<b>Other Transfers</b>	Full Service Direct Deposit Acct. No.XXX7204Tran/ABAXXXXXXXX	53,236.71		
	Wage Garnishments Acct. No.XXX7204Tran/ABAXXXXXXXX	688.67		
	<b>Total Amount Debited From Your Account</b>		77,233.34	
<b>Bank Debits &amp; Other Liability</b>	Checks	0.00		77,233.34
	Adjustments/Prepay/Voids	0.00		77,233.34
<b>Taxes- Your Responsibility</b>	None this payroll			77,233.34

**Payroll Liability**

<b>Total Cash Required</b>		<b>\$18,863.38</b>
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$14,277.81
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$4,585.57
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1		\$18,863.38

**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.

**Payroll Liability**

<b>Total Cash Required</b>		<b>\$24,593.96</b>
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$18,822.81
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1	\$5,771.15
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXXXX83-1		\$24,593.96

**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**

<b>Total Cash Required</b>		<b>\$8,371.47</b>
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$6,442.79
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$1,928.68
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976		\$8,371.47

**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

<b>Total Cash Required</b>		<b>\$8,885.82</b>
Debit for FSDD (Full Service Direct Deposit)	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$6,857.65
Debit for Taxes	Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976	\$2,028.17
Total cash required for Oxford Bank, Routing/Transit no. (ABA) 072404333, Bank account no. XXX1976		\$8,885.82

#### 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
01/10/2024	CD	S	119397	SUMMARY CD 01/10/2024	
100-000-001.000			CHECKING ACCOUNT OXFORD BANK		54,474.54
100-000-084.101			DUE FROM GENERAL FUND	29,744.50	
100-000-084.207			DUE FROM POLICE	2,500.00	
100-000-084.208			DUE FROM PARKS & REC	790.00	
100-000-084.249			DUE FROM BUILDING DEPARTMENT	10,866.50	
100-000-084.296			DUE FROM CABLE	63.54	
100-000-084.297			DUE FROM SAFETY PATH	410.00	
100-000-084.298			DUE FROM POLLY ANN TRAIL FUND	2,500.00	
100-000-084.590			DUE FROM SEWER	180.00	
100-000-084.591			DUE FROM WATER	4,510.00	
100-000-084.701			DUE FROM TRUST & AGENCY	2,910.00	
101-000-202.000			ACCOUNTS PAYABLE	29,744.50	
101-000-215.000			DUE TO		29,744.50
207-000-202.000			ACCOUNTS PAYABLE	2,500.00	
207-000-215.000			DUE TO CLEARING FUND		2,500.00
208-000-202.000			ACCOUNTS PAYABLE	790.00	
208-000-215.000			DUE TO CLEARING FUND		790.00
249-000-202.000			ACCOUNTS PAYABLE	10,866.50	
249-000-215.000			DUE TO CLEARING FUND		10,866.50
296-000-202.000			ACCOUNTS PAYABLE	63.54	
296-000-215.000			DUE TO CLEARING FUND		63.54
297-000-202.000			ACCOUNTS PAYABLE	410.00	
297-000-215.000			DUE TO CLEARING FUND		410.00
298-000-202.000			ACCOUNTS PAYABLE	2,500.00	
298-000-215.000			DUE TO CLEARING FUND		2,500.00
590-000-202.000			ACCOUNTS PAYABLE	180.00	
590-000-215.000			DUE TO CLEARING FUND		180.00
591-000-202.000			ACCOUNTS PAYABLE	4,510.00	
591-000-215.000			DUE TO CLEARING FUND		4,510.00
701-000-202.000			ACCOUNTS PAYABLE	2,910.00	
701-000-215.000			DUE TO OTHER FUNDS		2,910.00
				<u>108,949.08</u>	<u>108,949.08</u>
				<u>108,949.08</u>	<u>108,949.08</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/10/2024	029	69793*#	SHARPE ENGINEERING	ARPA EXPENSES	962.002	267	25,605.00
				ARPA EXPENSES	962.002	267	3,439.50
				ENGINEERING FEES - GENERAL	821.000	447	700.00
				CHECK 029 69793 TOTAL FOR FUND 101:			<u>29,744.50</u>
				Total for fund 101 GENERAL FUND			29,744.50
Fund: 207 POLICE CONTRACTING (OCSO) FUND							
01/10/2024	029	69794	THE KELLY FIRM	LEGAL FEES	826.000	302	2,500.00
				Total for fund 207 POLICE CONTRACTING (OCSO) FU			2,500.00
Fund: 208 PARKS & RECREATION FUND							
01/10/2024	029	69795	THOMAS COATOAM	PROF/CONT SELECT SOCCER LEAGUE	816.637	752	790.00
				Total for fund 208 PARKS & RECREATION FUND			790.00
Fund: 249 BUILDING DEPARTMENT FUND							
01/10/2024	029	69787	JIM SMITHER	FEES HEATING INSPECTOR	712.002	289	1,710.00
01/10/2024	029	69788*#	JODY KINJORSKI	FEES PLUMBING INSPECTOR	712.004	289	585.00
01/10/2024	029	69791	PAYNE ELECTRIC LLC	FEES ELECTRIC INSPECTORS	712.001	289	1,350.00
01/10/2024	029	69792	RICHARD VELLUCCI	FEES ELECTRIC INSPECTORS	712.001	289	315.00
01/10/2024	029	69793*#	SHARPE ENGINEERING	ENGINEER INSPECTOR FEE	712.010	289	270.00
				SOIL EROSION INSPECTOR	712.013	289	1,537.50
				CHECK 029 69793 TOTAL FOR FUND 249:			<u>1,807.50</u>
01/10/2024	029	69796	TOM BERGER	FEES BUILDING INSPECTOR	712.009	289	5,099.00
				Total for fund 249 BUILDING DEPARTMENT FUND			10,866.50
Fund: 296 CABLE TV FUND							
01/10/2024	029	69789	JOSEPH CALHOUN	MILEAGE EXPENSE	860.000	296	63.54
				Total for fund 296 CABLE TV FUND			63.54
Fund: 297 SAFETY PATH FUND							
01/10/2024	029	69793*#	SHARPE ENGINEERING	ENGINEERING FEES - GENERAL	821.000	852	410.00
				Total for fund 297 SAFETY PATH FUND			410.00
Fund: 298 POLLY ANN TRAIL FUND							
01/10/2024	029	69790	LINDA MORAN SERVICES, LLC	CONTRACTED SERVICES PATC	824.000	853	2,500.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 298 POLLY ANN TRAIL FUND							
				Total for fund 298 POLLY ANN TRAIL FUND			2,500.00
Fund: 590 SEWER FUND							
01/10/2024	029	69788*#	JODY KINJORSKI	INSPECTOR FEES	712.000	527	180.00
				Total for fund 590 SEWER FUND			180.00
Fund: 591 WATER FUND							
01/10/2024	029	69788*#	JODY KINJORSKI	INSPECTOR FEES	712.000	538	180.00
01/10/2024	029	69793*#	SHARPE ENGINEERING	ENGINEERING FEES - GENERAL	821.000	538	4,330.00
				Total for fund 591 WATER FUND			4,510.00
Fund: 701 TRUST & AGENCY FUND							
01/10/2024	029	69793*#	SHARPE ENGINEERING	BTA23-0001	283.001	000	615.00
				Consultation (Escrow)	283.001	000	495.00
				Consultation (Escrow)	283.001	000	1,800.00
				CHECK 029 69793 TOTAL FOR FUND 701:			<u>2,910.00</u>
				Total for fund 701 TRUST & AGENCY FUND			2,910.00
TOTAL - ALL FUNDS							54,474.54

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

# Committee and Representative Reports

**January 10, 2024**

*(Reports not submitted **highlighted**)*

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 of Oxford Planning Commission

Water & Sewer

**Web Site**

**Zoning Board of Appeals (ZBA)**

# American Rescue Plan Act Committee Report

Date: January 10, 2024

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:

To provide you an update:

- The remaining ARPA funds, \$35,329.94, were allocated toward the construction of pickleball courts.
- The total \$2,031,364.94 ARPA funds have been allocated.
- Attached is a summary of the ARPA funded project allocations.
- Project monitoring will continue so all ARPA funded projects are properly expensed within the approved ARPA amounts and expenditure deadlines.
- A final 2023 annual report will be due April 30, 2024.

<b>American Rescue Plan Act ("ARPA") - Use of Funds</b>			
<u>ARPA funds approved</u>	<u>Expenses</u>	<u>Remaining Balance</u>	<u>Most Recent Invoice</u>
\$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, 2023 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
<b>\$2,031,364.94</b>	<b>\$1,323,950.60</b>	<b>\$707,414.34</b>	<b>TOTALS</b>
\$1,015,694.03	= ARPA Funds first installment received in 2021		
\$1,015,670.91	= ARPA Funds second installment received in 2022		
<b>\$2,031,364.94</b>	= Total ARPA Funds received		
<b>\$0.00 = Current Balance of Remaining ARPA Funds to be allocated</b>			

# **CHARTER TOWNSHIP OF OXFORD**

**Date:** January 10, 2024

**To:** Board of Trustees

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

**Re.** Capital Improvement 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.

# **CHARTER TOWNSHIP OF OXFORD**

**Date:** January 10, 2024

**To:** Board of Trustees

**From:** Cemetery Committee  
*(Jack Curtis, Curtis Wright)*

**Re.** Cemetery 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.

# **CHARTER TOWNSHIP OF OXFORD**

**Date:** January 10, 2024

**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 January 3 and discussed the following topics:

- The possibility of forming a personnel committee
- Seeking direction from the board regarding who should be responsible for HR related issues

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

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

# ELECTION COMMISSION

Date: January 10, 2024

To: Board of Trustees

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

Re: Election Commission Report

Dear Board Members:

- The Public Accuracy Test for February 27, 2024 2024 Presidential Primary Election is scheduled for 3:30 p.m., Wednesday January 17, 2024 at the Oxford Township Offices.
- The next Election Commission Meeting will be scheduled between January 18<sup>th</sup> and February 6<sup>th</sup> to appoint election inspectors 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.
- The Election Commission will also be meeting prior to the August 6, 2024 Primary Election and the November 6, 2024 General Election to authorize an absent voter counting board.

# **CHARTER TOWNSHIP OF OXFORD**

**Date:** January 10, 2024

**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.

January 10 2024

To: Board of Trustees

From: Master Plan Steering Committee

The Steering Committee has issued 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.

Please complete the survey and encourage Oxford residents to complete a survey as well

# **CHARTER TOWNSHIP OF OXFORD**

**Date:** January 10, 2024

**To:** Board of Trustees

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

**Re.** NOTA Update

Dear Board Members:

There was no NOTA meeting for the month of December. NOTA meetings take place at the NOTA Office: 675 S. Glaspie St. A meeting schedule will be included with next month's committee report. Thank you.

January 10, 2024

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.

Nothing to report

# **CHARTER TOWNSHIP OF OXFORD**

**Date:** January 10, 2024

**To:** Board of Trustees

**From:** Planned Unit Development Committee  
*(Catherine Colvin, Tom Berger, Justin Ballard)*

**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.

January 10, 2024

To: Board of Trustees

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

Nothing to report

# POLLY ANN TRAIL

Date: January 10, 2024

To: Board of Trustees

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

Re: Polly Ann Trail

Dear Board Members:

- The Polly Ann Trailway Management Council December 20, 2023 Meeting was cancelled due to lack of a quorum.
- 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.
- 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 Drahrer Road were removed November 17, 2023.
- The next Council Meeting is 3:00 p.m. Wednesday, January 17, 2024 at the Oxford Township Offices.

# SAFETY PATH COMMITTEE

Date: January 10, 2024

To: Board of Trustees

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

Re: Safety Paths

Dear Board Members:

- Sharpe Engineering was directed to analyze the condition of the existing safety path system and report back to the Safety Path Committee.
- The Seymour Lake Road Safety Path project from Dunlap Road to Sanders Road is proposed to be bid in the Spring of 2024.
- 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 to be completed in early 2024.
- 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 at the March 13, 2024 Township Board Meeting.
- The Seymour Lake Road Engineering Design has been completed from Sanders Road to Seymour Lake Park.
- The tunnel under M-24 on the Boulder Point Golf Course was approved for utilization as part of the safety path system if offered to Oxford Township.
- The safety path committee will be proposing an annual safety path maintenance plan to the Township Board.

January 10, 2024

To: Board of Trustees

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

Nothing to report

# SPONGY MOTH COMMITTEE

Date: January 10, 2024

To: Board of Trustees

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

Re: Spongy Moths

Dear Board Members:

Nothing new to report.

- Oakland County will be contacted for an update for the 2024 Spongy Moth Spraying Program.
- There was a comment to change the change the Committee name to Invasive Species Committee to address other infestations in addition to spongy moths. Nothing further on this request.

January 10, 2024

To: Board of Trustees

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

Nothing to report

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 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month as schedule permits. Meetings are held at 7:00 p.m.

# WATER AND SEWER COMMITTEE

Date: January 10, 2024

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 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.
- Koenig Materials was approved to connect to the water system. Permits need to be approved.
- 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. Construction is estimated to start in late 2024.
- 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, January 30, 2024.
- Sharpe Engineering was requested to provide a cost estimate to update the Oxford Township Sanitary Sewer Master Plan and the Oxford Township Water General Plan and Reliability Study. These documents were last updated in 2014.

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

<u>Permits Issued</u>	YTD
Res - Single Family Home	71
Res - Multiple Family	0
Commercial	24
Building	146
Electrical	404
Mechanical	466
Plumbing	151
Water	70
Sewer	72
Change of Occupancy	6
Soil Erosion	83
Grading	38
Total Permits Issued All Categories	1541
<u>On-Line Services Used</u>	
Permits	740
Inspections Scheduled	1341
<u>Construction Plan Reviews</u>	270
<u>Inspections</u>	
Building	1284
Electrical	746
Mechanical & Plumbing	1617
Soil Erosion	1530
Grading	94
Total Inspections	5074
<u>Certificates of Occupancy</u>	
Temporary	11
Full	97
<u>FOIA Requests</u>	40

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

**ZBA**

(7) 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
- Faircloth – 1611 Harwood

Workshop training – May 8, 2023

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

**PC**

( 13 ) meetings in 2023

**Jan 2023 (1)**

- Amended FSP – Meijer – create new outlet
- FSP – Taco Bell – 870 North Lapeer Rd
- PH – MI Homes rezoning (postponed)

**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 Master Plan approved

**Oct 2023 (1)**

Community Engagement Steering Committee members appointed  
Discussion of Master Plan Update

**Nov 2023 (1)**

Discussion of Master Plan Update

**Dec 2023 (1)**

FSP – Sanctuary Hills  
ZO Amend – Signs  
Discussion of Master Plan Update  
Commissioner Resignation

**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

**Jul 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

### **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

OAKLAND COUNTY NEIGHBORHOOD & HOUSING DEVELOPMENT

**HOME IMPROVEMENT PROGRAM REPORT**

Program Year: July 1, 2023 through June 30, 2024

**July-October**  
7/1/2023 thru 10/31/2023

COMMUNITIES	APPLICATION STATUS					
	Received	Approvals	Denied	Under Const.	Completions	Total Project(s) Amount
	Year to Date	Year to Date	Year to Date	Current	Year to Date	Year to Date
Addison	1	0	0	0	0	\$0
Auburn Hills	2	1	2	0	0	\$0
Berkley	4	2	1	0	2	\$48,255
Beverly Hills Vlg	0	0	0	0	0	\$0
Birmingham	0	0	0	0	0	\$0
Bloomfield Hills	0	0	0	0	0	\$0
Bloomfield Twp	2	0	1	0	0	\$0
Brandon Twp	6	8	0	3	0	\$0
Clarkston	0	1	0	0	1	\$24,025
Clawson	2	0	0	2	1	\$19,062
Commerce Twp	2	1	1	0	0	\$0
Farmington	0	0	1	0	0	\$0
Farmington Hills	2	0	2	0	0	\$0
Ferndale	4	4	0	2	3	\$84,625
Franklin Vlg	0	0	0	0	0	\$0
Groveland Twp	0	0	0	0	0	\$0
Hazel Park	8	9	3	7	5	\$106,265
Highland Twp	4	2	1	2	1	\$12,975
Holly Twp	0	0	0	0	2	\$57,229
Holly Vlg	2	2	0	0	1	\$24,100
Huntington Woods	1	0	0	0	0	\$0
Independence Twp	4	2	2	0	0	\$0
Keego Harbor	0	0	0	0	0	\$0
Lake Orion Vlg	0	0	0	0	0	\$0
Lathrup Vlg	1	1	1	1	0	\$0
Leonard Vlg	1	1	0	0	1	\$20,075
Lyon Twp	0	0	0	0	0	\$0
Madison Heights	9	11	4	3	5	\$74,835
Milford Twp	0	1	1	0	0	\$0
Milford Vlg	0	0	0	0	0	\$0
Northville	0	0	0	0	0	\$0
Novi	1	0	0	0	0	\$0
Oak Park	5	8	12	6	4	\$60,536
Oakland Twp	0	0	0	0	0	\$0
Orchard Lake Vlg	0	0	0	0	0	\$0
Orion Twp	7	1	3	2	3	\$63,792
Ortonville Vltg	0	1	0	0	0	\$0
Oxford Twp	3	0	0	1	1	\$13,575
Oxford Vlg	2	1	0	1	0	\$0
Pleasant Ridge	0	0	0	0	0	\$0
Pontiac	14	19	20	14	8	\$179,834
Rochester	0	1	1	0	0	\$0
Rochester Hills	1	2	0	3	1	\$19,450
Rose Twp	0	0	0	0	0	\$0
Royal Oak	0	0	0	0	0	\$0
Royal Oak Twp	1	1	2	0	0	\$0
South Lyon	0	0	0	0	0	\$0
Southfield	13	10	14	4	9	\$211,900
Springfield Twp	1	1	0	2	0	\$0
Sylvan Lake	0	0	0	0	0	\$0
Troy	4	1	0	1	3	\$60,200
Walled Lake	1	0	0	0	0	\$0
Waterford Twp	9	8	5	4	5	\$108,110
West Bloomfield Twp	7	1	1	1	1	\$19,170
White Lake Twp	7	2	3	1	2	\$40,079
Wixom	0	0	1	0	0	\$0
Wolverine Vlg	1	0	1	1	2	\$41,326
<b>TOTALS</b>	<b>132</b>	<b>103</b>	<b>83</b>	<b>61</b>	<b>61</b>	<b>\$1,286,418</b>

Average Loan Amount \$ 21,088.00 . Applications are date stamped and numbered as received:

First Completed First Served

Date: January 10, 2024

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Public Hearing: Establish an Industrial Development District on Parcel  
04-04-376-006

Dear Board Members:

As part of the requirement to create an Industrial Development District a Public Hearing is necessary.

A copy of the Public Hearing Notice is attached.

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

**Motion to Open Public Hearing:**

**I move to open the Public Hearing at \_\_\_\_\_ p.m. to discuss the establishment of an Industrial Development District on Parcel 04-04-376-006.**

**Motion to Close Public Hearing:**

**I move to close the Public Hearing at \_\_\_\_\_ p.m. to discuss the establishment of an Industrial Development District on Parcel 04-04-376-006.**

**OXFORD TWP.  
CHARTER TOWNSHIP OF OXFORD  
COUNTY OF OAKLAND  
STATE OF MICHIGAN  
NOTICE OF PUBLIC HEARING  
ON ESTABLISHMENT OF INDUSTRIAL DEVELOPMENT DISTRICT**

**PUBLIC NOTICE IS HEREBY GIVEN** that the Board will hold a public hearing on Wednesday, the 10th day of January 2024, at 6:30 o'clock p.m., prevailing Eastern Time, at the Township Offices, 300 Dunlap Road, Oxford, Michigan, to hear public comment regarding the proposed Industrial Development District.

**TAKE NOTICE** that pursuant to the provisions of Act 198, Public Acts of Michigan, 1974, as amended, the Township Board has received a request from Barron Industries for the Township to Establish an Industrial Development District.

Barron Industries has submitted a request to the Township to create an Industrial Development District at 3020 Adventure Drive, Oxford, MI. Pursuant to the request, Barron Industries plans to create a new "Aerospace and Defense Advanced Manufacturing Technology Center" on the parcel. Pursuant to MCL 207.554, a request for establishment of an industrial development district may only be filed in connection with a proposed replacement facility or new facility, the construction, acquisition, alteration, or installation of or for which has not commenced at the time of the filing of the request. If the Township grants the request to establish an Industrial Development District, the owner of the property on which the district is located may then apply for an Industrial Facilities Tax Exemption Certificate at a later date.

Persons wishing to express their views may do so in person at the public hearing or in writing addressed to: Charter Township of Oxford, Clerk's Office, 300 Dunlap Rd., Oxford, MI 48371.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the Township's Clerk's Office at (248) 628-9787, at least one day in advance to request mobility, visual, hearing or other assistance.

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

**PUBLISHED:** Oxford Leader – December 27, 2023

**POSTED:** Oxford Township  
Village of Oxford

CHARTER TOWNSHIP OF OXFORD COUNTY OF OAKLAND STATE OF MICHIGAN

ORDINANCE NO. 107A.008

AN ORDINANCE TO AMEND ARTICLE III OF CHAPTER 62 TITLED "SEWERS AND SEWAGE DISPOSAL" OF THE OXFORD CHARTER TOWNSHIP CODE BY AMENDING AND RESTATING ARTICLE III IN ITS ENTIRETY.

THE CHARTER TOWNSHIP OF OXFORD ORDAINS:

**SECTION 1 - AMENDMENT**

The Oxford Charter Township Code is hereby amended as follows:

1. Article III of Chapter 62 of the Oxford Charter Township Code is hereby amended to read as follows:

**ARTICLE III. SEWERS AND SEWAGE DISPOSAL DIVISION 1. GENERALLY**

**Sec. 62-81. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Acceptable alternative graywater system* means a system for the treatment and disposal of wastewater which normally does not receive human body wastes or industrial waste and is approved for use by the county health division.

*Acceptable innovative or alternative waste treatment system* means a decentralized or individual waste system which has been approved for use by the county health division and which is properly operated and maintained so as not to cause a health hazard or nuisance. An acceptable innovative or alternative waste treatment system may include, but is not limited to, an organic waste treatment system or compost toilet which operates on the principle of decomposition of heterogeneous organic materials by aerobic and facultatively, anaerobic organisms and utilizes an effectively aerobic composting process which produces a stabilized humus. Acceptable innovative or alternative waste treatment system does not include a septic tank-drain field system or any other system which is determined by the state department of Environment, Great lakes, and Energy to pose a similar threat to the public health, safety and welfare and to the quality of surface and subsurface waters of this state.

*Area and district* mean that portion of the township which is serviced by sanitary sewers, or has available sanitary sewers for service, or is to be served by sanitary sewers; this designation does not constitute a representation that the township will provide sanitary sewers in this area, but rather that the township will encourage otherwise acceptable development to be serviced by sanitary sewers. The area or district shall be adopted by resolution of the township board and is set forth in Appendix A of this article.

*As-built* means engineering drawings prepared after installation of wastewater facilities which shall show a statement by a registered engineer or surveyor certifying the drawings to be as-built plans and shall include, but not be limited to, length of sewer, invert elevation, location with respect to property lines, wye and riser locations and depths, sewer material and joints used, and mechanical, electrical and structural details for pump stations, wastewater treatment facilities and other appurtenances.

*Board and township board* mean the township board of trustees.

*Connection charge* means the amount charged at the time and in the amount as established by resolution of the township board from time to time, as provided in this article, for connecting or being connected to the township sewer system or to a privately owned sewer system, which in turn will be connected to the township sewer system, and represents the proportionate cost allocable to the premises for the interceptor, trunk, laterals and treatment facilities, by which sewage disposal services are provided.

*Connector stub* means a fixture attached to a sewer lateral as a means of extending the sewer system.

*County Water Resources Commissioner {"WRC"}* means the entity responsible for the operation and maintenance of the township sewer system pursuant to the terms of an operating agreement by and between the township and the county.

*Grinder Pump:* A grinder pump is a waste management device used to pump sanitary sewage from a building to a municipal sewerage system, where household waste from toilets, sinks, bathtubs, shower facilities, and washing machines flows through the home's pipes into a grinder pump holding tank. Once the waste inside the tank reaches a specific level, the pump will turn on, grind the waste into a fine slurry, and pump it to the township's sewer system.

*Inspection fee* means the amount charged to each applicant by the township to cover the cost of inspecting and approving the physical connection to the system and the issuance of a connection permit. The inspection fee shall be established by resolution of the township board from time to time.

*Multiple family residence* means any structure occupied as a residence by two or more single families living independently of each other where each family occupies a specific residence with separate cooking and lavatory facilities, which residence is separated by a common wall or floor, and whose sewer services are provided to the premises as one entity and charged for as one entity.

*Operating agreement* means the agreement between the township and the county, dated March 10, 2021, whereby the WRC, as a successor to the county board of public works, has agreed to assume operations and maintenance responsibilities for the township sewer system, which is also referred to herein as sewer system or system.

*Premises* means any dwelling, building, structure, or place where human beings reside, are employed or congregate and where such dwelling, building or structure is in existence, shall include the lot, parcel or property upon which such dwelling, building or structure stands, and in the case of buildings containing partitioned units for human use, such as apartments or stores within a shopping center building, the term premises means that individual partitioned unit.

*Sanitary sewer* means all conduits and appurtenances for the transmission of sewage from structures or premises.

*Sanitary sewer construction* means the laying, altering, or repairing of sanitary sewers.

*Service lead* means a pipe extending from the property line into premises for the purposes of removing sewage effluent.

*Sewage disposal lateral* and *lateral* mean the township extensions of the Clinton-Oakland sewage disposal system established under Public Act No. 185 of 1957 (MCL 123.731) as amended, to be constructed by the county under a certain contract dated June 9, 1970, between the county and the township, together with all additions and laterals added to the sewer system constructed by the township or by private developers.

*Sewage disposal services* means the collection, transportation, treatment, and disposal of sanitary sewage emanating from premises now or hereafter in the area served by the sewage disposal laterals.

*Sewer system and system* mean collectively all plants, work, properties and instrumentalities, as they shall from time to time exist, which are used or useful in connection with all sewer mains, laterals and appurtenances thereto, including specifically the township sewer system as described in the contracts between the county and the township.

*Structure* means a single building with one connection to the sewer system even though more than one premises may be located within the structure.

*Unit (also known as residential equivalent unit or REU)* means that measure of sanitary sewer disposal services equal to the quantity ordinarily required by occupants of a residence by a single family of average size, and the number or fraction of units assigned to any premises or type of premises by the township board, and adopting by reference the unit factor schedule (also known as residential equivalent unit (REU) allocation factor schedule) prepared by the township engineer, is designated to represent the potential sanitary sewer services thereof and resulting benefit as a multiple of the quantity ordinarily required by occupants of a residence by a single family of average size as determined from time to time by resolution of the township board.

*Unit factor schedule (also known as residential equivalent unit (REU) allocation factor schedule)* means a schedule prepared and adopted by resolution by the township board assigning "units" or fractions thereof to premises in accordance with the type or use of the premises for the purpose of determining connection charges and usage charges.

*Usage charges* means the amount charged to the premises in the area served by the sewer system for sewage disposal services and which may include a debt service factor.

*Water and sewer committee* means collectively those officials, employees and agents of the township invested by the board with authority over the system, but shall include the township supervisor as a member.

*Zoning ordinance* means the township zoning ordinance, Ordinance No. 67A.

(Ord. No. 107A, art. I, 1-12-2005; Ord. No. 107A.003, art. 1, 10-8-2008); Definitions generally, § 1-2.

#### **Sec. 62-82. Organization and management.**

- (a) The sewer system shall be operated and maintained by the WRC pursuant to the provisions of the operating agreement. The township shall collect all connection charges and usage charges paid for the connection to and use of the sewer system, respectively, and shall administer revenues received from these connection and usage charges. The sewer system shall otherwise be administered and managed by the township water and sewer committee (which shall include the township supervisor as a member) or by a designated agent. The township supervisor shall also enforce the terms of this article as required by law.
- (b) All revenues of the system shall be set aside and paid or transferred into the several funds of the system, as provided in this article.
- (c) All components of the sewer system shall be operated and maintained as one system on a combined rate basis and shall include all laterals, pumping stations, sewers, sewage disposal facilities and all attendant facilities and equipment which are used or useful in the operation and maintenance of the sewage disposal facilities and all attendant facilities and equipment which are used or useful in the operation and maintenance of the sewage disposal systems, now in existence or hereafter acquired or leased. (Ord. No. 107A, art. II, 1-12-2005)

#### **Sec. 62-83. Connection to sewers and extensions of sewer system.**

- (a) *Required.* Any existing premises from which sanitary sewage emanates shall be connected to the sewer system when a connection point to such sewer system is located in a right-of-way easement, highway, street or public way which crosses, adjoins or abuts upon the property and which right-of-way easement,

highway, street or public way passes not more than 200 feet distant from a structure on such property from which sanitary sewage originates. The connection shall be completed within 12 months after the connection point is made available to the premises in accordance with this section. Any new premises must connect to the sewer system pursuant to this section before a certificate of occupancy is granted to such premises pursuant to the terms of the zoning ordinance.

- (1) Permits for the remodeling, improvement, or change of use of any existing premises situated upon a parcel of land or platted lot which premises thereon is required to be connected to the sanitary sewer system pursuant to this subsection (a) shall not be issued unless such premises shall first be connected to the sewer system.
  - (2) Premises currently served or to be served by an acceptable innovative or alternative waste treatment system in combination with an acceptable alternative graywater system if approved by the county health division need not connect to the township's sewer system pursuant to this subsection (a).
  - (3) The 12-month period pursuant to this subsection (a) shall commence following a publication in a newspaper of general circulation in the township of the availability of the sewer system to premises generally in the township pursuant to this subsection (a) or following the mailing of a specific notice to any premises advising the owner or person responsible for the premises of the availability of the sewer system pursuant to this subsection (a). For those premises that are not single-family homes, the publication and/or notice shall include reference to the assigned unit factor, if applicable, and the unit factor review procedures as are set forth in section 62-111(1), and the same review procedures shall be applicable as are set forth in section 62-111(1).
  - (4) If any premises should fail to connect to the sewer system within the period set forth in this subsection (a), a notice shall be sent to the address of the owner of the premises by first class mail informing the owner of the approximate location of the sewer system lateral or other appurtenances where connection can be made within 200 feet of the premises and of the need for immediate connection. The notice shall also state that if the premises has not made connection within 90 days of the notice date that the township may bring a suit for mandatory injunction to compel connection. The notice shall reference the variance and hardship alternatives and connection permit requirements of this article.
- (b) *Variance.* The township water and sewer committee may grant a variance from the requirements of subsection (a) of this section. Such a variance from the terms of subsection (a) of this section shall not be granted by the township water and sewer committee unless and until:
- (1) An applicant submits a written request to the township water and sewer committee for a variance from the requirements of subsection (a) of this section and otherwise demonstrates that connection is impracticable and the premises is otherwise serviced by an existing waste treatment system that conforms with the requirements of the county health division.
  - (2) The township water and sewer committee shall make an investigation of the written application and may consult with the township engineer and other professionals pursuant to that investigation.
  - (3) The township water and sewer committee shall make findings of fact based upon competent evidence that the requirements of subsection (b)(1) of this section have been met.
  - (4) The township water and sewer committee shall further make a finding that the reasons set forth in the application justify the granting of a variance.
  - (5) The township water and sewer committee shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this article and will not be detrimental to the public welfare.
  - (6) In granting any variance, the township water and sewer committee may prescribe appropriate conditions and safeguards in conformity with this article. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be

deemed a violation of this article and punishable under applicable provisions of this article. Conditions imposed shall meet all of the following requirements: Be designed to protect natural resources, the health, safety and welfare, and the social and economic well-being of those who will use the premises under consideration, the residents and landowners immediately adjacent to the premises, and the community as a whole.

- (7) Any variance granted pursuant to this section shall only continue as long as the waste treatment system, in existence at the time the variance request was granted pursuant to subsection (b)(l) of this section, continues to function in accordance with the standards of the county health division. Should such waste treatment system fail, the variance shall terminate and the owner of the premises shall immediately connect the premises to the township's sewer system.
- (c) *Extensions and changes.* Extension of, or changes in, sanitary sewer laterals and/or the sewer system generally may be initiated by the township water and sewer committee or by petition from the property owners. Petitions for the construction of new sanitary sewer laterals shall be addressed to the township upon blank forms provided for that purpose. The township water and sewer committee may refuse to grant or may grant such petition, and may prescribe the conditions upon which the petition will be granted, and may require the written acceptance of such terms and conditions by the petitioners. The work shall be done at the expense of the property owners unless otherwise stipulated, and any and all extensions shall be subject to the provisions of this section. Appropriate petition forms shall be made available by the township.
- (1) Any persons who propose installing sanitary sewer laterals shall first submit complete plans and specifications, prepared by a registered civil engineer, for such work to the township for approval, upon receipt of which the township water and sewer committee shall determine the conditions for such installation upon consultation with the township engineer. Any applicant submitting plans and specifications under this section shall pay an amount into escrow with the township for the purpose of paying professional fees associated with review of plans and specifications. Any unused amount in escrow shall be refunded to the applicant. The amount of the escrow required shall be established by resolution of the township board from time to time.
  - (2) Any plans for extension of the sewer system shall be sufficiently detailed to enable the township engineer to ensure that the proposed extension of the sewer system is compatible with the sewer system master plan.
- (d) *Engineering and other applicable standards.* All connection of premises to the sewer system and all extensions of the sewer system shall be made in accordance with any applicable provision of the township's engineering standards ordinance, this article and any applicable state law or regulation, including, but not limited to, part 41 and part 43 of the Natural Resources and Environmental Protection Act (MCL 324.4101- 324.4312) and any associated administrative regulations, state housing laws and regulations, regulations of the county health division, WRC, and the Great Lakes Water Authority, and any and all other applicable laws and regulations. In the event of a conflict between any applicable law or regulation, the stricter standard shall apply.
- (e) *Prohibited connections.* All sewage disposal laterals and existing laterals shall be used for the collection and transportation of sanitary sewage only. Yard drains, patio drains, catch basins, downspouts, footing drains, weep tile, or any conduit that carries stormwater or groundwater, alone or in combination with sanitary sewage, shall not be connected to the laterals directly or indirectly.
- (f) *Permit required.* No person shall undertake connection to the laterals or to a connector stub, either directly or indirectly, without first obtaining a permit, as provided for in this article.
- (g) *License required for construction.* No person shall undertake sanitary sewer construction within the township unless duly licensed by the state and in compliance with this article.
- (h) *Commercial and industrial waste.* All industrial and commercial waste may be discharged into the system only when in compliance with the standards and regulations of the WRC and in compliance

with standards and regulations as established by the City of Detroit's Water and Sewerage Department or its successor, the Great Lakes Water Authority. All industrial connections to the sewer system shall, prior to connecting thereto, comply with the Great Lakes Water Authority regulations. Any connection that discharges industrial waste to the sewer system shall have constructed a manhole on the industrial waste line for testing and sampling purposes upstream of the connection to the sewer system.

- (i) *Abandonment of septic tanks and similar facilities.* At such time as any premises are connected to the sewer system, all existing septic tanks, cesspools or any similar sewage treatment facility serving such premises shall be abandoned within 45 days, and such abandonment shall be at the owner's expense and shall occur in the following manner: Sludge held in the facility, whether it is solid or liquid or a combination thereof, shall be pumped out and disposed of in a lawful manner, and when such facility has been completely pumped out, it shall be filled with sand.
- (j) *Review and approval of construction plans prior to certificate of occupancy.* No premises shall be granted a certificate of occupancy or be allowed to connect to the sewer system until the township has received and has approved pursuant to review by the township engineer as-built construction drawings for that specific portion of the sewer system that was constructed for the purpose of providing sewer service to that premises.
- (k) *Bonds and insurance.* Prior to the issuance of any permit to connect any premises to a sewer lateral (not including the connection of a single-family home's service lead to a connector stub), the applicant or the applicant's contractor shall provide to the township building department:
  - (1) Cash or surety bond in an amount as established by the WRC, or by resolution of the township board from time to time, whichever amount is greater, to ensure that the work is performed in compliance with county standards and in compliance with the ordinances and codes of the township and that, in a timely manner, the applicant will replace and restore sidewalks, pavement, street, soil and sod and landscaping features, including shrubs and trees which have been disturbed by the work. Both deciduous trees (hardwood type generally) and conifers (evergreen type generally) having a diameter of 10 inches or greater at 4 feet above existing grade shall be replaced in the following manner: Deciduous trees shall be replaced with trees of an equivalent total diameter (One ten-inch tree equals five two-inch trees); conifers shall be replaced by trees with an equivalent total height (one 20-foot tree equals four five-foot trees). The term of the bond shall be for a period of one year following the approved inspections of the work by the township. The bond shall otherwise comply with the requirements of the WRC and the township's engineering standards ordinance.
  - (2) Satisfactory evidence that there exists in force a prepaid liability insurance policy insuring the township for all claims for personal injury or property damage arising from, or in any way related to, the applicant's proposed sanitary sewer construction in an amount as established from time to time by resolution of the township board. The insurance policy shall otherwise comply with the requirements of the WRC and the township's engineering standards ordinance.
- (l) *Sanitary sewer construction by the township.* A written agreement shall be entered into between the township and a property owner who requests that sanitary sewer for the owner's premises be constructed by the township, which agreement shall include the following: The cost of sewer construction, including connection, when provided by the township, shall be the actual direct cost of labor and materials for the construction and, in addition, shall include all professional fees, such as engineering, legal, and planning, and, in addition, an amount equal to ten percent of actual costs to cover indirect costs of administration; in addition, the cost of sanitary sewer construction shall include the cost of any easements necessary for the construction. Such cost shall be reimbursed to the township by the owner of the premises connected, or by the person requesting the construction, subject to terms and conditions required by the township, which may also include a requirement that security be posted to cover these costs.

(m) *Permit, inspection and professional fees.*

- (1) *Permit and inspection fees.* There shall be a fee charged for the permit and for inspections by the township ("inspection fee"), as established from time to time by resolution of the township board.
- (2) *Professional fees.* Actual professional fees as required to ensure the health, safety, and welfare of the community and to ensure compliance with the applicable ordinances and codes and as approved by the township board, such as engineering, legal and planning, shall be charged through the township to the applicant. This provision shall not apply to an application for the connection of a single-family residence. The applicant shall pay an amount into an escrow account pursuant to subsection (c)(l) of this section in order to cover these professional fees.

(Ord. No. 107A, art. III, 1-12-2005)

**Sec. 62-84. Discharges to sewer.**

- (a) No premises shall discharge waste or sewage to the sewer system except in compliance with this article.
- (b) Only normal domestic strength wastewater as defined by the Great Lakes Water Authority shall be discharged into the sewer system. Normal domestic strength wastewater is described in accordance with Great Lakes Water Authority guidelines.
- (c) Any industrial or commercial user of the sewer system shall comply with any permit or discharging requirements provided by and administered by the Great Lakes Water Authority, which is the successor to the Detroit Water and Sewerage Department which previously administered and enforced the industrial pretreatment provisions of the township's sewer ordinance pursuant to a delegation agreement between the township and the City of Detroit as reflected in township Ordinance No. 84, a copy of which is attached hereto as Appendix C.

(Ord. No. 107A, art. IV, 1-12-2005)

**Sec. 62-85. Shut-off of service.**

- (a) *Sewer service shut off by the township.* Should it become necessary for the township to temporarily shut off service from any section of the system because of accidents or for the purpose of making repairs or in case of construction, the township will endeavor to give timely notice to the consumers affected thereby and will, so far as practical, use its best efforts to prevent inconvenience and damage arising from any such cases, but failure to give such notice will not render the township responsible or liable for damages that may result therefrom or from any other cause.
- (b) *Sewer service shut off requested by owner.* The owner of premises from which sanitary sewerage no longer emanates for the reason that the premises is not occupied because of the damaged condition of the premises caused by fire, windstorm or some other disaster, may apply to the township to terminate, prospectively from the date of verification by the licensed contractor as provided in subsection (b)(2) below, the required payment of the sewer usage charge, which sewer usage charge will be terminated by the township ("termination") provided:
  - (1) The owner or the owner's representative has obtained from the township a demolition permit for the demolition of all or a part of the premises, and there has been a revocation by the township of the certificate of occupancy for the premises.
  - (2) The sewer lead from the premises has been capped and sealed by a licensed contractor so that no sanitary sewerage discharges from the sewer lead and such capping and sealing is verified by the licensed contractor.

(3) All requests for termination of any required amount of a sewer usage charge shall only be considered after the effective date of the ordinance amendment from which this section is derived and after the conditions set forth in this section have been met. Any requests for reimbursement due to fire, windstorm or some other disaster prior to the effective date of the ordinance amendment shall not be considered.

(c) *Resumption of sewer service.* At the request of the owner of the premises (subject to the additional condition that may be required in subsection (d) below in the event a request for resumption is made more than 360 days after termination), sewer service and sewer usage charges will be resumed provided that the following conditions have been met:

(1) The sewer lead is uncapped and connected to the sanitary sewer system and such work has been inspected, approved and verified by a licensed contractor to be in compliance with the applicable codes, and any applicable permit and inspection fees are paid.

(2) A certificate of occupancy for the premises has been obtained.

(d) *Request/or resumption of sewer service more than 360 days after termination.* In addition to meeting the conditions set forth in subsection (c) above, any request for resumption of sewer service on a date later than 360 days after the date of termination will also be referred to the water and sewer committee, which shall determine whether the premises was abandoned during the time period of the termination. If such a finding is made, the owner shall be required to pay a base connection charge in addition to the charges described in subsection (c) above as a condition for resumption of sewer service.

(Ord. No. 107, § 9.1, 8-9-2000; Ord. No. 107A.005, art. I, 3-13-2013)

**Sec. 62-86. Service of notice.**

Whenever notice is required to be given under this article, such notice may be given, either by notice in writing to the person to be notified by mail or by sending an employee of the township to the premises with a written or printed notice, which shall be served on the person to be notified or, in case it is impossible to make such service at that time, such notice may be posted in some conspicuous place on the premises. Notice by mail may be accomplished by enclosing a copy thereof in an envelope with first class postage prepaid, plainly addressed to the person to be notified, at the post office or residence address of such person, as such person appears on the records of the township, and depositing the notice in any United States Post Office, and such notice so given shall be conclusively deemed to have been given at the time of such depositing.

(Ord. No. 107, § 9.2, 8-9-2000)

**Sec. 62-87. Violation; penalty.**

Violation of the provisions of this article shall constitute a municipal civil infraction. A person found responsible for a violation of this article shall be subject to section 1-7 of this Code. (Ord. No. 107, § 9.4, 8-9-2000)

**Secs. 62-88-62-110. Reserved.**

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DIVISION 2. RATES, CHARGES AND FEES

Sec. 62-111. Establishment and determination of charges.

- (a) *Connection charges.* In order to finance and meet the bond obligation of the township for the construction of the township sanitary sewer system, including that portion of the system servicing any premises, and in order to pay for sewer system construction and operating expenses, there shall be a charge for any premises connected to the sewer system, as provided in this division whether directly connected or indirectly connected through a privately owned sewer ("connection charge") based upon the unit or fraction thereof, by type of premises ("unit factor" or "REU factor"), times the base connection charge, which unit factor and base connection charge shall be established from time to time by resolution of the township board. For a single-family residential premises connected to the sewer system where the lateral adjacent to the premises has been constructed and paid for solely by private sources on behalf of such premises, the sewer connection charge shall equal the amount established by resolution of the township board from time to time. The township board shall also adopt by resolution from time to time a unit factor schedule, a copy of which is set forth in Appendix 8 of this article.
- (b) *Usage charges.* There shall be a charge for the use of the sanitary sewer system for sewage disposal services which shall be an amount each quarter times the unit factor or fraction thereof assigned the premises, which unit factor shall be established from time to time by resolution of the township board, as is set forth in Appendix 8 of this article. The quarterly amount to be multiplied by the unit factor shall also be established by resolution of the township board from time to time.
- (c) *Use of single meter for nonresidential premises.* Nonresidential premises which are connected to a public water system may have sewer usage charges determined by the same water meter utilized to determine water usage charges relating to the public water system.
- (d) *Payment of sewer connection charges.*
  - (1) *New construction.* All new construction shall pay the sewer connection charge prior to obtaining the township building permit; provided, however, in order to facilitate the financing of new construction, payment of the sewer connection charge may be made by paying not less than 50 percent of the charge as a condition to issuing the building permit, not less than 25 percent of the charge as a condition to a rough plumbing inspection, and the balance of 25 percent as a condition to the issuance of a certificate of occupancy.
  - (2) *Existing premises.* Existing premises have the option of paying the sewer connection charge in cash or by making installment payments of all or part of the sewer connection charge over a period of five years, together with interest upon any unpaid balance at an annual rate as established by resolution of the township board from time to time for installment sewer connection charges. All payments will be first applied against interest and the balance of the payments applied against principal. The sewer connection installment charges will be set forth as part of the quarterly sewer bill. All or part of the sewer connection charge may be paid off without a pre-payment penalty. This provision is intended to allow existing premises to extend their payments for a maximum period of five years in order to provide sanitary sewers to all regardless of economic status.
- (e) *Deferred payment of connection charge for elderly, and disabled.* An owner of any premises against which a sewer connection charge has been levied who is 65 years of age or older or who is totally and permanently disabled, a citizen of the U.S., a resident of this state for five or more years, and the sole owner of such premises for five or more years is eligible for the deferment of payment of the lateral benefit charge, under state law. Application for this deferred payment is to be made in accordance with state law, being Public Act No. 225 of 1976 (MCL 211.761 et seq.). This provision shall not be more restrictive than is allowed by state law as it may be amended from time to time.

- (f) *Determination of unit factor for new construction or for change in use.* For premises to be newly constructed, or for premises where there is a change in use, the township engineer shall assign the appropriate unit factor to determine the amount of the premises' connection charge and usage charge.
- (1) *Written notice from the township engineer.* For premises other than single-family homes, the township engineer shall provide the premises owner or other responsible person a written notice of the unit factor assignment identifying the type or use of the premises and the corresponding unit factor assignment. The notice shall also inform the owner or responsible party that the party has 30 days following the date of the notice to review the unit factor determination with the township engineer, and further notice that should the determination remain unchanged following the meeting with the township engineer, the owner or responsible party has an additional ten days after the date of the written confirmation of the determination to file with the township clerk a request for review of this determination by the township's water and sewer committee.
  - (2) *Meeting.* The township engineer shall, if requested, provide an opportunity for the owner or responsible party to be heard on objections to the determination within 30 days of the date of the notice. After review with the owner or responsible party, the township engineer shall forthwith provide a written confirmation of the unit factor determination to the owner.
  - (3) *Township water and sewer committee review.* The owner, if aggrieved by such determination, may, within ten days of the township engineer's written confirmation, file with the township clerk a written request for review by township water and sewer committee. If no request is made to the township clerk within the ten-day period, the township engineer's determination shall become final. The township water and sewer committee shall thereafter review a timely request to review the township engineer's determination within 45 days of the filing of the request to review and shall have the authority to modify in whole or in part the determination made by the township engineer. The decision of the township water and sewer committee shall be final and shall be furnished to the premises owner or other responsible person in writing by the township clerk.
- (g) *Change in premises use.* If the use of a premises is changed after the time the premises' initial connection charge and/or usage charges are determined and assessed, the township shall adjust the connection charge and/or usage charge pursuant to the REU Allocation Factor Schedule to reflect the amended use of the premises.
- (1) For usage charges, the amended REU factor rate shall be adjusted for the quarterly billing date one full quarterly billing period after the township has been alerted of the change.
  - (2) For a connection charge, if the unit factor is adjusted higher than the original unit factor utilized to determine the initial connection charge, and the premises has paid the initial connection charge in full, the premises shall pay the difference between the initial connection charge and the adjusted connection charge based on the change in unit factor. In addition, if the unit factor is increased above the amount of the adjusted connection charge, the premises shall likewise pay the difference between a prior adjusted connection charge and the new higher adjusted connection charge.
  - (3) If a structure that has a single connection to the sewer system contains multiple premises, a change in a unit factor triggering an adjustment in a usage charge and/or connection charge under this section shall be determined based upon a change to the aggregate unit factor of the whole structure.
- (h) *Notice of increase in unit factor.* In the event of a determination by the township that an increase in the unit factor for any given premises, as set forth above, required due to an increased use capacity, the township engineer shall prepare and forward by mail to the owner or responsible party of the premises a notice of the increased unit factor. The notice shall contain the following:
- (1) The present unit factor assignment based on existing or previous REU Allocation Factor Schedule.
  - (2) A statement setting forth the nature of the increased use capacity necessitating a unit factor adjustment.

- (3) A statement of the proposed increased unit factor assignment for the premises based upon the increased use capacity and a description as to how the unit factor increase will result in an adjustment of connection charges and/or usage charges.
  - (4) A statement that the increased unit factor assignment shall become effective with resulting changes to connection charges and usage charges prior to the time a new certificate of occupancy will be granted for the change in use and that the new certificate of occupancy will not be granted until the additional connection charges are paid.
  - (5) Notice to the owner or responsible party that if the amounts due are delinquent for more than six months, the amount shall be added to the tax rolls and collected pursuant to the general property tax laws.
  - (6) Notice to the owner or responsible party that the party has 30 days following the date of the notice to review the increased unit factor determination with the township engineer and further notice that should the determination remain unchanged following the meeting with the township engineer, whereby the township engineer confirms the determination in writing, the owner or responsible party has an additional ten days after the date of the written confirmation of the determination to file with the township clerk a request for review of this determination by the township's water and sewer committee.
- (i) *Township engineer to hear objections to determinations.* The township engineer shall, if requested, provide an opportunity for the owner or responsible party to be heard on objections to the determination within 30 days of the date of the notice. After review with the owner or responsible party, the township engineer shall forthwith provide a written confirmation of the determination of increase to the owner and to the township water and sewer committee. The owner if aggrieved by such determination shall have an additional ten days thereafter to file with the township clerk a written request for review by the township water and sewer committee. If no request is filed within the time allowed, the township engineer's determination shall become final.
  - (j) *Township water and sewer committee review.* From the time of filing of a request for review with the clerk, the township water and sewer committee shall thereafter within 45 days review the township engineer's determination and shall have the authority to modify in whole or in part the determination. The decision of the township water and sewer committee shall be final and shall be furnished to the township engineer and premises owner or other responsible party in writing by the township clerk.
  - (k) *Delinquent charges.* All delinquent connection charges and usage charges as established in this section shall be made a lien on the premises and on September 1 of each year, the township clerk as provided in section 62-112(c) shall certify any such charges which have been delinquent six months or more to the township supervisor, who shall enter such delinquency upon the next tax roll against the premises for which such services have been furnished, and such charges shall be collected and such lien shall be enforced in the same manner as provided in respect to taxes assessed upon such roll.

(Ord. No. 107A, art. V, 1-12-2005)

**Sec. 62-112. Billing and collection.**

- (a) Usage charges shall be billed and collected as established by resolution of the township board from time to time. Failure to receive a bill shall not excuse failure to pay the bill when due. In the absence of a township board resolution to the contrary, bills shall be dated and issued in the months of January, April, July, and October each year and shall be due and payable, without discount, 30 days from the date on the bill.
- (b) Connection charges shall be the obligation of the owner of the premises served. Usage charges shall be the obligation of both the owner and the occupant of the premises.

- (c) All delinquent connection and usage charges shall be a lien thereon the premises, and on September 1 of each year the township clerk shall certify any such charges which have been delinquent six months or more to the supervisor of the township, who shall enter the delinquency upon the next tax roll against the premises to which such services and facilities have been furnished, plus a surcharge of five percent to cover certain administrative expenses of the township.

(Ord. No. 107A, art. VI, 1-12-2005; Ord. No. 107A.004, art. 1, 11-10-2009)

**Sec. 62-113. Utilization of revenues.**

The rates established for connection and usage charges are estimated to be sufficient to provide for the payment of the expenses of administration and operation of the system and such expenses for the maintenance and rental thereof as may be necessary to preserve the system in good repair and working order, and to provide for such other expenditures and funds for the system as are required by this article. Rates shall be fixed and revised from time to time by resolution of the township board so as to produce the foregoing provisions.

- (1) Revenues received from connection and usage charges shall be directed to the sewer fund, where such revenues shall be collected. These revenues shall be utilized for the following purposes:
  - a. Out of such revenues, there shall first be designated quarter-annually into a separate account an amount sufficient to pay the regular operational, maintenance, administrative, and other related costs of the sewer system, and out of such account amounts shall be paid as necessary to the WRC pursuant to the terms and requirements of the operating agreement entered into between the county and the township.
  - b. Out of the remaining revenues in the sewer fund there shall next be set aside semi-annually into a separate account an amount sufficient to meet the township's bond and interest redemption obligations for the township's sewage disposal system.
  - c. On an annual basis, once revenue amounts sufficient to satisfy the obligations set forth in subsections (1)(a) and (1)(b) of this section have been satisfied, all remaining revenues shall be directed to a third account, identified as the sewer improvement account, to be used for improvements, enlargements, extensions, and repairs to the sewer system.
- (2) All revenues in the sewer fund shall be deposited with a bank designated by the township board and shall be kept in a separate depository account distinct from the township's general fund.
- (3) No free sewage disposal facilities or services shall be furnished to the township, or to any person, firm or corporation, public or private, or to any public agency or instrumentality. (Ord. No. 107A, art. VII, 1-12-2005)

**Sec. 62-114. Prospective and retroactive reduction in service fees.**

(a) *Prospective reduction.*

- (1) Any premises utilized for a purpose other than a single-family home, using the sewer system and paying quarterly service fees based on a unit factor greater than one, pursuant to section 62-III(b), shall be entitled, upon a timely and proper request, to a reduction in sewer usage charges to a unit factor of one, provided the premises shall be unoccupied and the sewer system unused for a period of at least 90 days.
- (2) If any premises will be unoccupied and the sewer system unused for a period of 90 days or more and the premises owner desires a reduction in sewer fees, it is the responsibility of the premises owner or person responsible for the payment of the usage charges to inform the township in writing of the prospective period when the premises will be unoccupied and the sewer system unused.

- (3) Once the township is informed the premises will be unoccupied and the sewer system unused for a period of at least 90 days, beginning on the due date of the next quarterly sewer service payment, the usage charge for that quarter, and for any prospective quarter or quarters when the premises remains unoccupied and the sewer system unused, shall be reduced to a unit factor of one.
- (4) If the premises should become occupied during such a quarter or should the sewer system be used, it is the responsibility of the premises owner or person responsible for payment of the sewer usage charge to inform the township in writing immediately of the change. The sewer usage rate charged before the reduction shall then resume from the date when the property is reoccupied or the sewer system used. The quarterly usage charge will be reinstated on a pro rata basis for the portion of the quarter that the property is reoccupied and the sewer system is used.
- (5) Failure to inform the township of re-occupancy of the premises shall be considered a violation of this article. The township shall have the authority to recover the amount of sewer usage charges and all costs and actual professional fees incurred, including attorney fees, expended in order to determine compliance with and to enforce the requirements of this article. The township shall also have the authority to execute a lien against the property upon which the premises are located equal to the amount of unrecovered sewer usage charges and all enforcement costs and fees.

(b) *Retroactive reduction.*

- (1) Any premises utilized for a purpose other than a single-family home, using the sewer system and paying quarterly usage charges based on a unit factor greater than one, pursuant to section 62-III(b), shall be entitled, upon a timely and proper request, to a credit, to be applied against future sewer usage charges, in an amount equal to the difference between a unit factor of one and the unit factor assessed to the sewer service user, provided the premises were unoccupied, and the sewer system unused, for a period of at least 90 days within one year of the request.
- (2) In order to qualify for such a credit, the premises owner, or person responsible for payment of the sewer usage fee, shall provide sufficient substantial evidence corroborating the claim the premises were unoccupied and the sewer system unused.
- (3) After the effective date of the ordinance from which this article is derived, any premises owner or person responsible for payment of the sewer usage charges, seeking a credit against future sewer usage charges for any 90-day period when the premises have been unoccupied and the sewer system unused (after the enactment of the ordinance from which this article is derived), must apply for the credit within one year of the date when the premises were last unoccupied and the sewer system unused. In order to qualify for a credit, the owner or other person must show good cause why he/she failed to provide the township with advance notice pursuant to this subsection (b) of this section and must provide competent evidence to corroborate a claim the premises were unoccupied and the sewer system unused, and the reason and evidence must be set forth in a verified writing to the township.
- (4) In no event, however, shall the amount of any credit exceed an amount credited to the township by the county or any other entity administering the sewer system.
- (5) In addition to violations of other requirements of this article, any misrepresentation about a past period of vacancy in order to obtain a credit shall be considered a violation of this article. The township shall possess all of the legal remedies cited in section 62-87 if such a violation should occur. (Ord. No. 107A, art. VIII, 1-12-2005)

**Sec. 62-115. Hardship deferments of lateral benefit charges and capital charges.**

(a) *Eligibility.*

- (1) A property owner shall not be considered to have a hardship under the provisions of this section if he owns tangible or intangible property having a market value in excess of \$1,500.00, or if married and not separated from spouse, his or her property together with the tangible or intangible property of spouse exceeds the value of \$2,000.00. The value of the homestead, occupied by the property owner as a home, shall not be included in determining the value of property under this section. The value of life insurance shall be computed at the cash surrender value available and payable upon demand and only that portion of the value thereof which is in excess of \$1,000.00 shall be included in determining of the value of the property. If the health of the insured is such as to make continuance of the insurance desirable, the entire cash surrender value of life insurance is to be excluded from consideration. Household goods and wearing apparel shall not be considered, nor shall farm stock or implements, including but not limited to horses, cattle, poultry, power machinery and motor-powered vehicles having a fair market value of less than \$750.00, be considered. The interest of the property owner in an estate or trust as heir, devisee, legatee, or otherwise shall not be considered the property of the owner under the provisions of this section unless and until it has been distributed or is available to such owner.
  - (2) If the property owner has an income from all sources of more than the amount necessary to provide such person, or married couple, with a minimum subsistence which shall be determined, as near as possible, by the use of recognized current standards of the department of agriculture and the department of labor and industry of the federal government, such property owner shall not be considered to have a hardship under the provisions of this section. The premiums paid in any type of life insurance on the life of the property owner, or on the life of his or her spouse, which have been in force and effect for five years or more, by any beneficiary thereof therein provided, shall not be construed as income of the property owner.
- (b) Application for deferred payments. Any owner of property who by reason of hardship as defined in subsection (a) of this section is unable to comply with the provisions of section 12753 of the Public Health Code (MCL 333.12753) and the provisions of section 62-113(a) may apply to the township supervisor for the deferral of all lateral benefit charges and capital charges.
- (c) Determination of values. The township supervisor, upon the receipt of an application from a property owner who has a hardship as referred to in subsection (a) of this section shall ascertain the cash value of the premises and determine the nature and amount of all prior encumbrances of record and shall certify to the township board the difference between the cash value and the value of the encumbrances of record upon the premises. The term "cash value," as used in this subsection, shall be as defined in section 27 of the General Property Tax Act (MCL 211.27). If the difference between cash value and all of the encumbrances of record is greater than the amount of the payment method, including debt service charges, and the township's costs as denoted in subsection (e) of this section, then the property owner shall be determined to be qualified for deferred payment of the lateral benefit charges and capital charges.
- (d) Execution of mortgage. The owner of record of the premises shall, as a condition precedent to being permitted to defer the payment of the lateral benefit charges and capital charges, execute a mortgage in recordable form upon the premises denoting the interest that the township, as mortgagee, has in the premises, and that the mortgage will be payable on or before death, or in any event, upon the sale or transfer of the property owner's interest in the property.

- (e) Township's cost. The property owner shall also be responsible for the direct costs of the township in connection with processing the property owner's application for deferred payments, such as, by way of illustration and not by way of limitation, costs of recording the mortgage, costs of title insurance insuring the mortgage interest of the township and any direct legal fees in connection with review of the foregoing and preparation of the mortgage to be recorded. Such costs shall be added to the amount due and owing upon the mortgage to be executed by the property owners.

(Ord. No. 35, §§ 1-5, 7-10-1974)

**Sec. 62-116. Quarterly charges on delinquent payment**

After September 15, 2007, all charges for sewer disposal service, if not paid when due, shall have added to the amount thereon, upon the delinquency and then each quarter of a year that such charges and any penalty thereon remain unpaid, a penalty of \$3.20; all delinquent connection and usage charges, including interest and any penalty, which are required of the township to be placed upon the tax roll shall have an additional surcharge added to the delinquent amount to be placed upon the tax rolls of five percent of the total amount due as provided in subsection 62-112(c).

The Township Board, within sixty days of request, may consider approval of a waiver of a penalty fee in whole or in part if any of the following apply:

(1) error in billing or legitimate dispute over the charges; (2) unique of unforeseen circumstances such as a natural disaster or public health crisis; (3) good faith effort by property owner to pay all or some of the charges on a payment plan; (4) any other hardship as determined to be eligible for a waiver as determined within the sole authority of the Township Board.

(Ord. No. 107A.002, art. 1, 8-8-2007)

**Secs. 62-117 – 62-150 Reserved.**

# **Exhibit B**

CHARTER TOWNSHIP OF OXFORD COUNTY OF OAKLAND STATE OF MICHIGAN

ORDINANCE NO. 107A.008

AN ORDINANCE TO AMEND ARTICLE III OF CHAPTER 62 TITLED "SEWERS AND SEWAGE DISPOSAL" OF THE OXFORD CHARTER TOWNSHIP CODE BY AMENDING AND RESTATING ARTICLE III IN ITS ENTIRETY.

THE CHARTER TOWNSHIP OF OXFORD ORDAINS:

**SECTION 1 - AMENDMENT**

The Oxford Charter Township Code is hereby amended as follows:

1. Article III of Chapter 62 of the Oxford Charter Township Code is hereby amended to read as follows:

***ARTICLE III. SEWERS AND SEWAGE DISPOSAL DIVISION 1. GENERALLY***

**Sec. 62-81. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Acceptable alternative graywater system* means a system for the treatment and disposal of wastewater which normally does not receive human body wastes or industrial waste and is approved for use by the county health division.

*Acceptable innovative or alternative waste treatment system* means a decentralized or individual waste system which has been approved for use by the county health division and which is properly operated and maintained so as not to cause a health hazard or nuisance. An acceptable innovative or alternative waste treatment system may include, but is not limited to, an organic waste treatment system or compost toilet which operates on the principle of decomposition of heterogeneous organic materials by aerobic and facultatively, anaerobic organisms and utilizes an effectively aerobic composting process which produces a stabilized humus. Acceptable innovative or alternative waste treatment system does not include a septic tank-drain field system or any other system which is determined by the state department of Environment, Great lakes, and Energy to pose a similar threat to the public health, safety and welfare and to the quality of surface and subsurface waters of this state.

*Area and district* mean that portion of the township which is serviced by sanitary sewers, or has available sanitary sewers for service, or is to be served by sanitary sewers; this designation does not constitute a representation that the township will provide sanitary sewers in this area, but rather that the township will encourage otherwise acceptable development to be serviced by sanitary sewers. The area or district shall be adopted by resolution of the township board and is set forth in Appendix A of this article.

*As-built* means engineering drawings prepared after installation of wastewater facilities which shall show a statement by a registered engineer or surveyor certifying the drawings to be as-built plans and shall include, but not be limited to, length of sewer, invert elevation, location with respect to property lines, wye and riser locations and depths, sewer material and joints used, and mechanical, electrical and structural details for pump stations, wastewater treatment facilities and other appurtenances.

*Board and township board* mean the township board of trustees.

*Connection charge* means the amount charged at the time and in the amount as established by resolution of the township board from time to time, as provided in this article, for connecting or being connected to the township sewer system or to a privately owned sewer system, which in turn will be connected to the township sewer system, and represents the proportionate cost allocable to the premises for the interceptor, trunk, laterals and treatment facilities, by which sewage disposal services are provided.

*Connector stub* means a fixture attached to a sewer lateral as a means of extending the sewer system.

*County Water Resources Commissioner ("WRC")* means the entity responsible for the operation and maintenance of the township sewer system pursuant to the terms of an operating agreement by and between the township and the county.

*Grinder Pump:* A grinder pump is a waste management device used to pump sanitary sewage from a building to a municipal sewerage system, where household waste from toilets, sinks, bathtubs, shower facilities, and washing machines flows through the home's pipes into a grinder pump holding tank. Once the waste inside the tank reaches a specific level, the pump will turn on, grind the waste into a fine slurry, and pump it to the township's sewer system.

*Inspection fee* means the amount charged to each applicant by the township to cover the cost of inspecting and approving the physical connection to the system and the issuance of a connection permit. The inspection fee shall be established by resolution of the township board from time to time.

*Multiple family residence* means any structure occupied as a residence by two or more single families living independently of each other where each family occupies a specific residence with separate cooking and lavatory facilities, which residence is separated by a common wall or floor, and whose sewer services are provided to the premises as one entity and charged for as one entity.

*Operating agreement* means the agreement between the township and the county, dated March 10, 2021, whereby the WRC, as a successor to the county board of public works, has agreed to assume operations and maintenance responsibilities for the township sewer system, which is also referred to herein as sewer system or system.

*Premises* means any dwelling, building, structure, or place where human beings reside, are employed or congregate and where such dwelling, building or structure is in existence, shall include the lot, parcel or property upon which such dwelling, building or structure stands, and in the case of buildings containing partitioned units for human use, such as apartments or stores within a shopping center building, the term premises means that individual partitioned unit.

*Sanitary sewer* means all conduits and appurtenances for the transmission of sewage from structures or premises.

*Sanitary sewer construction* means the laying, altering, or repairing of sanitary sewers.

*Service lead* means a pipe extending from the property line into premises for the purposes of removing sewage effluent.

*Sewage disposal lateral* and *lateral* mean the township extensions of the Clinton-Oakland sewage disposal system established under Public Act No. 185 of 1957 (MCL 123.731) as amended, to be constructed by the county under a certain contract dated June 9, 1970, between the county and the township, together with all additions and laterals added to the sewer system constructed by the township or by private developers.

*Sewage disposal services* means the collection, transportation, treatment, and disposal of sanitary sewage emanating from premises now or hereafter in the area served by the sewage disposal laterals.

*Sewer system* and *system* mean collectively all plants, work, properties and instrumentalities, as they shall from time to time exist, which are used or useful in connection with all sewer mains, laterals and appurtenances thereto, including specifically the township sewer system as described in the contracts between the county and the township.

*Structure* means a single building with one connection to the sewer system even though more than one premises may be located within the structure.

*Unit (also known as residential equivalent unit or REU)* means that measure of sanitary sewer disposal services equal to the quantity ordinarily required by occupants of a residence by a single family of average size, and the number or fraction of units assigned to any premises or type of premises by the township board, and adopting by reference the unit factor schedule (also known as residential equivalent unit (REU) allocation factor schedule) prepared by the township engineer, is designated to represent the potential sanitary sewer services thereof and resulting benefit as a multiple of the quantity ordinarily required by occupants of a residence by a single family of average size as determined from time to time by resolution of the township board.

*Unit factor schedule (also known as residential equivalent unit (REU) allocation factor schedule)* means a schedule prepared and adopted by resolution by the township board assigning "units" or fractions thereof to premises in accordance with the type or use of the premises for the purpose of determining connection charges and usage charges.

*Usage charges* means the amount charged to the premises in the area served by the sewer system for sewage disposal services and which may include a debt service factor.

*Water and sewer committee* means collectively those officials, employees and agents of the township invested by the board with authority over the system, but shall include the township supervisor as a member.

*Zoning ordinance* means the township zoning ordinance, Ordinance No. 67A.

(Ord. No. 107A, art. I, 1-12-2005; Ord. No. 107A.003, art. 1, 10-8-2008); Definitions generally, § 1-2.

#### **Sec. 62-82. Organization and management.**

- (a) The sewer system shall be operated and maintained by the WRC pursuant to the provisions of the operating agreement. The township shall collect all connection charges and usage charges paid for the connection to and use of the sewer system, respectively, and shall administer revenues received from these connection and usage charges. The sewer system shall otherwise be administered and managed by the township water and sewer committee (which shall include the township supervisor as a member) or by a designated agent. The township supervisor shall also enforce the terms of this article as required by law.
- (b) All revenues of the system shall be set aside and paid or transferred into the several funds of the system, as provided in this article.
- (c) All components of the sewer system shall be operated and maintained as one system on a combined rate basis and shall include all laterals, pumping stations, sewers, sewage disposal facilities and all attendant facilities and equipment which are used or useful in the operation and maintenance of the sewage disposal facilities and all attendant facilities and equipment which are used or useful in the operation and maintenance of the sewage disposal systems, now in existence or hereafter acquired or leased. (Ord. No. 107A, art. II, 1-12-2005)

#### **Sec. 62-83. Connection to sewers and extensions of sewer system.**

- (a) *Required.* Any existing premises from which sanitary sewage emanates shall be connected to the sewer system when a connection point to such sewer system is located in a right-of-way easement, highway, street or public way which crosses, adjoins or abuts upon the property and which right-of-way easement,

highway, street or public way passes not more than 200 feet distant from a structure on such property from which sanitary sewage originates. The connection shall be completed within 12 months after the connection point is made available to the premises in accordance with this section. Any new premises must connect to the sewer system pursuant to this section before a certificate of occupancy is granted to such premises pursuant to the terms of the zoning ordinance.

- (1) Permits for the remodeling, improvement, or change of use of any existing premises situated upon a parcel of land or platted lot which premises thereon is required to be connected to the sanitary sewer system pursuant to this subsection (a) shall not be issued unless such premises shall first be connected to the sewer system.
  - (2) Premises currently served or to be served by an acceptable innovative or alternative waste treatment system in combination with an acceptable alternative graywater system if approved by the county health division need not connect to the township's sewer system pursuant to this subsection (a).
  - (3) The 12-month period pursuant to this subsection (a) shall commence following a publication in a newspaper of general circulation in the township of the availability of the sewer system to premises generally in the township pursuant to this subsection (a) or following the mailing of a specific notice to any premises advising the owner or person responsible for the premises of the availability of the sewer system pursuant to this subsection (a). For those premises that are not single-family homes, the publication and/or notice shall include reference to the assigned unit factor, if applicable, and the unit factor review procedures as are set forth in section 62-111(1), and the same review procedures shall be applicable as are set forth in section 62-111(1).
  - (4) If any premises should fail to connect to the sewer system within the period set forth in this subsection (a), a notice shall be sent to the address of the owner of the premises by first class mail informing the owner of the approximate location of the sewer system lateral or other appurtenances where connection can be made within 200 feet of the premises and of the need for immediate connection. The notice shall also state that if the premises has not made connection within 90 days of the notice date that the township may bring a suit for mandatory injunction to compel connection. The notice shall reference the variance and hardship alternatives and connection permit requirements of this article.
- (b) *Variance.* The township water and sewer committee may grant a variance from the requirements of subsection (a) of this section. Such a variance from the terms of subsection (a) of this section shall not be granted by the township water and sewer committee unless and until:
- (1) An applicant submits a written request to the township water and sewer committee for a variance from the requirements of subsection (a) of this section and otherwise demonstrates that connection is impracticable and the premises is otherwise serviced by an existing waste treatment system that conforms with the requirements of the county health division.
  - (2) The township water and sewer committee shall make an investigation of the written application and may consult with the township engineer and other professionals pursuant to that investigation.
  - (3) The township water and sewer committee shall make findings of fact based upon competent evidence that the requirements of subsection (b)(1) of this section have been met.
  - (4) The township water and sewer committee shall further make a finding that the reasons set forth in the application justify the granting of a variance.
  - (5) The township water and sewer committee shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this article and will not be detrimental to the public welfare.
  - (6) In granting any variance, the township water and sewer committee may prescribe appropriate conditions and safeguards in conformity with this article. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be

deemed a violation of this article and punishable under applicable provisions of this article. Conditions imposed shall meet all of the following requirements: Be designed to protect natural resources, the health, safety and welfare, and the social and economic well-being of those who will use the premises under consideration, the residents and landowners immediately adjacent to the premises, and the community as a whole.

- (7) Any variance granted pursuant to this section shall only continue as long as the waste treatment system, in existence at the time the variance request was granted pursuant to subsection (b)(l) of this section, continues to function in accordance with the standards of the county health division. Should such waste treatment system fail, the variance shall terminate and the owner of the premises shall immediately connect the premises to the township's sewer system.
- (c) *Extensions and changes.* Extension of, or changes in, sanitary sewer laterals and/or the sewer system generally may be initiated by the township water and sewer committee or by petition from the property owners. Petitions for the construction of new sanitary sewer laterals shall be addressed to the township upon blank forms provided for that purpose. The township water and sewer committee may refuse to grant or may grant such petition, and may prescribe the conditions upon which the petition will be granted, and may require the written acceptance of such terms and conditions by the petitioners. The work shall be done at the expense of the property owners unless otherwise stipulated, and any and all extensions shall be subject to the provisions of this section. Appropriate petition forms shall be made available by the township.
- (1) Any persons who propose installing sanitary sewer laterals shall first submit complete plans and specifications, prepared by a registered civil engineer, for such work to the township for approval, upon receipt of which the township water and sewer committee shall determine the conditions for such installation upon consultation with the township engineer. Any applicant submitting plans and specifications under this section shall pay an amount into escrow with the township for the purpose of paying professional fees associated with review of plans and specifications. Any unused amount in escrow shall be refunded to the applicant. The amount of the escrow required shall be established by resolution of the township board from time to time.
  - (2) Any plans for extension of the sewer system shall be sufficiently detailed to enable the township engineer to ensure that the proposed extension of the sewer system is compatible with the sewer system master plan.
- (d) *Engineering and other applicable standards.* All connection of premises to the sewer system and all extensions of the sewer system shall be made in accordance with any applicable provision of the township's engineering standards ordinance, this article and any applicable state law or regulation, including, but not limited to, part 41 and part 43 of the Natural Resources and Environmental Protection Act (MCL 324.4101- 324.4312) and any associated administrative regulations, state housing laws and regulations, regulations of the county health division, WRC, and the Great Lakes Water Authority, and any and all other applicable laws and regulations. In the event of a conflict between any applicable law or regulation, the stricter standard shall apply.
- (e) *Prohibited connections.* All sewage disposal laterals and existing laterals shall be used for the collection and transportation of sanitary sewage only. Yard drains, patio drains, catch basins, downspouts, footing drains, weep tile, or any conduit that carries stormwater or groundwater, alone or in combination with sanitary sewage, shall not be connected to the laterals directly or indirectly.
- (f) *Permit required.* No person shall undertake connection to the laterals or to a connector stub, either directly or indirectly, without first obtaining a permit, as provided for in this article.
- (g) *License required for construction.* No person shall undertake sanitary sewer construction within the township unless duly licensed by the state and in compliance with this article.
- (h) *Commercial and industrial waste.* All industrial and commercial waste may be discharged into the system only when in compliance with the standards and regulations of the WRC and in compliance

with standards and regulations as established by the City of Detroit's Water and Sewerage Department or its successor, the Great Lakes Water Authority. All industrial connections to the sewer system shall, prior to connecting thereto, comply with the Great Lakes Water Authority regulations. Any connection that discharges industrial waste to the sewer system shall have constructed a manhole on the industrial waste line for testing and sampling purposes upstream of the connection to the sewer system.

- (i) *Abandonment of septic tanks and similar facilities.* At such time as any premises are connected to the sewer system, all existing septic tanks, cesspools or any similar sewage treatment facility serving such premises shall be abandoned within 45 days, and such abandonment shall be at the owner's expense and shall occur in the following manner: Sludge held in the facility, whether it is solid or liquid or a combination thereof, shall be pumped out and disposed of in a lawful manner, and when such facility has been completely pumped out, it shall be filled with sand.
- (j) *Review and approval of construction plans prior to certificate of occupancy.* No premises shall be granted a certificate of occupancy or be allowed to connect to the sewer system until the township has received and has approved pursuant to review by the township engineer as-built construction drawings for that specific portion of the sewer system that was constructed for the purpose of providing sewer service to that premises.
- (k) *Bonds and insurance.* Prior to the issuance of any permit to connect any premises to a sewer lateral (not including the connection of a single-family home's service lead to a connector stub), the applicant or the applicant's contractor shall provide to the township building department:
  - (1) Cash or surety bond in an amount as established by the WRC, or by resolution of the township board from time to time, whichever amount is greater, to ensure that the work is performed in compliance with county standards and in compliance with the ordinances and codes of the township and that, in a timely manner, the applicant will replace and restore sidewalks, pavement, street, soil and sod and landscaping features, including shrubs and trees which have been disturbed by the work. Both deciduous trees (hardwood type generally) and conifers (evergreen type generally) having a diameter of 10 inches or greater at 4 feet above existing grade shall be replaced in the following manner: Deciduous trees shall be replaced with trees of an equivalent total diameter (One ten-inch tree equals five two-inch trees); conifers shall be replaced by trees with an equivalent total height (one 20-foot tree equals four five-foot trees). The term of the bond shall be for a period of one year following the approved inspections of the work by the township. The bond shall otherwise comply with the requirements of the WRC and the township's engineering standards ordinance.
  - (2) Satisfactory evidence that there exists in force a prepaid liability insurance policy insuring the township for all claims for personal injury or property damage arising from, or in any way related to, the applicant's proposed sanitary sewer construction in an amount as established from time to time by resolution of the township board. The insurance policy shall otherwise comply with the requirements of the WRC and the township's engineering standards ordinance.
- (l) *Sanitary sewer construction by the township.* A written agreement shall be entered into between the township and a property owner who requests that sanitary sewer for the owner's premises be constructed by the township, which agreement shall include the following: The cost of sewer construction, including connection, when provided by the township, shall be the actual direct cost of labor and materials for the construction and, in addition, shall include all professional fees, such as engineering, legal, and planning, and, in addition, an amount equal to ten percent of actual costs to cover indirect costs of administration; in addition, the cost of sanitary sewer construction shall include the cost of any easements necessary for the construction. Such cost shall be reimbursed to the township by the owner of the premises connected, or by the person requesting the construction, subject to terms and conditions required by the township, which may also include a requirement that security be posted to cover these costs.

(m) *Permit, inspection and professional fees.*

- (1) *Permit and inspection fees.* There shall be a fee charged for the permit and for inspections by the township ("inspection fee"), as established from time to time by resolution of the township board.
- (2) *Professional fees.* Actual professional fees as required to ensure the health, safety, and welfare of the community and to ensure compliance with the applicable ordinances and codes and as approved by the township board, such as engineering, legal and planning, shall be charged through the township to the applicant. This provision shall not apply to an application for the connection of a single-family residence. The applicant shall pay an amount into an escrow account pursuant to subsection (c)(l) of this section in order to cover these professional fees.

(Ord. No. 107A, art. III, 1-12-2005)

**Sec. 62-84. Discharges to sewer.**

- (a) No premises shall discharge waste or sewage to the sewer system except in compliance with this article.
- (b) Only normal domestic strength wastewater as defined by the Great Lakes Water Authority shall be discharged into the sewer system. Normal domestic strength wastewater is described in accordance with Great Lakes Water Authority guidelines.
- (c) Any industrial or commercial user of the sewer system shall comply with any permit or discharging requirements provided by and administered by the Great Lakes Water Authority, which is the successor to the Detroit Water and Sewerage Department which previously administered and enforced the industrial pretreatment provisions of the township's sewer ordinance pursuant to a delegation agreement between the township and the City of Detroit as reflected in township Ordinance No. 84, a copy of which is attached hereto as Appendix C.

(Ord. No. 107A, art. IV, 1-12-2005)

**Sec. 62-85. Shut-off of service.**

- (a) *Sewer service shut off by the township.* Should it become necessary for the township to temporarily shut off service from any section of the system because of accidents or for the purpose of making repairs or in case of construction, the township will endeavor to give timely notice to the consumers affected thereby and will, so far as practical, use its best efforts to prevent inconvenience and damage arising from any such cases, but failure to give such notice will not render the township responsible or liable for damages that may result therefrom or from any other cause.
- (b) *Sewer service shut off requested by owner.* The owner of premises from which sanitary sewerage no longer emanates for the reason that the premises is not occupied because of the damaged condition of the premises caused by fire, windstorm or some other disaster, may apply to the township to terminate, prospectively from the date of verification by the licensed contractor as provided in subsection (b)(2) below, the required payment of the sewer usage charge, which sewer usage charge will be terminated by the township ("termination") provided:
  - (1) The owner or the owner's representative has obtained from the township a demolition permit for the demolition of all or a part of the premises, and there has been a revocation by the township of the certificate of occupancy for the premises.
  - (2) The sewer lead from the premises has been capped and sealed by a licensed contractor so that no sanitary sewerage discharges from the sewer lead and such capping and sealing is verified by the licensed contractor.

(3) All requests for termination of any required amount of a sewer usage charge shall only be considered after the effective date of the ordinance amendment from which this section is derived and after the conditions set forth in this section have been met. Any requests for reimbursement due to fire, windstorm or some other disaster prior to the effective date of the ordinance amendment shall not be considered.

(c) *Resumption of sewer service.* At the request of the owner of the premises (subject to the additional condition that may be required in subsection (d) below in the event a request for resumption is made more than 360 days after termination), sewer service and sewer usage charges will be resumed provided that the following conditions have been met:

(1) The sewer lead is uncapped and connected to the sanitary sewer system and such work has been inspected, approved and verified by a licensed contractor to be in compliance with the applicable codes, and any applicable permit and inspection fees are paid.

(2) A certificate of occupancy for the premises has been obtained.

(d) *Request/or resumption of sewer service more than 360 days after termination.* In addition to meeting the conditions set forth in subsection (c) above, any request for resumption of sewer service on a date later than 360 days after the date of termination will also be referred to the water and sewer committee, which shall determine whether the premises was abandoned during the time period of the termination. If such a finding is made, the owner shall be required to pay a base connection charge in addition to the charges described in subsection (c) above as a condition for resumption of sewer service.

(Ord. No. 107, § 9.1, 8-9-2000; Ord. No. 107A.005, art. I, 3-13-2013)

**Sec. 62-86. Service of notice.**

Whenever notice is required to be given under this article, such notice may be given, either by notice in writing to the person to be notified by mail or by sending an employee of the township to the premises with a written or printed notice, which shall be served on the person to be notified or, in case it is impossible to make such service at that time, such notice may be posted in some conspicuous place on the premises. Notice by mail may be accomplished by enclosing a copy thereof in an envelope with first class postage prepaid, plainly addressed to the person to be notified, at the post office or residence address of such person, as such person appears on the records of the township, and depositing the notice in any United States Post Office, and such notice so given shall be conclusively deemed to have been given at the time of such depositing.

(Ord. No. 107, § 9.2, 8-9-2000)

**Sec. 62-87. Violation; penalty.**

Violation of the provisions of this article shall constitute a municipal civil infraction. A person found responsible for a violation of this article shall be subject to section 1-7 of this Code. (Ord. No. 107, § 9.4, 8-9-2000)

**Secs. 62-88-62-110. Reserved.**

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DIVISION 2. RATES, CHARGES AND FEES

Sec. 62-111. Establishment and determination of charges.

- (a) *Connection charges.* In order to finance and meet the bond obligation of the township for the construction of the township sanitary sewer system, including that portion of the system servicing any premises, and in order to pay for sewer system construction and operating expenses, there shall be a charge for any premises connected to the sewer system, as provided in this division whether directly connected or indirectly connected through a privately owned sewer ("connection charge") based upon the unit or fraction thereof, by type of premises ("unit factor" or "REU factor"), times the base connection charge, which unit factor and base connection charge shall be established from time to time by resolution of the township board. For a single-family residential premises connected to the sewer system where the lateral adjacent to the premises has been constructed and paid for solely by private sources on behalf of such premises, the sewer connection charge shall equal the amount established by resolution of the township board from time to time. The township board shall also adopt by resolution from time to time a unit factor schedule, a copy of which is set forth in Appendix 8 of this article.
- (b) *Usage charges.* There shall be a charge for the use of the sanitary sewer system for sewage disposal services which shall be an amount each quarter times the unit factor or fraction thereof assigned the premises, which unit factor shall be established from time to time by resolution of the township board, as is set forth in Appendix 8 of this article. The quarterly amount to be multiplied by the unit factor shall also be established by resolution of the township board from time to time.
- (c) *Use of single meter for nonresidential premises.* Nonresidential premises which are connected to a public water system may have sewer usage charges determined by the same water meter utilized to determine water usage charges relating to the public water system.
- (d) *Payment of sewer connection charges.*
  - (1) *New construction.* All new construction shall pay the sewer connection charge prior to obtaining the township building permit; provided, however, in order to facilitate the financing of new construction, payment of the sewer connection charge may be made by paying not less than 50 percent of the charge as a condition to issuing the building permit, not less than 25 percent of the charge as a condition to a rough plumbing inspection, and the balance of 25 percent as a condition to the issuance of a certificate of occupancy.
  - (2) *Existing premises.* Existing premises have the option of paying the sewer connection charge in cash or by making installment payments of all or part of the sewer connection charge over a period of five years, together with interest upon any unpaid balance at an annual rate as established by resolution of the township board from time to time for installment sewer connection charges. All payments will be first applied against interest and the balance of the payments applied against principal. The sewer connection installment charges will be set forth as part of the quarterly sewer bill. All or part of the sewer connection charge may be paid off without a pre-payment penalty. This provision is intended to allow existing premises to extend their payments for a maximum period of five years in order to provide sanitary sewers to all regardless of economic status.
- (e) *Deferred payment of connection charge for elderly, and disabled.* An owner of any premises against which a sewer connection charge has been levied who is 65 years of age or older or who is totally and permanently disabled, a citizen of the U.S., a resident of this state for five or more years, and the sole owner of such premises for five or more years is eligible for the deferment of payment of the lateral benefit charge, under state law. Application for this deferred payment is to be made in accordance with state law, being Public Act No. 225 of 1976 (MCL 211.761 *et seq.*). This provision shall not be more restrictive than is allowed by state law as it may be amended from time to time.

- (f) *Determination of unit factor for new construction or for change in use.* For premises to be newly constructed, or for premises where there is a change in use, the township engineer shall assign the appropriate unit factor to determine the amount of the premises' connection charge and usage charge.
- (1) *Written notice from the township engineer.* For premises other than single-family homes, the township engineer shall provide the premises owner or other responsible person a written notice of the unit factor assignment identifying the type or use of the premises and the corresponding unit factor assignment. The notice shall also inform the owner or responsible party that the party has 30 days following the date of the notice to review the unit factor determination with the township engineer, and further notice that should the determination remain unchanged following the meeting with the township engineer, the owner or responsible party has an additional ten days after the date of the written confirmation of the determination to file with the township clerk a request for review of this determination by the township's water and sewer committee.
  - (2) *Meeting.* The township engineer shall, if requested, provide an opportunity for the owner or responsible party to be heard on objections to the determination within 30 days of the date of the notice. After review with the owner or responsible party, the township engineer shall forthwith provide a written confirmation of the unit factor determination to the owner.
  - (3) *Township water and sewer committee review.* The owner, if aggrieved by such determination, may, within ten days of the township engineer's written confirmation, file with the township clerk a written request for review by township water and sewer committee. If no request is made to the township clerk within the ten-day period, the township engineer's determination shall become final. The township water and sewer committee shall thereafter review a timely request to review the township engineer's determination within 45 days of the filing of the request to review and shall have the authority to modify in whole or in part the determination made by the township engineer. The decision of the township water and sewer committee shall be final and shall be furnished to the premises owner or other responsible person in writing by the township clerk.
- (g) *Change in premises use.* If the use of a premises is changed after the time the premises' initial connection charge and/or usage charges are determined and assessed, the township shall adjust the connection charge and/or usage charge pursuant to the REU Allocation Factor Schedule to reflect the amended use of the premises.
- (1) For usage charges, the amended REU factor rate shall be adjusted for the quarterly billing date one full quarterly billing period after the township has been alerted of the change.
  - (2) For a connection charge, if the unit factor is adjusted higher than the original unit factor utilized to determine the initial connection charge, and the premises has paid the initial connection charge in full, the premises shall pay the difference between the initial connection charge and the adjusted connection charge based on the change in unit factor. In addition, if the unit factor is increased above the amount of the adjusted connection charge, the premises shall likewise pay the difference between a prior adjusted connection charge and the new higher adjusted connection charge.
  - (3) If a structure that has a single connection to the sewer system contains multiple premises, a change in a unit factor triggering an adjustment in a usage charge and/or connection charge under this section shall be determined based upon a change to the aggregate unit factor of the whole structure.
- (h) *Notice of increase in unit factor.* In the event of a determination by the township that an increase in the unit factor for any given premises, as set forth above, required due to an increased use capacity, the township engineer shall prepare and forward by mail to the owner or responsible party of the premises a notice of the increased unit factor. The notice shall contain the following:
- (1) The present unit factor assignment based on existing or previous REU Allocation Factor Schedule.
  - (2) A statement setting forth the nature of the increased use capacity necessitating a unit factor adjustment.

- (3) A statement of the proposed increased unit factor assignment for the premises based upon the increased use capacity and a description as to how the unit factor increase will result in an adjustment of connection charges and/or usage charges.
  - (4) A statement that the increased unit factor assignment shall become effective with resulting changes to connection charges and usage charges prior to the time a new certificate of occupancy will be granted for the change in use and that the new certificate of occupancy will not be granted until the additional connection charges are paid.
  - (5) Notice to the owner or responsible party that if the amounts due are delinquent for more than six months, the amount shall be added to the tax rolls and collected pursuant to the general property tax laws.
  - (6) Notice to the owner or responsible party that the party has 30 days following the date of the notice to review the increased unit factor determination with the township engineer and further notice that should the determination remain unchanged following the meeting with the township engineer, whereby the township engineer confirms the determination in writing, the owner or responsible party has an additional ten days after the date of the written confirmation of the determination to file with the township clerk a request for review of this determination by the township's water and sewer committee.
- (i) *Township engineer to hear objections to determinations.* The township engineer shall, if requested, provide an opportunity for the owner or responsible party to be heard on objections to the determination within 30 days of the date of the notice. After review with the owner or responsible party, the township engineer shall forthwith provide a written confirmation of the determination of increase to the owner and to the township water and sewer committee. The owner if aggrieved by such determination shall have an additional ten days thereafter to file with the township clerk a written request for review by the township water and sewer committee. If no request is filed within the time allowed, the township engineer's determination shall become final.
  - (j) *Township water and sewer committee review.* From the time of filing of a request for review with the clerk, the township water and sewer committee shall thereafter within 45 days review the township engineer's determination and shall have the authority to modify in whole or in part the determination. The decision of the township water and sewer committee shall be final and shall be furnished to the township engineer and premises owner or other responsible party in writing by the township clerk.
  - (k) *Delinquent charges.* All delinquent connection charges and usage charges as established in this section shall be made a lien on the premises and on September 1 of each year, the township clerk as provided in section 62-112(c) shall certify any such charges which have been delinquent six months or more to the township supervisor, who shall enter such delinquency upon the next tax roll against the premises for which such services have been furnished, and such charges shall be collected and such lien shall be enforced in the same manner as provided in respect to taxes assessed upon such roll.

(Ord. No. 107A, art. V, 1-12-2005)

**Sec. 62-112. Billing and collection.**

- (a) Usage charges shall be billed and collected as established by resolution of the township board from time to time. Failure to receive a bill shall not excuse failure to pay the bill when due. In the absence of a township board resolution to the contrary, bills shall be dated and issued in the months of January, April, July, and October each year and shall be due and payable, without discount, 30 days from the date on the bill.
- (b) Connection charges shall be the obligation of the owner of the premises served. Usage charges shall be the obligation of both the owner and the occupant of the premises.

- (c) All delinquent connection and usage charges shall be a lien thereon the premises, and on September 1 of each year the township clerk shall certify any such charges which have been delinquent six months or more to the supervisor of the township, who shall enter the delinquency upon the next tax roll against the premises to which such services and facilities have been furnished, plus a surcharge of five percent to cover certain administrative expenses of the township.

(Ord. No. 107A, art. VI, 1-12-2005; Ord. No. 107A.004, art. 1, 11-10-2009)

**Sec. 62-113. Utilization of revenues.**

The rates established for connection and usage charges are estimated to be sufficient to provide for the payment of the expenses of administration and operation of the system and such expenses for the maintenance and rental thereof as may be necessary to preserve the system in good repair and working order, and to provide for such other expenditures and funds for the system as are required by this article. Rates shall be fixed and revised from time to time by resolution of the township board so as to produce the foregoing provisions.

- (1) Revenues received from connection and usage charges shall be directed to the sewer fund, where such revenues shall be collected. These revenues shall be utilized for the following purposes:
  - a. Out of such revenues, there shall first be designated quarter-annually into a separate account an amount sufficient to pay the regular operational, maintenance, administrative, and other related costs of the sewer system, and out of such account amounts shall be paid as necessary to the WRC pursuant to the terms and requirements of the operating agreement entered into between the county and the township.
  - b. Out of the remaining revenues in the sewer fund there shall next be set aside semi-annually into a separate account an amount sufficient to meet the township's bond and interest redemption obligations for the township's sewage disposal system.
  - c. On an annual basis, once revenue amounts sufficient to satisfy the obligations set forth in subsections (I)(a) and (I)(b) of this section have been satisfied, all remaining revenues shall be directed to a third account, identified as the sewer improvement account, to be used for improvements, enlargements, extensions, and repairs to the sewer system.
- (2) All revenues in the sewer fund shall be deposited with a bank designated by the township board and shall be kept in a separate depository account distinct from the township's general fund.
- (3) No free sewage disposal facilities or services shall be furnished to the township, or to any person, firm or corporation, public or private, or to any public agency or instrumentality. (Ord. No. 107A, art. VII, 1- 12-2005)

**Sec. 62-114. Prospective and retroactive reduction in service fees.**

(a) *Prospective reduction.*

- (1) Any premises utilized for a purpose other than a single-family home, using the sewer system and paying quarterly service fees based on a unit factor greater than one, pursuant to section 62-III(b), shall be entitled, upon a timely and proper request, to a reduction in sewer usage charges to a unit factor of one, provided the premises shall be unoccupied and the sewer system unused for a period of at least 90 days.
- (2) If any premises will be unoccupied and the sewer system unused for a period of 90 days or more and the premises owner desires a reduction in sewer fees, it is the responsibility of the premises owner or person responsible for the payment of the usage charges to inform the township in writing of the prospective period when the premises will be unoccupied and the sewer system unused.

- (3) Once the township is informed the premises will be unoccupied and the sewer system unused for a period of at least 90 days, beginning on the due date of the next quarterly sewer service payment, the usage charge for that quarter, and for any prospective quarter or quarters when the premises remains unoccupied and the sewer system unused, shall be reduced to a unit factor of one.
  - (4) If the premises should become occupied during such a quarter or should the sewer system be used, it is the responsibility of the premises owner or person responsible for payment of the sewer usage charge to inform the township in writing immediately of the change. The sewer usage rate charged before the reduction shall then resume from the date when the property is reoccupied or the sewer system used. The quarterly usage charge will be reinstated on a pro rata basis for the portion of the quarter that the property is reoccupied and the sewer system is used.
  - (5) Failure to inform the township of re-occupancy of the premises shall be considered a violation of this article. The township shall have the authority to recover the amount of sewer usage charges and all costs and actual professional fees incurred, including attorney fees, expended in order to determine compliance with and to enforce the requirements of this article. The township shall also have the authority to execute a lien against the property upon which the premises are located equal to the amount of unrecovered sewer usage charges and all enforcement costs and fees.
- (b) *Retroactive reduction.*
- (1) Any premises utilized for a purpose other than a single-family home, using the sewer system and paying quarterly usage charges based on a unit factor greater than one, pursuant to section 62-III(b), shall be entitled, upon a timely and proper request, to a credit, to be applied against future sewer usage charges, in an amount equal to the difference between a unit factor of one and the unit factor assessed to the sewer service user, provided the premises were unoccupied, and the sewer system unused, for a period of at least 90 days within one year of the request.
  - (2) In order to qualify for such a credit, the premises owner, or person responsible for payment of the sewer usage fee, shall provide sufficient substantial evidence corroborating the claim the premises were unoccupied and the sewer system unused.
  - (3) After the effective date of the ordinance from which this article is derived, any premises owner or person responsible for payment of the sewer usage charges, seeking a credit against future sewer usage charges for any 90-day period when the premises have been unoccupied and the sewer system unused (after the enactment of the ordinance from which this article is derived), must apply for the credit within one year of the date when the premises were last unoccupied and the sewer system unused. In order to qualify for a credit, the owner or other person must show good cause why he/she failed to provide the township with advance notice pursuant to this subsection (b) of this section and must provide competent evidence to corroborate a claim the premises were unoccupied and the sewer system unused, and the reason and evidence must be set forth in a verified writing to the township.
  - (4) In no event, however, shall the amount of any credit exceed an amount credited to the township by the county or any other entity administering the sewer system.
  - (5) In addition to violations of other requirements of this article, any misrepresentation about a past period of vacancy in order to obtain a credit shall be considered a violation of this article. The township shall possess all of the legal remedies cited in section 62-87 if such a violation should occur. (Ord. No. 107A, art. VIII, 1-12-2005)

**Sec. 62-115. Hardship deferments of lateral benefit charges and capital charges.**

(a) *Eligibility.*

- (1) A property owner shall not be considered to have a hardship under the provisions of this section if he owns tangible or intangible property having a market value in excess of \$1,500.00, or if married and not separated from spouse, his or her property together with the tangible or intangible property of spouse exceeds the value of \$2,000.00. The value of the homestead, occupied by the property owner as a home, shall not be included in determining the value of property under this section. The value of life insurance shall be computed at the cash surrender value available and payable upon demand and only that portion of the value thereof which is in excess of \$1,000.00 shall be included in determining of the value of the property. If the health of the insured is such as to make continuance of the insurance desirable, the entire cash surrender value of life insurance is to be excluded from consideration. Household goods and wearing apparel shall not be considered, nor shall farm stock or implements, including but not limited to horses, cattle, poultry, power machinery and motor-powered vehicles having a fair market value of less than \$750.00, be considered. The interest of the property owner in an estate or trust as heir, devisee, legatee, or otherwise shall not be considered the property of the owner under the provisions of this section unless and until it has been distributed or is available to such owner.
  - (2) If the property owner has an income from all sources of more than the amount necessary to provide such person, or married couple, with a minimum subsistence which shall be determined, as near as possible, by the use of recognized current standards of the department of agriculture and the department of labor and industry of the federal government, such property owner shall not be considered to have a hardship under the provisions of this section. The premiums paid in any type of life insurance on the life of the property owner, or on the life of his or her spouse, which have been in force and effect for five years or more, by any beneficiary thereof therein provided, shall not be construed as income of the property owner.
- (b) Application for deferred payments. Any owner of property who by reason of hardship as defined in subsection (a) of this section is unable to comply with the provisions of section 12753 of the Public Health Code (MCL 333.12753) and the provisions of section 62-113(a) may apply to the township supervisor for the deferral of all lateral benefit charges and capital charges.
- (c) Determination of values. The township supervisor, upon the receipt of an application from a property owner who has a hardship as referred to in subsection (a) of this section shall ascertain the cash value of the premises and determine the nature and amount of all prior encumbrances of record and shall certify to the township board the difference between the cash value and the value of the encumbrances of record upon the premises. The term "cash value," as used in this subsection, shall be as defined in section 27 of the General Property Tax Act (MCL 211.27). If the difference between cash value and all of the encumbrances of record is greater than the amount of the payment method, including debt service charges, and the township's costs as denoted in subsection (e) of this section, then the property owner shall be determined to be qualified for deferred payment of the lateral benefit charges and capital charges.
- (d) Execution of mortgage. The owner of record of the premises shall, as a condition precedent to being permitted to defer the payment of the lateral benefit charges and capital charges, execute a mortgage in recordable form upon the premises denoting the interest that the township, as mortgagee, has in the premises, and that the mortgage will be payable on or before death, or in any event, upon the sale or transfer of the property owner's interest in the property.

- (e) Township's cost. The property owner shall also be responsible for the direct costs of the township in connection with processing the property owner's application for deferred payments, such as, by way of illustration and not by way of limitation, costs of recording the mortgage, costs of title insurance insuring the mortgage interest of the township and any direct legal fees in connection with review of the foregoing and preparation of the mortgage to be recorded. Such costs shall be added to the amount due and owing upon the mortgage to be executed by the property owners.

(Ord. No. 35, §§ 1-5, 7-10-1974)

**Sec. 62-116. Quarterly charges on delinquent payment**

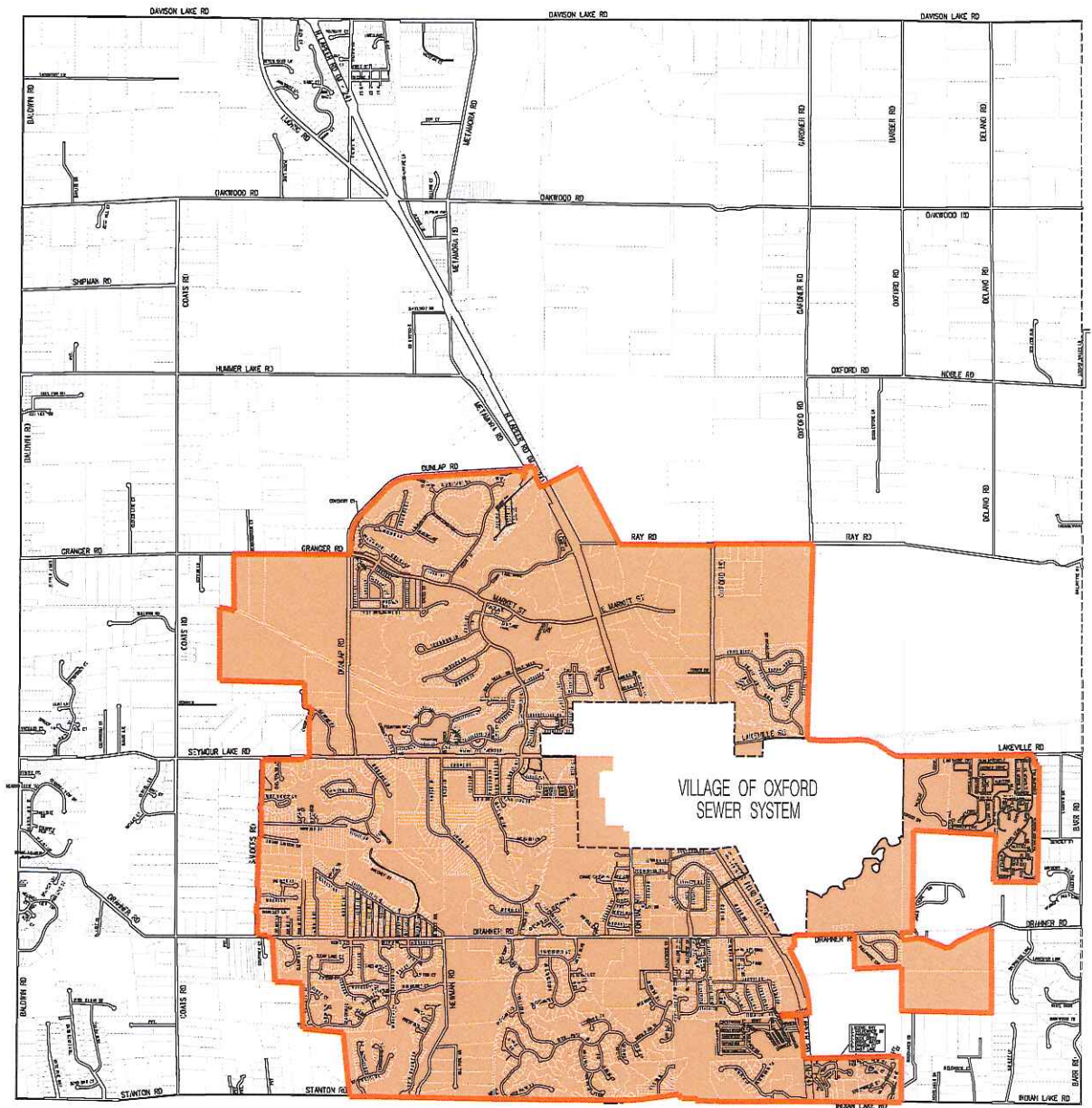
After September 15, 2007, all charges for sewer disposal service, if not paid when due, shall have added to the amount thereon, upon the delinquency and then each quarter of a year that such charges and any penalty thereon remain unpaid, a penalty of \$3.20; all delinquent connection and usage charges, including interest and any penalty, which are required of the township to be placed upon the tax roll shall have an additional surcharge added to the delinquent amount to be placed upon the tax rolls of five percent of the total amount due as provided in subsection 62-112(c).

The Township Board, within sixty days of request, may consider approval of a waiver of a penalty fee, in whole or in part, if any of the following apply: (1) error in billing or legitimate dispute over the charges; (2) unique or unforeseen circumstances such as a natural disaster or public health crisis; (3) good faith effort by property owner to pay all or some of the charges on a payment plan; (4) any other hardship as determined to be eligible for a waiver as determined within the sole authority of the Township Board.

(Ord. No. 107A.002, art. 1, 8-8-2007)

**Secs. 62-117 – 62-150 Reserved.**

# Exhibit C



OXFORD TOWNSHIP SANITARY SEWER DISTRICT



SCALE: 1" = 1500'

LEGEND

- SANITARY SEWER DISTRICT
- TOWNSHIP/VILLAGE LIMITS



LAST UPDATED: NOVEMBER 2021

Date: January 10, 2024

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: 2023 Year End Report  
Recognition of Captain Kevin Snell  
Water Fountain Replacements

Dear Board Members:

Attached is information from Fire Chief Matthew Majestic to update the Township Board:

- **2023 Year End Report**
- **Recognition of Captain Kevin Snell**
- **Water Fountain Replacements**



# OXFORD FIRE DEPARTMENT

96 N. Washington St. • PO Box 911 • Oxford, Michigan, 48371  
Ph. (248) 969-9483 • Fax. (248) 969-9489

January 3, 2024

To: Oxford Township Board

From: Fire Chief Matt Majestic

**Re: Oxford Fire Department end of Year Report for 2023**

I wanted to share that this past year of 2023 was yet another busy year for the Oxford Fire Department. We surpassed last year's run volume by almost 100 calls with a final run tally of 2,348 calls for assistance (there were 2,250 in 2022).

- Our call breakdown was once again heavily weighted in the EMS division with 81% of our runs associated with Emergency Medical Response with over 1,891 EMS Incidents.
- In regards to Fire related calls we came in at 19% of our run volume with 30 confirmed Structure Fires in homes and commercial businesses.

Rather than go into further detail about last year's responses, I have included a final run report of the Oxford Fire Department and the types of calls we responded to with a breakdown of type of call as well as how those calls were broken down by each month. Please review and feel free to reach out with any questions you may have regarding this report.



Custom v Jan 1, 2023 - Dec 31, 2023 v

19%

FIRE  
Percentage of Total Incidents

81%

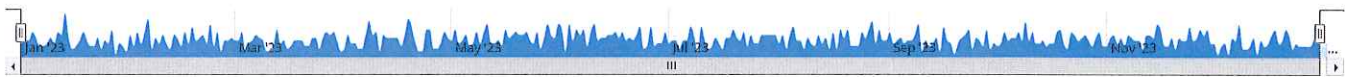
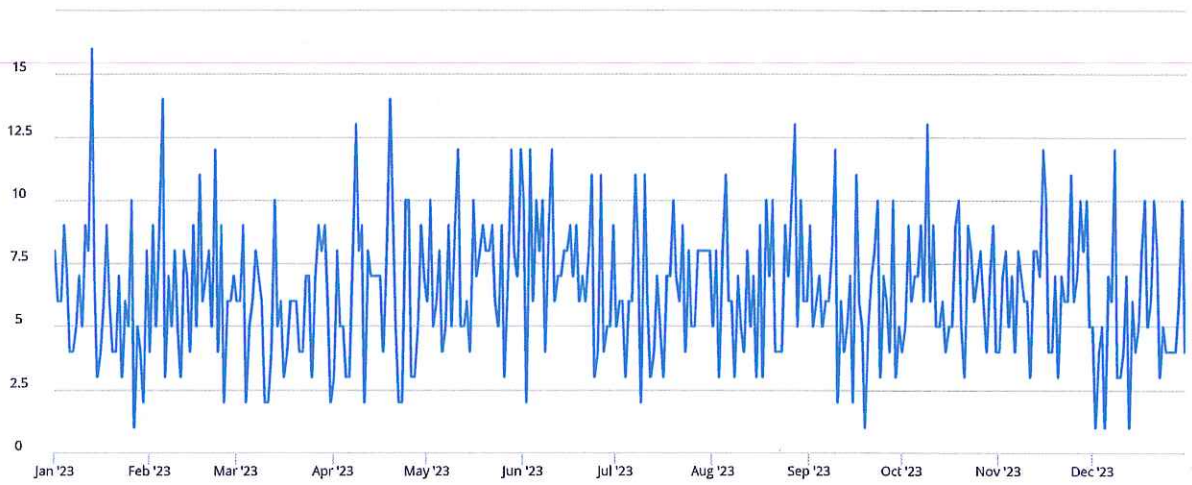
EMS  
Percentage of Total Incidents

2,348

INCIDENTS  
In Selected Time Slice

365

DAYS  
In Selected Time Slice



Counts
  % Rows
  % Columns
  % All

	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Total
(11) Structure Fire	1	4	2	3	3	9		2	2	1	2	1		30
(13) Mobile property (vehicle) fire				1		2					1			4
(14) Natural vegetation fire				1	3	1		1			1			7
(15) Outside rubbish fire					1									1
(31) Medical assist						1			1	1				3
(32) Emergency medical service (EMS) incident	168	149	141	144	187	172	158	159	142	163	169	139		1,891
(38) Rescue or EMS standby												1		1
(40) Flammable gas or liquid condition, other									1					1
(41) Combustible/f.. spills & leaks	1			1		1	3			4		2		12
(42) Chemical release, reaction, or toxic condition	1	1					2	1		2		1		8
(44) Electrical wiring/equipm. problem		4	3	4	4	3	4	2	2	5		2		33
(48) Attempted burning, illegal action				1										1
(50) Service call, other							2							2
(51) Person in distress				1		1		1						3
(52) Water problem			2	1			1							4

	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Total
(53) Smoke, odor problem		1										1		2
(54) Animal problem or rescue		1	1		1	1						1		5
(55) Public service assistance	4	3	6	4	5	12	1	7	2	4	5	2		55
(56) Unauthorized burning	1	2		3	2	4	1	5	4	1	4			27
(57) Cover assignment, standby at fire station, move-up		3	1	5	4	2	3	1	1			2		22
(60) Good Intent call, other					1	1	2	1	1	1				7
(61) Dispatched and canceled en route	5	5	6	2	3	4	3	6	4	4	4	6		52
(62) Wrong location, no emergency found	1		3	6	3	2	6	1	1	3				26
(63) Controlled burning					1				1	1	1			4
(64) Vicinlty alarm		1												1
(65) Steam, other gas mistaken for smoke	2		1	1	1		3	2		3		1		14
(67) HazMat release investigation w/no HazMat	1	1	2								2	2		8
(70) False alarm and false call, other		3			1			2			1	1		8
(71) Malicious, mischievous false alarm		1												1
(73) System or detector malfunction		4		2	2	3	5	3	6	2	1			28
(74) Unintentional system/detect... operation (no fire)	3	5	6	5	5	4	5	11	13	11	13	3		84
(91) Citizen complaint							1	1						2
UNK			1											1
Total	188	188	175	185	227	223	200	206	181	206	204	165		2,348



# OXFORD FIRE DEPARTMENT

96 N. Washington St. • PO Box 911 • Oxford, Michigan, 48371  
Ph. (248) 969-9483 • Fax. (248) 969-9489

January 3, 2024

To: Oxford Township Board

From: Fire Chief Matt Majestic

**Re: Recognition of Captain Kevin Snell**

I wanted to advise the Board that we have recently received some good news regarding Captain Kevin Snell.

Captain Snell, in addition to:

- Coordinating the EMS Division of the Fire Department, including the High School EMT Class, and
- Taking on a role with the Oakland County Medical Control Authority as a member of the Protocols, and Professional Standards Review Organizational Committees, and
- Increased our departments EMS Cost Recovery to the highest levels received in our department history of cost recovery by capturing funds in excess \$701,000 through November of 2023 (still awaiting December's final numbers which will be an estimated \$40,000-60,000).

**Also recently completed his Bachelor of Applied Science Degree in Public Safety Studies from Siena Heights University, and we were notified in Mid-December that Captain Kevin Snell has been accepted into Eastern Michigan University's Executive Leadership Program of Fire Staff and Command.** (The Staff and Command School is a prestigious, rigorous, and competitive Executive Fire officer program which will take place one week a month for the next 10 months beginning in February at Eastern Michigan University. This year the program had over 100 applicants for the 40-member class.)

We felt that Captain Snell's hard work and dedication to the Oxford Fire Department and the Oxford Community is worthy of recognition from both the Fire Department Administration and the Township Board.

Please join me in offering Captain Kevin Snell a well-deserved congratulations and wish of good luck in the coming year.



# OXFORD FIRE DEPARTMENT

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

January 3, 2024

**RE: Bottle Filling Station at Fire Station 1**

The Fire Department decided to update the old water fountains in the lobby with a bottle filling station. Four different companies were contacted for quotes including Atlas Plumbing Supply, Express Plumbing, Randy Darnell and NES. Neither Randy Darnell nor Express Plumbing submitted a quote. Atlas provided a quote for \$4,308.82 for an Elkay unit. NES provided a quote for \$3,500 for an Elkay unit. The Fire Department has hired NES as they had the lowest quote.

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**Chief Matthew Majestic**



## **Sharpe Engineering Project Activity Report – January 2024**

### **Oxford Township Municipal Projects**

1. North Area Sanitary Sewer Special Assessment District:
  - Project bids were received on 8/31/23 in the amount of \$2,962,997.
  - SAD process has been approved. Bond sale to occur in February 2024.
  - Sewer construction anticipated to begin in March 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. 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.
  - Restoration to be completed in Spring 2024.
4. Brabb-Dewey Engineering Design Grant:
  - Survey and design work related to a proposed sanitary sewer in the Brabb-Dewey subdivision is in process. Finalizing bid specifications and drawing coordination.
5. 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.
6. Willow Lake PRV Project:
  - 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 with anticipated Grand opening in January.
2. 653 S. Lapeer Road:
  - Development of new marijuana dispensary.
  - Construction of underground utilities and base asphalt complete.
  - Building interior being completed with anticipated Grand Opening in March 2024.
3. 280 N. Lapeer Road (Frequency Wellness):
  - Development of new marijuana dispensary.
  - Construction of underground utilities and base asphalt complete.
  - Building interior being completed with anticipated Grand Opening in March 2024.
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.
  - Building interior being completed with anticipated Grand Opening in Fall 2024.
5. 411 N. Oxford Road:
  - Upgrades to existing building and site at 411 N. Oxford Rd.
  - Construction of underground utilities and parking lot complete.
  - Building interior being completed with anticipated Grand Opening in May 2024
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 final engineering design process.
  - Clearing of trees on the property has been completed.
  - Construction of infrastructure anticipated to begin in summer 2024.
8. The Villages and Peninsula of Tullamore:
  - Residential project consisting of 61 single family homes and 105 attached units located at the northeast corner of E. Drahner and Oxford Lakes Drive.
  - Applicant is currently in the site planning process.
  - Construction of infrastructure scheduled to begin in fall 2024.

**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 following described parcel of land situated in the Charter Township of Oxford, County of Oakland and State of Michigan commonly described as:

Commonly known as 3020 Adventure Drive, Oxford MI  
Tax ID 04-04-376-006  
Containing 4.19 acres

[Legal description attached hereto as Exhibit "A"]

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Oxford Township 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 January 10, 2024 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

T5N, R10E, SEC 4 PART OF SW 1/4 BEG AT PT DIST S 88-33-07 W 720.97 FT FROM S 1/4 COR, TH S 88-33-07 W 500.00 FT, TH ALG CURVE CONCAVE ELY, RAD 2760.00 FT, CHORD BEARS N 10-11-06 W 251.15 FT, DIST OF 251.25 FT, TH N 07-34-38 W 68.75 FT, TH N 82-25-22 E 548.63 FT TH S 01-26-53 E 375.17 FT TO BEG 4.18 A7-5-89 CORR

# Exhibit B



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.

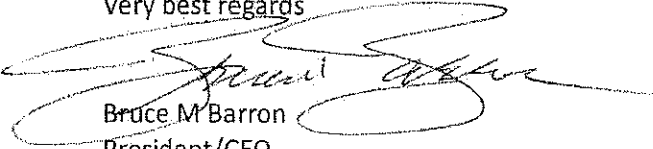
The Center is planned to be a 20,000 square foot "clean room" facility. Building costs are estimated at ~\$3.4 million and new machinery and equipment is estimated at ~\$4.4 million before cost contingencies are added. The Center will employ 50 high-skilled employees by the 3<sup>rd</sup> year of our 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 Apprenticeship 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 C

# 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:

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# Exhibit D

-----Original Message-----

From: Etzkorn, Stacey Tuttle <etzkorns@oakgov.com>

Sent: Thursday, December 14, 2023 2:25 PM

To: Joseph Ferrari <JFerrari@oxfordtownship.org>

Cc: Bouchey, Leigh Ann <boucheyl@oakgov.com>; Joannette, Tiffany <joanettet@oakgov.com>; Schultz,

Terry D <schultzt@oakgov.com>; Moore, Shannon <mooresh@oakgov.com>

Subject: RE: 2024 POSSIBLE IFT for Barroncast

Good Afternoon Joe,

If a new IFT application is approved by the STC in 2024, it will most likely have an effective date of 12/31/24 to start in 2025. Feel free to contact me if you have any other questions.

Take care,

Stacey Tuttle Etzkorn, MAAO

she/her/hers

Equalization Appraiser III Certified

Oakland County Equalization Division

Department of Management and Budget

Oakland County, Michigan

All ways, moving forward

Phone: (248) 858-4994

Mobile: (248) 568-2487

Email: etzkorns@OakGov.com

250 Elizabeth Lake Rd Ste 1000W

Pontiac, MI 48341-1050

Date: January 10, 2024

To: Board of Trustees

From: Curtis W. Wright, Clerk

Re: Great Pines Manors Subdivision Special Assessment District Resolution #3

Dear Board Members:

As a continuation in the establishment of a Special Assessment District (“SAD”) for the proposed private road re-paving in Great Pines Manors Subdivision, Resolution No. 3 is attached for approval.

This Resolution No. 3 acknowledges:

1. that the preparation of the Special Assessment Roll is completed;
2. scheduling a Public Hearing to hear any objections to the Special Assessment Roll.

Also, enclosed for review are the following documents:

- The Special Assessment Roll total costs and per parcel cost for the 5-year SAD period.
- The boundary map of the properties within the SAD for the Improvement for Great Pines Manors Subdivision.

The following motion is offered to continue the SAD process:

**I move to approve Resolution No. 3, Preparation of Proposed Great Pines Manors Subdivision Special Assessment Roll and Scheduling of Public Hearing, to implement a private road Special Assessment District program for Great Pines Manors Subdivision and schedule a Public Hearing for the Oxford Township Board of Trustees regular meeting on Wednesday, February 14, 2024 at 6:30 p.m. or soon thereafter to hear and consider any oral or written objections submitted by any interested persons with respect to the Special Assessment Roll.**

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

**RESOLUTION NO. 3**

**PREPARATION OF PROPOSED  
GREAT PINES MANORS SUBDIVISION ASSESSMENT ROLL  
AND SCHEDULING OF PUBLIC HEARING**

**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**, 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 private 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; and

**WHEREAS**, the Township Supervisor has prepared, and reported to the Township Board a special assessment roll for the parcels of property to be benefitted that are located in the Great Pines Manors Subdivision SAD.

**NOW, THEREFORE BE IT RESOLVED**, that the Special Assessment Roll for Great Pines Manors Subdivision private road re-paving SAD as reported to the Township Board of Trustees by the Township Supervisor has been filed in the office of the Township Clerk.

**BE IT FURTHER RESOLVED**, the Township Board of Trustees shall schedule a Public Hearing on Wednesday, February 14, 2024 at 6:30 p.m. or soon thereafter to hear and consider any objections in person or writing with respect to the special assessment roll.

MOVED:

SECONDED:

Ayes:

Nays:

Absent:

Adopted at a regular meeting of the Charter Township of Oxford Board of Trustees held on the 10<sup>th</sup> day of January 2024.

\_\_\_\_\_  
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 10<sup>th</sup> day of January 2024.

\_\_\_\_\_  
Curtis W. Wright, Clerk

**2023  
SPECIAL ASSESSMENT ROLL**

**CHARTER TOWNSHIP OF OXFORD  
ROAD PAVING**

**Great Pines Manors Subdivision Road Paving Special Assessment District**

**Statement of Intent:**

This Special Assessment District and Roll have been established under the authority of Public Act 188 of 1954, as amended (MCL 41.721 and 41.722), to collect \$ **281,637** over a five (5) year period plus **\$2,683.67** in administrative fees, beginning with the December, 2024 tax roll, for the purpose of private road repaving in the Great Pines Manors Subdivision within the Township of Oxford.

The Special Assessment District includes twenty five (25) Real Property parcels located in the Great Pines Manors Subdivision in the Charter Township of Oxford. The annual amount to be collected shall be divided equally amongst the twenty five (25) parcels with variables attributable to set-up costs and indexed contract costs.

**SPECIAL ASSESSMENT ROLL COLLECTION SUMMARY**

<u>Year</u>	<u>Proposed</u>	<u>Actual</u>
2024 / 1st Year	\$59,011.07	\$59,011.07
2025 / 2nd Year	\$56,327.40	\$56,327.40
2026 / 3rd Year	\$56,327.40	\$56,327.40
2027 / 4th Year	\$56,327.40	\$56,327.40
2028 / 5th Year	\$56,327.40	\$56,327.40
<b>Total:</b>	<b>\$284,320.67</b>	<b>\$284,320.67</b>

**Total Authorized for Special Assessment:**

<b>\$284,320.67</b>
---------------------

**BASED UPON ANNUALLY APPROVED INSTALLMENTS (2024-2028)**

RP-23-1 GREAT PINES MANORS SUBDIVISION ROAD PAVING SPECIAL ASSESSMENT DISTRICT ROLL

CHARTER TOWNSHIP OF OXFORD

<u>PARCEL NUMBER</u>	<u>PROPERTY ADDRESS</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
P-04-19-326-001	150 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-002	160 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-003	170 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-004	178 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-005	186 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-006	198 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-007	212 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-008	2793 COTTONWOOD CT	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-009	2775 COTTONWOOD CT	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-010	2776 COTTONWOOD CT	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-011	2800 COTTONWOOD CT	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-012	2812 COTTONWOOD CT	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-013	250 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-014	262 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-015	263 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-016	251 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-017	239 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-018	225 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-019	199 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-020	183 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-021	171 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10
P-04-19-326-022	2936 LILAC LN	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10

**RP-23-1 GREAT PINES MANORS SUBDIVISION ROAD PAVING SPECIAL ASSESSMENT DISTRICT ROLL**

**CHARTER TOWNSHIP OF OXFORD**

P-04-19-326-023	2937 LILAC LN	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10	
P-04-19-326-024	2923 LILAC LN	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10	
P-04-19-326-025	157 GREAT PINES DR	2,360.44	2,253.10	2,253.10	2,253.10	2,253.10	
<b>Annual Installment TOTAL</b>		<b>59,011.07</b>	<b>56,327.40</b>	<b>56,327.40</b>	<b>56,327.40</b>	<b>56,327.40</b>	<b>284,320.67</b>

SAD Roll Admin Fee:	2,683.67	-	-	-	-	-	
Contract for Paving:	56,327.40	56,327.40	56,327.40	56,327.40	56,327.40	56,327.40	
<b>TOTAL:</b>	<b>59,011.07</b>	<b>56,327.40</b>	<b>56,327.40</b>	<b>56,327.40</b>	<b>56,327.40</b>	<b>56,327.40</b>	<b>284,320.67</b>

# CHARTER TOWNSHIP OF OXFORD

**Date:** January 10, 2024

**To:** Board of Trustees

**From:** Jack Curtis, Supervisor

**Re.** Bid Award Recommendation for I.T. Services

Dear Board Members:

On December 15, the township received 14 bids from various I.T. companies in response to the township's Request for Proposal that was posted on MITN. Supervisor Curtis, Clerk Wright and Treasurer Ferrari thoroughly reviewed each bid and are recommending awarding the bid to Hi-Tech and utilizing their professional package (quote is attached for your review).

Hi-Tech is a local company based out of Casco, MI. The officials were impressed with Hi-Tech's capabilities, response times and detailed outline of what the township could expect as a Hi-Tech client. By looking at the bid summary (attached), Hi-Tech's quote for a 5-year contract is adequate. Therefore, the committee is recommending that the bid be awarded to Hi-Tech in the amount of \$131,696.53.

The following motion is offered for consideration:

**I move to award the bid for I.T. services to High-Tech and enter into a 5-year contract in the amount of \$131,696.53. I further authorize Supervisor Jack Curtis to sign the contract on behalf of the Charter Township of Oxford.**

### Oxford Township I.T. Services Bid Summary

<b>Company</b>	<b>Bid Amount</b>
Global Solutions Group, Inc.	\$99,921.60
Network One	\$117,936.00
Hi-Tech (Professional Pkg.)	\$131,696.53
Vector Tech Group	\$164,490.00
AllComm	\$169,900.00
Hi-Tech (Premium Pkg.)	\$177,749.86
VC3	\$192,387.78
Innovative Technology Solutions, LLC	\$207,344.76
Enertron	\$212,160.00
Dewpoint	\$212,902.00
Softsages Technology	\$266,000.00
Netlink Software Group America, Inc.	\$1,193,893.73
Eitacies	\$1,545,600.00



3070 Palms Road, Casco 48064  
 Phone (810) 326-9000 Fax (810) 326-9100  
[www.hitech.net](http://www.hitech.net)

# Quote

Date	Quote No.
12-05-23	HTSQ15780

SOLD TO:	SHIP TO:
<b>Oxford Township</b> Curtis Wright 300 Dunlap Rd Oxford, MI 48371 United States  <b>Phone</b> (248) 628-9787 <b>Fax</b> <b>Email</b> cwright@oxfordtownship.org	<b>Oxford Township</b> Curtis Wright 300 Dunlap Rd Oxford, MI 48371 United States  <b>Phone</b> (248) 628-9787 <b>Fax</b> <b>Email</b> cwright@oxfordtownship.org

SALES REP.	SALES REP. PHONE	SALES REP. EMAIL	PAYMENT TERMS
Shannon Romero	(810) 326-9000 x216	sromero@hitech.net	Net 15 Days

QTY	MANUFACTURER	ITEM DESCRIPTION	PRICE
1	Hi-Tech	TechCare Support Agreement Professional (monthly)	\$2,018.00
2	Hi-Tech	TechCare Remote Monitoring & Management Pro Server	
34	Hi-Tech	TechCare Remote Monitoring & Management Pro User	
2	Hi-Tech	TechCloud Intercept X Advanced for Server with XDR (Monthly)	
41	Hi-Tech	TechCloud Central InterceptX Advanced with XDR (Monthly)	
15	Hi-Tech	TechCloud Email Filtering	
15	Hi-Tech	TechCloud PhishThreat	
2	Hi-Tech	TechCloud Backup SVR License+Cloud (Monthly)	
15	Hi-Tech	TechCloud Backup Office 365 (Monthly)	

<b>SubTotal</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Shipping Estimate</b>	\$0.00
<b>Total</b>	<b>\$0.00</b>
<b>Recurring</b>	<b>\$2,018.00</b>

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 25% RESTOCKING FEE WITH ORIGINAL PACKAGING.

# CHARTER TOWNSHIP OF OXFORD

**Date:** January 10, 2024

**To:** Board of Trustees

**From:** Jack Curtis, Supervisor

**Re:** Request for additional staffing at OCSO Oxford Substation

Dear Board Members:

Sergeant Meza is here tonight requesting additional staffing for the Oakland County Sheriff's Office Oxford Substation.

I have had several conversations with Sergeant Meza and Lieutenant Patterson regarding staffing issues the substation has been facing. Currently, there are 19 deputies assigned to the Oxford substation. Two of those deputies are school resource officers, which means they serve the school district nine months out of the year. Two more are detectives, which leaves 15 deputies to actively patrol 22,419 residents spanning 35.2 square miles.

Based on data from both the FBI and FEMA, Oxford is understaffed. Therefore, Sergeant Meza is requesting the board approve the hiring of two additional patrol investigators (no fill) and one sergeant. The new sergeant will act as afternoon command while the two patrol investigators will float based on the needs of the substation. Attached is a breakdown of current rates from our contract with OCSO.

The following motion is offered for consideration:

**I move to authorize Supervisor Jack Curtis to work with the Oakland County Sheriff Office (OCSO) to assign one additional detective sergeant and two no-fill patrol investigators to the OCSO, Oxford Substation. I further authorize Supervisor Curtis to work with OCSO to amend our contract reflecting these changes. The approximate additional cost for these OCSO deputies and command officer, \$488,315 will be charged to account number 207-302-711.001 Contract OCSO.**

**SCHEDULE A**

**SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY**

Rank of Sheriff's Deputies Contracted	Number of Sheriff's Deputies Contracted	Biweekly Charge for each Sheriff's Deputy to Municipality in 2022	Annual Costs 2022	Biweekly Charge for each Sheriff's Deputy to Municipality in 2023	Annual Costs 2023	Biweekly Charge for each Sheriff's Deputy to Municipality in 2024	Annual Costs 2024
Captain		\$7,751.93		\$7,947.93		\$8,199.29	
Lieutenant	1	\$6,824.93	\$177,448	\$7,008.13	\$182,211	\$7,200.79	\$187,220
Patrol Sergeant		\$6,202.37		\$6,367.58		\$6,541.59	
Detective Sergeant	1	\$6,335.14	\$164,714	\$6,508.55	\$169,222	\$6,691.21	\$173,971
Deputy II (w/fill)		\$6,350.85		\$6,517.78		\$6,693.55	
Deputy II (no-fill)	15	\$5,527.60	\$2,155,764	\$5,678.26	\$2,214,521	\$5,837.46	\$2,276,609
Deputy II (no-fill/no-vehicle)		\$5,269.17		\$5,408.48		\$5,555.78	
Patrol Investigator (no-fill)	3	\$5,712.44	\$445,570	\$5,872.35	\$458,043	\$6,041.25	\$471,218
Deputy I (no-fill)		\$5,140.89		\$5,284.86		\$5,437.23	
<b>TOTAL</b>	<b>20</b>		<b>\$2,943,496</b>		<b>\$3,023,997</b>		<b>\$3,109,018</b>

**NOTE:** For each "Deputy II (w/fill)" identified above, the O.C.S.O. will, at no additional cost to the Municipality, provide a substitute Sheriff's Deputy (i.e., a "fill-in") to provide Law Enforcement Services to the Municipality whenever a contracted "Deputy II (w/fill)" is absent from the Municipality during any 80 hour biweekly period for any reason except those reasons enumerated in Paragraph 6.1 of the Agreement.

**NOTE:** The O.C.S.O. will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

Enter a country, state, county or city

[Graph Browser >](#)

# Oxford Charter Township

City in Oakland County, Michigan, United States of America, North America

Population: 22,749 (2018) [census.gov](#)

## OVERVIEW



Go [ggle](#)

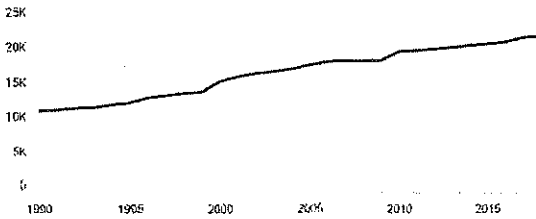
Rankings (in)	Oakland County	Michigan	United States of America
Largest Population	<u>18 of 60</u>	<u>93 of 1383</u>	<u>2636 of 25061</u>

Data from [census.gov](#), [fbi.gov](#), [bls.gov](#)

## DEMOGRAPHICS

[MORE CHARTS >](#)

Population in Oxford Charter Township



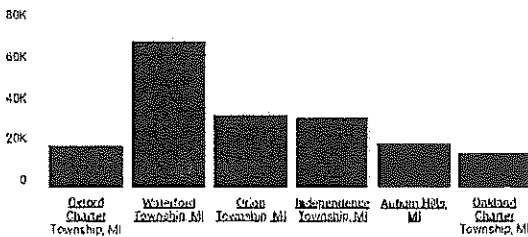
Total Population

Data from [census.gov](#)

[Export](#)

[Feedback](#)

Population: cities near Oxford Charter Township (2010)



Total Population

Data from [census.gov](#), [wikipedia.org](#), [www2.census.gov](#)

[Export](#)

[Feedback](#)

[Overview](#)

[Demographics](#)

**2023 Year End Statistics  
Oxford Township**

	FOP T-STO	AC	Phone	Inp	Text	Dispgen	Total CFS
902	106	192	199	2	0	0	1354
850	133	170	199	1	1	0	1268
1086	127	194	226	8	0	0	1554
1258	146	176	206	0	2	0	1706
1708	135	151	231	1	0	0	2208
1453	82	186	199	3	0	0	1904
1443	152	167	245	2	1	0	1935
1482	117	182	223	3	1	0	1968
1397	131	187	216	2	0	4	1852
1210	124	138	240	1	0	0	1721
1065	94	140	213	1	0	1	1546
1043	120	112	169	2	0	0	1453
<b>1897</b>	<b>1467</b>	<b>1995</b>	<b>2566</b>	<b>26</b>	<b>5</b>	<b>5</b>	<b>20469</b>

Command, 19 Deputies (2 SRO, 2 Detectives, 15 Patrol Deputies)  
Deputies to handle approximately 20,000 CFS



[Criminal Justice Information Services Division](#) | [Feedback](#) | [Contact Us](#) | [Data Quality Guidelines](#) | [UCR Home](#)

[Home](#) | [Offenses Known to Law Enforcement](#) | [Violent Crime](#) | [Property Crime](#) | [Clearances](#) | [Persons Arrested](#) | [Police Employee Data](#)

## Police Employee Data

[Download Printable Document](#)

### Definition

The Uniform Crime Reporting (UCR) Program defines law enforcement officers as individuals who ordinarily carry a firearm and a badge, have full arrest powers, and are paid from governmental funds set aside specifically for sworn law enforcement representatives.

### User's note

Because of law enforcement's varied service requirements and functions, as well as the distinct demographic traits and characteristics of each jurisdiction, readers should use caution when drawing comparisons between agencies' staffing levels based on police employment data from the UCR Program. In addition, the data presented here reflect existing staffing levels and should not be interpreted as preferred officer strengths recommended by the FBI. Lastly, it should be noted that the totals given for sworn officers for any particular agency reflect not only the patrol officers on the street, but also the officers assigned to various other duties such as those in administrative and investigative positions and those assigned to special teams.

### Data collection

- Each year, law enforcement agencies across the United States report to the UCR Program the total number of sworn law enforcement officers and civilians in their agencies as of October 31.
- Civilian employees include full-time agency personnel such as clerks, radio dispatchers, meter attendants, stenographers, jailers, correctional officers, and mechanics.

### Summary overview

- A total of 13,128 law enforcement agencies provided data on the number of full-time law enforcement employees (sworn officers and civilian personnel) on staff in 2017. (See [Table 70](#).)
- Nationwide, the rate of sworn officers was 2.4 per 1,000 inhabitants. The rate of full-time law enforcement employees (civilian and sworn) per 1,000 inhabitants was 3.4. (Based on [Table 74](#).)
- In 2017, the highest rate of officers to individuals among the city population groups was an average of 3.8 officers per 1,000 inhabitants in cities with fewer than 10,000 residents. (See [Table 71](#).)
- County agencies reported an average of 2.6 officers per 1,000 inhabitants. (See [Table 71](#).)
- Sworn officers accounted for 70.0 percent of all law enforcement personnel in the United States in 2017. (Based on [Table 74](#).)

### What you won't find on this page

Line-of-duty deaths of police officers. The annual UCR publication *Law Enforcement Officers Killed and Assaulted* contains extensive information on line-of-duty deaths (felonious and accidental) and assaults on local, college and university, state, tribal, and federal officers. The publication can be found at <https://ucr.fbi.gov>.

### Browse By

National Data  
Region  
State Totals  
County Agency  
City Agency  
Universities and Colleges  
State, Tribal, and Other  
Agencies  
Cities and Counties  
Grouped by Size (Population Group)  
Status (Sworn/Civilian)  
Gender

### Data Tables

Roll over table numbers for table files.  
[Table 70](#)  
[Table 71](#)  
[Table 72](#)  
[Table 73](#)  
[Table 74](#)  
[Table 75](#)  
[Table 76](#)  
[Table 77](#)  
[Table 78](#)  
[Table 79](#)  
[Table 80](#)  
[Table 81](#)



## Overview

### Table 71

#### **Full-time Law Enforcement Officers, by Region and Geographic Division by Population Group, Number and Rate per 1,000 Inhabitants, 2017**

- In 2017, the average number of full-time law enforcement officers in the nation's cities was 2.2 per 1,000 residents.
- Law enforcement agencies in cities in the Northeast had a rate of 2.7 full-time law enforcement officers per 1,000 inhabitants.
- In cities in the South, the rate of full-time law enforcement officers per 1,000 residents was 2.5.
- The rate of full-time law enforcement officers per 1,000 inhabitants was 2.1 in cities in the Midwest.
- Law enforcement agencies in cities in the West had a rate of 1.6 full-time law enforcement officers per 1,000 inhabitants.

**Table 71**

**Full-time Law Enforcement Officers**

by Region and Geographic Division by Population Group

Region/ge		Population Group							
		Group I (79 cities, 250,000 and over; populatio n 60,607,9 56)	Group II (198 cities, to 249,999; populatio n 29,257,4 03)	Group III (431 cities, 50,000 to 99,999; populatio n 30,031,3 31)	Group IV (775 cities, 25,000 to 49,999; populatio n 26,916,0 00)	Group V (1,609 cities, 10,000 to 24,999; populatio n 25,660,5 37)	Group VI (6,966 cities, under 10,000; populatio n 20,714,3 22)		
<b>TOTAL</b>		<b>Number of officers</b>	422,869	155,692	47,814	47,850	45,672	47,866	77,975
		<b>Average number of officers per 1,000 inhabitants</b>	2.2	2.6	1.6	1.6	1.7	1.9	3.8
<b>NORTHE</b>		<b>Number of officers</b>	119,962	48,868	7,188	13,201	15,436	15,893	19,376
		<b>Average number of officers per 1,000 inhabitants</b>	2.7	4.1	2.5	2.0	1.8	1.8	3.0
<b>NEW EN</b>		<b>Number of officers</b>	28,038	2,205	3,831	5,409	5,985	5,628	4,980
		<b>Average number of officers per 1,000 inhabitants</b>	2.2	3.2	2.6	2.0	1.8	1.8	2.9
<b>MIDDLI</b>		<b>Number of officers</b>	91,924	46,663	3,357	7,792	9,451	10,265	14,396
		<b>Average number of officers per 1,000 inhabitants</b>	2.8	4.1	2.4	2.0	1.8	1.8	3.1
<b>MIDWES</b>		<b>Number of officers</b>	82,591	28,201	6,130	10,896	10,069	11,343	15,952
		<b>Average number of officers per 1,000 inhabitants</b>	2.1	3.0	1.6	1.5	1.5	1.7	2.8
<b>EAST N</b>		<b>Number of officers</b>	55,403	22,440	3,127	7,232	7,554	6,862	8,188
		<b>Average number of officers per 1,000 inhabitants</b>	2.2	3.3	1.7	1.6	1.5	1.7	2.6
<b>WEST N</b>		<b>Number of officers</b>	27,188	5,761	3,003	3,664	2,515	4,481	7,764
		<b>Average number of officers per 1,000 inhabitants</b>	1.9	2.2	1.6	1.4	1.5	1.7	3.0
<b>SOUTH</b>		<b>Number of officers</b>	136,418	41,899	19,615	12,939	13,720	15,426	32,819
		<b>Average number of officers per 1,000 inhabitants</b>	2.5	2.3	1.9	1.9	2.0	2.3	5.2
<b>SOUTH</b>		<b>Number of officers</b>	69,076	17,795	11,099	7,477	7,407	7,857	17,441

FBI staffing data shows 2.8-1.7 per 1,000 people

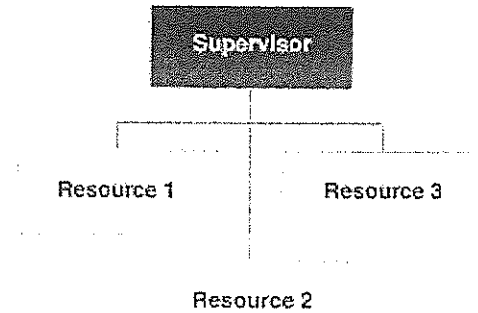
## Manageable Span of Control

Depending on your role within the Incident Command System (ICS) structure, you may be asked to manage the activities of others.

**Span of control** refers to the number of individuals or resources that one supervisor can manage effectively during an incident. The optimal span of control is one supervisor to five subordinates (1:5). However, effective incident management may require ratios significantly different from this. This ratio is a guideline--incident personnel should use their best judgement to determine the appropriate ratio for an incident.

If too much responsibility is given to the supervisor, the span of control may become unmanageable. A manageable span of control on incidents may actually vary depending upon the type of incident, nature of the task, hazards and safety factors, and distances between personnel and resources.

Maintaining a manageable span of control is particularly important at incidents where safety and accountability are a top priority.



Date: January 10, 2024

To: Board of Trustees

From: Jack Curtis, Supervisor

Re: Building Department Permit Fee Schedule

Dear Board Members:

Tim London, Building/Zoning Administrator, reviewed the existing Building Department Fees and he is recommending several fee adjustments.

Attached is:

- a Memo from Tim London;
- a Resolution to approve a new Building Department Fee Schedule; and
- the Building Department Fee Schedule with the proposed amendments highlighted

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

**I move to approve the Resolution to approve the Charter Township of Oxford Building Department Fee Schedule for Permits and Inspections as presented. Further, the Oxford Township Building Fee Schedule shall be effective January 15, 2024.**

To: Township Board Members

From: Tim London, Building/Zoning Administrator

RE: Building Department Permit Fee schedule.

Tonight, I present to you a new fee schedule, Oxford Township Building Departments fees were last updated in 2014 by a third-party company. The last few months I have been reviewing surrounding communities building application and permit fees, and have determined some of our fees are low or missing from our fee schedule. The areas highlighted in yellow are my proposed fee schedule for 2024. If approved I would ask for the new fees to become effective on January 15, 2024.

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

**CHARTER TOWNSHIP OF OXFORD BOARD OF TRUSTEES RESOLUTION TO  
APPROVE THE BUILDING DEPARTMENT FEE SCHEDULE  
FOR PERMITS AND INSPECTIONS**

**WHEREAS**, the Charter Township of Oxford (“Township”) requires the Building Department to conduct inspections and collect permit fees.

**WHEREAS**, the Building Department 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 Building Department:

**Oxford Township Building Fee Schedule**

**Application/Administrative Fee – Non Refundable**

**FEE**

New Single-Family Home	\$100
Residential Addition/Alteration	\$50
Residential Accessory Structures	\$50
New Commercial Buildings	\$200
Commercial Addition	\$100
Commercial Accessory Structure	\$100
Manufactured Homes	\$100
Demolition	\$100
Moving of Structures	\$50
Trade Permit (Electrical, Mechanical, and Plumbing)	\$50

**Building Code Compliance Review - Nonrefundable**

**FEE**

Building Plan Review Fee: Residential, Commercial, Industrial Trade Plan Review Fee: 0.0013 of project cost but not less than \$100.00  
 Electrical, Mechanical, and Plumbing 25% of Building plan review

\*The Building Official may waive plan review fees if deemed unnecessary for minor projects

Building permit fees when required are based on the project cost for all Residential, Commercial, and Industrial Projects. Materials and labor shall be included in the total costs.	
\$0.00 - \$1000.00	\$100.00
\$1000.01 - \$50,000.00	\$100.00 (Plus \$4.50 per thousand dollars or portion thereof in excess of \$1,000.00)
\$50,000.01 - \$500,000.00	\$400.00 (Plus \$4.50 per thousand dollars or portion thereof in excess of \$50,000.00)
\$500,000.01 - and up	\$1950.00 (Plus \$4.50 per thousand dollars or portion thereof in excess of \$500,000.00)

**Trade Permits Fee – Rough and Final Inspection Included in the Permit Fee****FEE**

## Residential: Single/multiple family (per single living unit)

0 – 1500 sq ft	\$195.00 per each trade
1501 – 3,000 sq ft	\$215.00 per each trade
3,001 and up	\$235.00 per each trade

## Commercial/Industrial

0-3,000 sq ft	\$270.00 per each trade
3,001 – 8,000 sq ft	\$370.00 per each trade
8,001 – 13,000 sq ft	\$470.00 per each trade
13,001 – 20,000 sq ft	\$570.00 per each trade
20,001 – and up	\$770.00 per each trade

**ADDITIONAL FEES FOR RES./ COMM./ IND.**

AC UNIT	\$60.00
BURGLAR ALARM	\$60.00
CAR CHARGER	\$60.00
DEMOLITION INSPECTION	\$60.00
DUCT WORK (Extension)	\$60.00
FACTORY BUILT FIREPLACE (PFP Permit)	\$100
FURNACE/ Boiler/ Woodstove (Additional or Replace)	\$60.00
GAS PIPING	\$60.00
GENERAL INSPECTION	\$60.00
GENERATOR	\$60.00
HOOD SYSTEM (Per Hood)	\$60.00
LAWN SPRINKLER	\$60.00
LP TANK	\$60.00
MOBILE HOME HOOKUP	\$60.00
REINSPECTION	\$60.00
SERVICE/ TEMPORARY SERVICE	\$60.00
SIGNS (Per Circuit)	\$60.00
SWIMMING POOL (Above or In Ground)	\$100
UNDERGROUND	\$100
WATER HEATER/ SOFTNER (Additional or Replace)	\$60.00
SEWER CONNECTION - TWP FEE (Excavator)	\$60.00
WATER CONNECTION - TWP FEE (Excavator)	\$60.00
LICENSE REGISTRATION	\$60.00
ADMIN FEE:	\$50.00

**Other Permits**

**FEE**

Change of Occupancy Permit	\$260.00 A zoning permit is required \$125.00
Demolition Permit	\$150.00 Includes 2 Inspections
Land Improvement Permit Application	\$120.00 Plus \$5.00 Mileage
<u>Mobile Home</u>	\$200.00 Includes 2 Inspections
Single Wide	\$250.00 Includes 2 Inspections
Double Wide	
Moving of Structure	\$350.00
<u>Pool</u>	
Above Ground	\$150.00 Includes 1 Inspection
Below Ground	\$200.00 Includes 2 Inspections
Sign: Permanent	
Wall	\$100 Includes 1 Inspection
Monument	\$150.00 Includes 2 Inspections
Temporary Signs	\$50.00
Sewer Permit	\$60.00 Includes 1 inspection
Water Permit	\$60.00 Includes 1 inspection
Zoning Permit	\$120.00 Plus \$5.00 Mileage
Grading Permit	\$120.00 Plus \$5.00 Mileage
Sewer Connection	\$6,000.00
Water Tap-in	\$6,075.00
Water Construction	\$100.00
Temporary Certificate of Occupancy	Fee is based on the estimated cost to complete the project but not less than \$500.00

**Inspection Fee** (Per inspection)                      \$60.00

**Mileage Fee** (Per Inspection)                      \$5.00

**Permit Renewal Fee** - A permit is valid 180 days from issuance or from the last inspection. If a permit is allowed to expire a \$50.00 reactivation fee will be due prior to the next inspection.

**Cancellation of a Permit** - No refund after 6 months from issuance. Cancellation of a permit will require a written request to cancel. Once the request has been reviewed and approved, all fees will be refunded except the application fee, plan review fee, 25% of the permit fee, and \$60.00 for each inspection.

**Outside Consultant Plan Review** - Where a plan review of construction documents is performed by an outside consultant, the review shall be charged at 1.25 times the outside consultant(s) actual cost.

**NOW THEREFORE BE IT FURTHER RESOLVED**, this Fee Schedule shall take effect on January 15, 2024.

**Moved:** \_\_\_\_\_

**Seconded:** \_\_\_\_\_

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_



### Oxford Township Building Fee Schedule

**Application/Administrative Fee - Non-refundable**

	Proposed Fee	Current Administrative Fee
New Single Family Home	\$100.00	\$40.00
Residential Addition/Alteration	\$50.00	
Residential Accessory Structures	\$50.00	
New Commercial Buildings	\$200.00	
Commercial Addition	\$100.00	
Commercial Accessory Structure	\$100.00	
Manufactured Homes	\$100.00	
Demolition	\$100.00	
Moving of Structures	\$50.00	
Trade Permit (Electrical, Mechanical, and Plumbing)	\$50.00	

**Building Code Compliance Review - Non-refundable**

Building Plan Review Fee: Residential, Commercial, Industrial 0.0013 of project cost but not less than \$100.00  
 Trade Plan Review Fee: Electrical, Mechanical, and Plumbing 25% of Building plan review  
 \*The Building Official may waive plan review fees if deemed unnecessary for minor projects

Building permit fees when required are based on the project cost for all Residential, Commercial, and Industrial Projects. Materials and labor shall be included in the total costs.

\$0.00 - \$1000.00	\$100.00
\$1000.01 - \$50,000.00	\$100.00 (Plus \$4.50 per thousand dollars or portion thereof in excess of \$1,000.00)
\$50,000.01 - \$500,000.00	\$400.00 (Plus \$4.50 per thousand dollars or portion thereof in excess of \$50,000.00)
\$500,000.01 - and up	\$1950.00 (Plus \$4.50 per thousand dollars or portion thereof in excess of \$500,000.00)

**Trade Permits Fee - Rough & Final Inspection Included in the permit fee**

Electrical, Mechanical, And Plumbing		
<b>Residential:</b> Single/multiple family ( Per single Living unit)	0 - 1500 Sq. Ft.	Increase of \$20.00 \$195.00 per each trade
	1501 - 3,000 Sq. Ft.	\$215.00 per each trade
	3001 - and up	\$235.00 per each trade
<b>Commercial/Industrial</b>	0 - 3000 Sq. Ft.	\$270.00 per each trade
	3001 - 8000 Sq. Ft.	\$370.00 per each trade
	8001 - 13,000 Sq. Ft.	\$470.00 per each trade
	13,001 - 20,000 Sq. Ft.	\$570.00 per each trade
	20,001 - and up	\$770.00 per each trade

Other Permits	Fee		
Change of Occupancy Permit	\$260.00	A zoning permit is required \$125.00	Current Fee
<b>Demolition Permit</b>	\$150.00	Includes 2 Inspections	\$100.00
<b>Land Improvement Permit</b> Application	\$120.00	Plus \$5.00 Mileage	
<b>Mobile Home</b> Single Wide	\$200.00	Includes 2 Inspections	
Double Wide	\$250.00	Includes 2 Inspections	
<b>Moving of Structure</b>	\$350.00		
<b>Pool</b> Above Ground	\$150.00	Includes 1 inspection	
Below Ground	\$200.00	Includes 2 Inspections	
Sign: Permanent Wall	100	Includes 1 inspection	
Monument	\$150.00	Includes 2 Inspections	New fee
Temporary Signs	\$50.00		New Fee
<b>Sewer Permit</b>	\$60.00	Includes 1 inspection	\$50
<b>Water Permit</b>	\$60.00	Includes 1 inspection	\$50
<b>Zoning Permit</b>	\$120.00	Plus \$5.00 Mileage	
<b>Grading Permit</b>	\$120.00	Plus \$5.00 Mileage	
<b>Sewer connection</b>	\$6,000.00		
<b>Water Tap-in</b>	\$6,075.00		
<b>Water Construction</b>	\$100.00		
<b>Temporary Certificate of Occupancy</b>	Fee is based on the estimated cost to complete the project but not less than \$500.00		
<b>Inspection Fee</b> (Per inspection)	\$60.00		\$50.00
<b>Mileage Fee</b> (Per Inspection)	\$5.00		
<b>Permit Renewal Fee</b> - A permit is valid 180 days from issuance or from the last inspection. If a permit is allowed to expire a \$50.00 reactivation fee will be due prior to the next inspection..			
<b>Cancellation of a permit</b> No refund after 6 months from issuance. Cancellation of a permit will require a written request to cancel. Once the request has been reviewed and approved, all fees will be refunded except the application fee, plan review fee, 25% of the permit fee, and \$60.00 for each inspection.			
<b>Outside Consultant Plan Review</b> Where a plan review of construction documents is performed by an outside consultant, the review shall be charged at 1.25 times the outside consultants actual cost.			

# CHARTER TOWNSHIP OF OXFORD

**Check Permit Type**

- Electrical**      Excavator
- Mechanical**     **Water**
- Plumbing**         **Sewer**

300 Dunlap Road  
Oxford, Michigan 48371  
248-628-9787 Fax 248-628-8139  
www.oxfordtownship.org

Date      /      /     

Permit #                     

<b>PROPERTY LOCATION</b>	
ADDRESS	_____
TAX ID #	_____
LOT #	_____
SUBDIVISION:	_____

<b>CURRENT PROPERTY OWNER</b>	
NAME	_____
ADDRESS	_____
CITY	_____ STATE _____
ZIP	_____ PHONE _____

**IS THIS A HOMEOWNER PERMIT?**     **YES**     **NO**

<b>CONTRACTOR INFORMATION</b>	
COMPANY NAME	_____
ADDRESS	_____
CITY	_____ STATE _____
ZIP	_____ PHONE _____
CONTACT	_____
EMAIL	_____

<b>LICENSE INFORMATION</b>	
LICENSE #	_____
CERTIFICATION TYPE	_____
MESC #	_____
FED ID #	_____
INSURANCE COMPANY	_____
POLICY #	_____ EXPIRES <u>    </u> / <u>    </u> / <u>    </u>

\* \* \* \* \* *Please circle all appropriate fees* \* \* \* \* \*

**SINGLE FAMILY RESIDENTIAL**

0 TO 1500 SQ. FT.	<u>\$195.00</u>
1501 TO 3000 SQ. FT.	<u>\$215.00</u>
3001 SQ FT AND OVER	<u>\$235.00</u>

**ADDITIONAL FEES FOR RES./ COMM./ IND.**

AC UNIT	<u>\$60.00</u>
BURGLAR ALARM	<u>\$60.00</u>
CAR CHARGER	<u>\$60.00</u>
DEMOLITION INSPECTION	<u>\$60.00</u>
DUCT WORK (Extension)	<u>\$60.00</u>
FACTORY BUILT FIREPLACE (PFP Permit)	<u>\$100.00</u>
FURNACE / Boiler / Woodstove (Additional or Replace)	<u>\$60.00</u>
GAS PIPING	<u>\$60.00</u>
GENERAL INSPECTION	<u>\$60.00</u>
GENERATOR	<u>\$60.00</u>
HOOD SYSTEM (Per Hood)	<u>\$60.00</u>
LAWN SPRINKLER	<u>\$60.00</u>
LP TANK	<u>\$60.00</u>
MOBILE HOME HOOKUP	<u>\$60.00</u>
REINSPECTION	<u>\$60.00</u>
SERVICE / TEMPORARY SERVICE	<u>\$60.00</u>
SIGNS (Per Circuit)	<u>\$100.00</u>
SWIMMING POOL (Above or In Ground)	<u>\$100.00</u>
UNDERGROUND	<u>\$60.00</u>
WATER HEATER / SOFTNER (Additional or Replace)	<u>\$60.00</u>
SEWER CONNECTION - TWP FEE (Excavator)	<u>\$60.00</u>
WATER CONNECTION - TWP FEE (Excavator)	<u>\$60.00</u>
<b>LICENSE REGISTRATION</b>	<b><u>\$15.00</u></b>

**NUMBER OF INSPECTIONS REQUIRED** \_\_\_\_\_ x \$5.00 \*  
(\* Mileage cost per inspection)

**COMMERCIAL/INDUSTRIAL**

0 TO 3000 SQ. FT.	<u>\$270.00</u>
3001 TO 8000 SQ. FT.	<u>\$370.00</u>
8001 TO 13000 SQ. FT.	<u>\$470.00</u>
13001 TO 20000 SQ. FT.	<u>\$570.00</u>
20001 AND OVER	<u>\$770.00</u>

<b>FIRE ALARM SYSTEMS (COMM./ IND. ONLY)</b>	
PULL STATION/BOX	_____ @ _____
SIGNAL DEVICE	_____ @ _____
MASTER PANEL	_____ @ _____

<b>FIRE SUPPRESSION SYSTEM (COMM./ IND. ONLY)</b>	
# OF HEADS	_____ @ _____
UNDERGROUND	_____

<b>NOTES:</b>

<b>ADMIN. FEE:</b>	<b><u>\$ 50.00</u></b>
<b>PERMIT FEE:</b>	\$ _____
<b>REGISTER LICENSE</b>	\$ _____
<b>MILEAGE CHARGE</b>	\$ _____
<b>TOTAL:</b>	\$ _____

Section 23a of the State of Michigan Construction Code Act of 1972, 1972 PA 230, MCL 125.1523A, prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential building or a residential structure. Violators are subject to civil fines.

**Applicants Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Inspections are done on Tuesdays, Wednesdays, and Thursdays between 9AM - 6PM. You MUST call in by 3PM the day before the desired inspection date. Make sure to have your permit number, type of inspection requested, job address and lock box or access information available. All inspections rejected are subject to a \$50.00 re-inspection fee.

Date: January 10, 2024

To: Board of Trustees

From: Jonathan Nold, Trustee

Re: Schedule First Reading for Sign Ordinance

Dear Board Members:

The Ordinance Review Committee, with the assistance of Megan Masson-Minock and Matteo Passalaqua from Carlisle-Wortman Associates have been working on an updated Sign Ordinance.

Attached is a summary letter from Megan Masson-Minock and a draft copy of the proposed Sign Ordinance.

Also, Megan Masson-Minock is scheduled to present a short Power Point presentation regarding the proposed Sign Ordinance. The proposed Power Point slides are attached.

If the Township Board is in favor to move forward, the following motion is offered for consideration:

**I move to set a First Reading of Sign Ordinance  
85.A.001 for the February 14, 2024 Oxford Township  
Board of Trustees Meeting.**



**Carlisle | Wortman**  
ASSOCIATES, INC.

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

---

**TO:** Charter Township of Board of Trustees

**FROM:** Megan A. Masson-Minock, AICP, Principal & Matteo Passalaqua, Community Planner

**DATE:** January 4, 2024

**RE:** Proposed Sign Ordinance – Public Hearing

The Ordinance Review Committee (ORC) has worked with the Township Attorney and our firm to update the Township's sign regulations, currently Article 9 of the Township Zoning Ordinance. The current sign standards in the Zoning Ordinance are not consistent with the U.S. Supreme Court case *Reed v. Town of Gilbert*, which rendered content-based restrictions unconstitutional. Under that decision, signs may only be regulated based on location, land use, size and construction, not content. The major policy changes by section of the recommended Sign Ordinance are at the end of this memo.

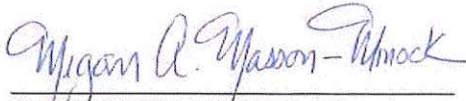
A public hearing was held at the Planning Commission meeting on December 14, 2023. After the public hearing, the Planning Commission recommended the draft Sign Ordinance without changes.

The Township staff and consultants have reviewed the draft Sign Ordinance and asked that the following changes be made to the proposed draft:

- On page 20, Building Official Tim London has asked that the duration of an interim sign where there is ongoing construction be changed to a permit from the start of construction to the end of construction, renewed annually.
- Planning & Zoning Executive Assistant Cheryl Lotan asked for the following to be corrected:
  - "Section 5 – Signs Overlay Districts" on page 16 be changed to "Section 6 – Signs Overlay Districts"
  - Each instance of "exception in Section 5.B.6" in the tables on pages 18 and 19 be changed to "exception in Section 6.B.6"
  - "EMSEMS Sign Signs" on page 26 be changed to "EMS Signs"
- CWA requests that the formatting and text on pages 26-27 be changed so that "EMS signs" referred to in item B be changed to "EMS Billboard signs."

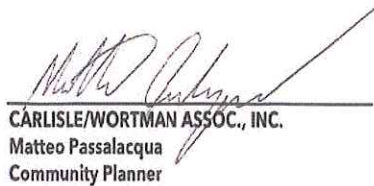
The next steps would be for the Board of Trustees to hold a first reading of the proposed sign ordinance and direct staff and consultants on needed changes, including those detailed in this memo. Please do not hesitate to reach out to us with any questions.

Sincerely,



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



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

## Major Changes by Section For Oxford Township Sign Ordinance

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- Section 1 – Purpose (pgs. 1-4): This section has been updated based on case law and best practices.
- Illumination Standards (pgs. 11-12): These regulations have been updated account for use of LED lighting.
- Regulation of Sign Districts (pg. 16): The following sign districts are proposed:
  - *South Lapeer Road (SLR)*. This district encompasses the area along Lapeer Road from the intersection of Teelin Drive north to the boundary with the Village of Oxford.
  - *Middle Lapeer Road (MLR)*. This district encompasses the area along Lapeer Road from the northern boundary of the Village of Oxford north to the intersection of Dunlap Road.
  - *North Lapeer Road (NLR)*. This district encompasses the area along Lapeer Road from the intersection of Dunlap Road north to the boundary with Metamora Township.
  - *Industrial (IND)*. This district encompasses the remainder of the Township which is zoned for industrial use.
  - *Recreation, Public and Quasi-Public (RPQ)*. This district encompasses the remainder of the Township which is zoned for recreation, public and quasi-public uses.
  - *Residential/Agricultural (RES/AG)*. This district encompasses the remainder of the Township which is zoned for residential or agricultural use in the following zoning districts: AG, SF1, SF-2, SF-3, R-1A, R-1, R-2, R-3, RM, and MHC.
- Electronic Message Signs (pgs. 23-24): Additional regulations on the brightness and manner and time frame for electronic copy changes are proposed , as well as a ban of animation or moving copy.
- Billboards (pgs. 25-27): The following changes are proposed:
  - Billboards are proposed to be allowed in the South Lapeer Road Sign District and Industrial zoning districts. The allowance of billboards in the South Lapeer Road Sign District is a change since billboards are currently allowed solely in the I-1 and I-2 zoning districts. The change is proposed because billboards exist along this portion of Lapeer Road.
  - The number of allowed billboards is proposed to be capped at 25 (the current number in the Township) instead of the current cap of 7 billboards. All other restrictions in terms of spacing, maximum height, and maximum copy area are not proposed to change.
  - Electronic Message Billboard signs are proposed to be allowed. Currently, they are not allowed in Oxford Township.

## Major Changes by Section For Oxford Township Sign Ordinance

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- It is proposed that the Township Board may allow the conversion of a nonconforming billboard in terms of height and area under the following circumstances: the property on which the billboard sits is not adjacent to a residential zoning district or use, the nearest edge of the proposed EMS sign is at least 50 feet from the curb on of the road, and the "continued operation of the non-conforming billboard poses a health, safety, and welfare hazard to the general public." This item was added by the Attorney and consultants after discussion with Township staff and officials in regards to specific billboards in the Township that are hazardous.

# DRAFT SIGN ORDINANCE

## Section 1- Purpose.

- A. The intent of this Ordinance is to regulate the location, size, construction, and manner of display of signs and outdoor advertising in order to minimize their harmful effects on public health, safety and welfare. While this Ordinance recognizes that signs and outdoor advertising are necessary to satisfy the needs of sign users for adequate identification and communication, failure to regulate them may lead to poor identification of individual businesses, deterioration and blight of the business and residential areas of the Township, conflicts between different types of land use, reduction in traffic safety to pedestrians and motorists, and other impacts that are contrary to the purposes, intent, and interests identified in this section.
  
- B. The following municipal interests are considered by the Township to be compelling government interests. Each interest is intended to be achieved under this Ordinance in a manner that represents the least restrictive means of accomplishing the stated interest, and in all events is intended to promote an important government interest that would not be effectively achieved absent the regulations in this Ordinance. Regulating the location, size, construction, and manner of display of signage in the most narrowly tailored manner represents the least restrictive means of addressing the targeted government interests of avoiding unsafe and nuisance-like conditions while maintaining and improving pedestrian and vehicular safety and efficiency; character and quality of life; economic development and property values; property identification for emergency response and wayfinding purposes; and unique character of areas of the Township.
  - 1. **Public Safety.** Maintaining pedestrian and vehicular safety are predominant and compelling government interests throughout the Township, with particular emphasis on the safety of pedestrians. The safety path and sidewalk network provide facilities for pedestrians situated between vehicular roads and private properties throughout the Township in areas of the Township without sidewalks or safety paths, pedestrians typically travel along the edge of the roadways.

Since most signage on the private properties is intended and designed to attract the attention of operators of motor vehicles, thereby creating distractions that can jeopardize traffic and pedestrian safety, this ordinance is intended to regulate signs so as to reduce such distractions and, in turn, reduce the risk of crashes, property damage, injuries, and fatalities, particularly considering the rate of speed at which the vehicles are traveling in the districts identified in this article.

This Ordinance is also intended to protect public safety by requiring signs that are poorly maintained and/or structurally unsafe to be repaired or removed to protect against fallen signs or deteriorating sign debris from entering improved

roadways, sidewalks and safety paths and causing dangerous conditions for vehicular traffic and pedestrians.

- a. The Township encourages signage that will inform motorists and pedestrians of their desired destinations without conflicting with other structures and improvements. These interests are legitimately supported by limiting the maximum size of signage, providing setbacks, and specifying minimum-sized characters for efficient perception by motorists and pedestrians, while minimizing distractions that could put pedestrians at risk.
- b. In some circumstances, adjusting the size, setback, and other regulations applicable to signage may be important to avoid confusion and promote clarity where vehicular speeds vary on commercial/business thoroughfares.
- c. In multi-tenant buildings and centers, it is compelling and important to provide distinct treatment with a gradation of regulation for individual identification depending on base sign size, amount of road frontage, and the like, all intending to provide clarity to alleviate confusion and thus additional traffic maneuvers, provide a minimum size of characters to allow identification, and maintain maximum-sized overall signage to prevent line-of-sight issues.
- d. Maximum size and minimum setback of signage is compelling and important to maintain clear views for both traffic and pedestrian purposes.

**2. Character and Quality of Life.** Achieving and maintaining attractive, orderly, and desirable places to conduct business, celebrate civic events, entertain people, and provide for housing opportunities is directly related to the stability of property values needed to provide and finance quality public services and facilities within the Township. This Ordinance intends to allow signs that are of sufficient, but not excessive, size to perform their intended function as necessary to provide and maintain the Township's character and support neighborhood stability. Signs that contribute to the visual clutter, contribute to the potential conflict between vehicular and pedestrian traffic, and distract from scenic resources and views, will be prohibited in efforts to preserve the character, aesthetic qualities and unique experience within the Township. It is also the intent of this Ordinance that signs will reflect the character of unique districts as may be established by the Township's Master Plan, other adopted plans, the Zoning Ordinance, or this Ordinance.

**3. Economic Development and Property Values.** The establishment of the restrictions in this Ordinance has a direct relationship to creating stability and predictability, allowing each private interest to secure reasonable exposure of signage, and thus promoting business success. The application of the restrictions in this Ordinance allows businesses to reasonably command attention to the content and substance of their messages while concurrently allowing the promotion of other visual assets, including (without limitation) landscaping and architecture, all of which contribute to economic development and property value enhancement.

- 4. Avoidance of Nuisance-Like Conditions.** Due to the concentration of people and activities, there is a potential for, and it is a compelling interest to avoid, blight, physical clutter, and visual clutter in the Township. The result of these conditions leads to diminished property values, reduced attractiveness of the community, and reduced quality of life within the districts. Minimum regulations that substantially relate to signage are important and necessary for the maintenance and well-being of positive conditions, good character and quality of life in the Township. Ultimately, these regulations are compelling and important for the protection of all police power values.
- a. An excessive number of signs in one location creates visual blight and clutter, as well as confusion of the public. Thus, limiting the number of signs on properties, establishing setbacks from property lines, and requiring reasonable spacing between signs are compelling interests that can be directed with minimum regulation.
  - b. Signs that are too large can lead to confusion, undermine the purposes of the signs, and ultimately lead to physical and visual clutter. Establishing maximum sizes can be the subject of clear and effective regulations that address this compelling and important interest.
  - c. Requiring maintenance specifications for signs can minimize the creation of blight and clutter due to the deterioration of signs that are not durable or otherwise well-constructed, and such regulations would be consistent with construction codes for other structures.
  - d. There is a compelling governmental interest that signs avoid glare, light trespass, safety, and skyglow. The selection of proper fixture type(s) and location, use of supportive lighting technology, and control of light levels in a reasonable fashion is consistent with regulations that are narrowly tailored to achieve the Township's interests.
- 5. Property Identification for Emergency Response and Wayfinding Purposes.** Locating a business or residence by police, fire, and other emergency responders can be a matter of life and death, and thus it is a compelling interest to ensure that proper, understandable, unambiguous, and coordinated signage be permitted and required, and specifications for such purposes can be accomplished in a simple and narrow manner. Wayfinding for vehicular and pedestrian purposes is also a compelling interest to avoid confusion in public rights-of-way, and unnecessary intrusions on private property. Sign specifications for such wayfinding can be coordinated with property identification for such emergency and other purposes.

6. **Maintaining Unique Character of Areas of the Township.** Acknowledge the unique character of certain areas and districts, and establish special time, place and manner regulations that reflect the unique aesthetic, historical, and/or cultural characteristics of these areas/districts.
7. **Protection of the Right to Receive and Convey Messages.** The important governmental interests and regulations contained in this Ordinance are not intended to target the content of messages to be displayed on signs, but instead seek to achieve *non-speech* objectives. In no respect do the regulations of signage prohibit a property owner or occupant from an effective means of conveying the desired message. Nothing in this Ordinance is intended to prohibit the right to convey and receive messages, specifically noncommercial messages such as religious, political, economic, social, philosophical or other types of speech protected by the First Amendment of the United States Constitution.

## Section 2 - Definitions

Whenever used in this Ordinance, the following words and phrases shall have the meaning ascribed to them in this Section:

*Awning.* A shelter projecting from, and supported entirely by, the exterior wall of a building, constructed of non-rigid materials on a supporting framework.

*Awning Sign.* (See *Canopy Sign*). A sign which is printed or otherwise affixed to an awning which may be rolled or folded up against the wall to which it is attached.

*Balloon Sign.* Any air or gas-filled object used as a temporary sign.

*Banner Sign.* Temporary signs produced on cloth, paper, fabric or other natural or synthetic material of any kind, with or without frames. National, state or municipal flags or the official flag of any institution or business shall not be considered banners.

*Billboard.* Any sign which contains a message unrelated to or not advertising a business transacted or goods sold or produced on the premises on which the sign is located and is regulated in accordance with regulations governed by the Highway Advertising Act, P.A. 106 of 1972 as amended.

*Blade Sign.* A temporary sign with a support pole securely anchored into the ground, made of fabric, over the support pole.

*Canopy.* A rigid multi-sided structure covered with opaque fabric, metal or other opaque material and supported by a building at one or more points or extremities.

*Canopy Sign (See Awning Sign).* Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

*Center Identification Sign.* A ground sign at the entry to a non-residential center containing more than one (1) business establishment, whether or not under single ownership or management.

*Change of Copy.* The replacement of the face of the sign with another on a Sign. Change of copy shall not include modifications to the sign structure or frame, nor shall it include alterations of sign size.

*Changeable Copy Sign.* A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged without altering the structural integrity of the sign.

*Flag.* Any fabric, banner, or bunting containing distinctive colors, patterns, or symbols, used as a symbol of a government, political subdivision, corporation, or other entity.

*Electronic Message Sign (EMS).* A sign or portion of a sign, that displays an electronic image or video, which may or may not include text, introducing any sign or portion of a sign that uses changing lights or similar forms of electronic display such as LED to form a sign message with text and or images wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. This definition includes without limitation television screens, plasma screens, digital screens, flat screens, LED displays, video boards, and holographic displays. The following additional definitions shall apply to an EMS:

*Display Time:* The amount of time a message and/or graphic is displayed on an Electronic Message Sign.

*Dissolve:* A mode of messaging transition on an Electronic Message Sign accomplished by varying the light intensity or pattern, in which the first message gradually appears to dissipate and lose legibility with the gradual appearance and legibility of the second message.

*Dynamic Frame Effect:* An Electronic Message Sign frame effect in which the illusion of motion and/or animation is used.

*Fade:* A mode of message transition on an Electronic Message Sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

*Frame:* A complete, static display screen on an Electronic Message Sign.

*Frame Effect:* A visual effect on an Electronic Message Sign applied to a single frame. See also Dynamic Frame Effect.

*LED:* Light emitting diode.

*Scroll:* A mode of message transition on an Electronic Message Sign in which the message appears to move vertically across the display surface.

*Transition:* A visual effect used on an Electronic Message Sign to change from one message to another.

*Travel:* A mode of message transition on an Electronic Message Sign in which the message appears to move horizontally across the display surface.

*Façade Area.* The wall space (of lease area) of a building measured from grade to the point where the wall and the roof meet. The façade area shall include all window and door areas contained within.

*Facing of Surface.* The areas of the sign upon, against, or through which the message is displaced or illuminated.

*Foot-candle.* A common unit of illumination measurement (equal to 1 lumen per square foot) in the lighting industry used to calculate lighting levels.

*Frontage.* The length of the street right-of-way line on a zoning lot, which is the same as the front lot line or side street lot line as defined in the Zoning Ordinance.

*Freestanding Or Ground Sign.* A sign supported directly by the ground or with support provided by uprights, braces, pylons or poles anchored in the ground that are independent from any building or other structure.

*Illuminance.* The amount of light falling upon a real or imaginary surface, commonly called "light level" or "illumination". Measured in foot candles (lumens/square foot).

*Illuminated Sign.* A sign illuminated in any manner by an artificial light source.

*Integral Sign.* A sign that is an integral part of the structure. The sign is often carved into stone, concrete or similar material or made of bronze, aluminum or other permanent type construction. The integral sign may contain the name of the building, date of erection, or take the form of a monumental citation or commemorative tablet.

*Interim Sign.* A sign of a construction and attachment that is semi-permanent in nature.

*Marquee.* Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

*Marquee Sign.* Any sign attached to, in any manner, or made a part of a marquee.

*Monolith Sign.* A three-dimensional, self-supporting, base-mounted, freestanding sign, consisting of two (2) or more sides extending up from the base, and upon which a

message is painted or posted. A monolith sign may also consist of a base-mounted cylindrical structure upon which a message is painted or posted.

*Neon Sign.* A sign consisting of visible glass tubing, filled with neon gas, which glows when electric current is sent through it.

*Non-Conforming Sign.* Signs which are prohibited under the terms of this Ordinance but were in use and lawful prior to the enactment of this Ordinance, or subsequent amendment thereof that enacted the prohibition.

*Non-Residential Property.* A property where a non-residential use, as defined by the Oxford Township Zoning Ordinance, is present.

*Pennant Sign.* A sign or display consisting of long, narrow, usually triangular flags of lightweight plastic, fabric, or other materials, that may or may not contain a message, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

*Permanent Sign:* Any sign constructed and intended to be displayed for an indefinite, long-term period of time.

*Pole or Pylon.* A type of support for a sign which has its base anchored in the ground and with a specified clear space between the bottom of the face of the sign and the established grade.

*Portable Sign.* A temporary sign which is not permanently affixed to a building face or to a pole, pylon, or other support that is permanently anchored in the ground. A portable sign is capable of being moved from one location to another. Portable signs include but are not limited to: signs designed to be transported by means of wheels; signs converted to A- or T- frames; menu and sandwich board signs; balloons used as signs; and vehicle signs.

*Projecting Sign.* Any sign affixed to a building or wall in such a manner that its leading edge extends beyond the surface of the building or wall and the horizontal sign surface is not parallel to the building wall.

*Residential Property.* Property zoned for single-family, multiple family use as identified in the Oxford Township Zoning Ordinance.

*Roof Sign.* Any sign erected and constructed wholly on and over the roof of a building and supported by the roof structure.

*Sandwich Sign.* A temporary, portable sign consisting of two advertising boards laid back-to-back and at least partially supported by each other.

*Sign.* A structure, wall or other object which is affixed to, or painted, or otherwise located or set upon or in a building, structure or piece of land which displays a message, and which is visible from any public street, sidewalk, alley, park, or public property. The term includes interior and exterior signs but not signs primarily directed at persons within the

premises of the sign owners. The term does not include goods displayed in a business window.

*Street Furniture Sign.* A sign structure which by its design invites, entices, encourages or makes itself convenient or available to use by the general public for something more than mere visual attraction to its message. Street furniture signs include but are not limited to signage on benches and on table umbrellas used for outdoor, cafe-style dining.

*Suspended Sign.* A sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

*Temporary Sign.* A sign which is used only temporarily. Temporary signs are not permanently mounted. For purposes of this ordinance, temporary signs shall include balloon, banner, and portable signs.

*Trivision Sign.* A sign or sign structure that uses mechanical means to display more than one (1) message in sequence.

*Wall Sign.* A sign fastened to or painted on the wall area of a building or structure that is confined within the limits of the wall with the exposed face of the sign in a plane approximately parallel to the plane of such wall.

*Window Sign.* Any sign that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

*Yard, Front.* A required front yard is an open space extending the full width of a lot and of a uniform depth (setback) measured horizontally at right angles to the front lot line and unoccupied from the ground upward.

*Yard, Rear.* A required rear yard is an open space extending the full width of a lot and of a uniform depth (setback) measured horizontally at right angles to the rear lot line and unoccupied from the ground upward.

### **Section 3 – General Standards**

**A. Applicability.** The regulations set forth herein shall apply to all signs that are erected within the Township, whether or not a permit is required.

**B. Safety.** All signs shall meet the following requirements:

1. All signs shall be erected and maintained in compliance with all applicable state construction codes, and other applicable ordinances governing construction within the Township. In the event of conflict between this Ordinance and other laws, the most restrictive shall govern.

All signs shall be placed so as to not interfere with the visibility or effectiveness of any official traffic sign or signal; driver vision at any

access point or intersection; or, pedestrian movement on any public sidewalk or safety path. No signs shall be erected or maintained which imitate, or may be confused with or construed as, an official traffic sign, signal or device, in size, color, lettering, or design any traffic sign or signal or other word, phrase, symbol, or character in such manner as to interfere with, mislead, confuse or create a visual impediment or safety hazard to pedestrian or vehicular traffic.

2. No sign shall be established or maintained on any parcel that will cause a traffic hazard by obstructing the view of drivers. All signs shall be installed in accordance with the requirements for intersection visibility under Section 8.2 of the Oxford Township Zoning Ordinance. Signage must also comply with the requirements of the Road Commission for Oakland County. No sign shall be located within, project into or overhang a public right-of-way, except as otherwise permitted herein.
3. No sign shall be erected, relocated or maintained so as to obstruct firefighting or prevent free access to any door, window, or fire escape.
4. Within all non-residential zoning districts, the street address shall be displayed either on the building or premises in a manner that is observable to public safety services from the street or road to which the address refers. Up to four (4) square feet of the area devoted to the street address shall not be included in allowable sign area.

**C. Location.** The location of all signs in all sign districts are subject to the following regulations:

1. No sign shall be located within, project into or overhang a public right-of-way, except as otherwise permitted herein.
2. All signs shall comply with the setback requirements for this district they are located in, except as otherwise permitted herein, and provided that no freestanding sign is located closer than fifteen (15) feet from any lot line.
3. No sign shall be established or maintained on any parcel that will cause a traffic hazard by obstructing the view of drivers. All signs shall be installed in accordance with the requirements for intersection visibility under Section 8.2 of the Zoning Ordinance of the Charter Township of Oxford. Signage must also comply with the requirements of the Road Commission for Oakland County.

**D. Sign Area.** The area of a sign is the entire area within a rectangle or square enclosing the extreme limits of the sign structure, regardless of the shape of the structure; excluding the necessary supports or uprights on which such sign is placed, with the following exceptions:

1. Where a sign has two or more faces, the area of all faces shall be

included in determining the sign area, except that where two such faces are placed back to back and are at no point more than two feet from one another, the area of the sign shall be taken as either:

- a. the area of one face, if the two faces are of equal area, or
  - b. the area of the larger face, if the two faces are of unequal area.
2. For ground signs, the area shall include the entire area of the sign upon which copy, lettering, drawings or photographs could be placed, excluding necessary uprights or supports.
  3. The area of a cylindrical ground sign shall be computed by multiplying the circumference of the cylinder by its height.

**E. Height Measurement.** The height of a sign shall be measured along a straight vertical line from the average grade beneath the sign to the highest point of the sign or supporting structure.

**F. Setback and Distance Measurements.** The following guidelines shall be used to determine compliance with setback and distance measurements:

1. The distance between two signs shall be measured along a straight horizontal line that represents the shortest distance between the two signs.
2. The distance between a sign and a parking lot or building shall be measured along a straight horizontal line that represents the shortest distance between the outer edge of the parking lot or building.
3. The distance between a sign and a building or property line shall be measured along a straight horizontal line that represents the shortest distance between the sign and the building.

**G. Architectural Compatibility.** Signs shall be designed and constructed to be consistent with the architectural design of the building they identify, as determined by the Zoning Official in consideration of the following criteria:

1. Consistency of proposed construction materials to those of the identified building.
2. Consistency of proposed color scheme to that of the identified building.
3. Incorporation of architectural details or other embellishment found on the identified building.

**H. Framework.** All signs shall be designed so that the supporting framework, other than the supporting poles on a freestanding sign, is contained within or behind the face of the sign or within the building to which it is attached so as to be totally

screened from view. For pole signs or freestanding signs, the supporting poles or framework must be skirted or encased in a manner that is architectural compatible with the sign itself.

**I. Illumination.** All signs which have illumination must meet the following standards:

1. **General Requirements.** If illumination is proposed, signs shall be illuminated only by steady, stationary, shielded electrical light sources directed solely at the sign, or internal to it. All external lighting fixtures used to illuminate a sign shall be shielded to direct light towards the sign.
2. **Traffic Hazards.** Sign illumination that could distract or compel motorists to suddenly change direction, speed, or stop, or otherwise create a traffic hazard shall be prohibited.
3. The illumination of all signs, including EMS, shall not exceed 0.3 footcandles above ambient light levels based upon illumination measurement criteria set forth in Table 3A and the following sub-section item 4.

<b>Table 3A</b>	
<b>Sign Area Versus Light Measurement Distance</b>	
Area of Sign Sq. ft.	Light Measurement Distance (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71

\*For signs with an area in square feet other than those specifically listed in this table (e.g., 12 sq. Ft., 400 sq. Ft., etc.), the measurement distance may be calculated with the following formula: Measurement Distance =  $\sqrt{\text{Area of Sign Sq. Ft. X 100}}$

4. **EMS Illumination Measurement Criteria.** The illuminance of a sign shall be measured with an illuminance meter set to measure footcandles accurate to at least two decimals. Illuminance of an EMS shall be measured with the EMS off, and again with the EMS displaying a white image for a full color-capable EMS, or a solid message for a single-color EMS. All measurements shall be taken as close as practical to a perpendicular plane of the sign at the distance determined by the total square footage of

the sign as set forth in Table 3A Sign Area versus Light Measurement Distance

#### **Section 4 - Prohibited Signs**

Unless otherwise permitted by this Ordinance, by variance or by legal non-conforming status as provided in this Ordinance, the following signs shall not be permitted:

- A.** Any sign that is not specifically permitted by this Ordinance.
- B.** Signs which incorporate in any manner or are illuminated by any flashing or moving lights, or where any illumination can shine directly into the eyes of any occupant of any vehicle traveling upon any highway, driveway or parking area, or into any window of any residence within 200 feet, or where the illumination interferes with the visibility or readability of any traffic sign or device.
- C.** Signs that are located in, project into, or overhang any public right-of-way or dedicated public easement, except as allowed by the Township, County, State or Federal government.
- D.** Any sign or sign structure which, in terms of applicable building or electrical codes, is structurally or electrically unsafe, or which blocks a fire escape or a door, window or other opening that could be used for fire escape.
- E.** Any sign which has any visible moving parts, visible revolving parts, visible mechanical movement of any description, or other apparent visible movement achieved by electrical, electronic, or mechanical means, including intermittent electrical pulsations, or by action of normal wind current, except for flags and electronic message signs as provided in this Ordinance.
- F.** Exterior pennants, strings of flags, spinners and streamers. .
- G.** Blade signs.
- H.** Changeable copy signs.
- I.** Exterior string lights used in connection with a commercial lot, other than decorations used from the day after Thanksgiving through the following January 15th. String lights are also permitted in the vicinity of restaurant outdoor patios, approved by the Township.
- J.** Flashing signs with moving or blinking lights.
- K.** A rotating search light or similar device which emits beams of light.

- L. Signs which incorporate any open spark or flame unless specifically approved by the Building Department.
- M. Roof signs or any sign which projects more than one foot above the roof line.
- N. Monolith signs.
- O. Backlit awnings, especially those made of translucent fabric or material.
- P. Unlawful motor vehicle signs. It shall be unlawful to park, place, or store a vehicle or trailer on which there is a motor vehicle sign on private property where an on-premises ground or wall sign is located if:
  - 1. The motor vehicle sign is attached to a vehicle or trailer that is unregistered or not operable;
  - 2. The motor vehicle sign is larger in any dimension than or extends beyond any surface of the vehicle or trailer to which it is attached;
  - 3. The motor vehicle sign is attached to a vehicle or trailer that is parked or stored in a public right-of-way or an area not designed, designated, or commonly used for parking;
  - 4. The motor vehicle sign is attached to a vehicle or trailer that is regularly parked or stored in a "front yard" or "side yard," as such terms are defined by this Ordinance, that abuts a street, when there are other areas of the property designed, designated, or available for the parking or storage of the vehicle or trailer that are not visible from the street or do not abut streets; or
  - 5. The motor vehicle sign is attached to a vehicle or trailer that is regularly parked or stored within fifty (50) feet of a street, when there are other areas of the property designed, designated, or available for the parking or storage of the vehicle or trailer that are more distant from the street or not visible from the street.
  - 6. The foregoing prohibition shall not apply if:
    - a. The vehicle is temporarily parked in a particular location in the course of conducting personal activities or business activities that involve the loading or unloading of goods for customers, providing services to off-site customers, conducting off-site business, or engaging in work breaks;
    - b. The activities above are being actively undertaken during the period of such parking;

- c. The activities above require the presence of the vehicle for purposes of transporting equipment, people, supplies and/or goods necessary for carrying out such activities; and
  - d. The activities above are not, other than incidentally, related to advertising, identifying, displaying, directing, or attracting attention to an object, person, institution, organization, business, product, service, event or location.
- Q. Street furniture signs with the exception of signage on table umbrellas used for outdoor cafe-style dining.
  - R. Signs which are attached to utility poles, trees, fences, rocks or in an unauthorized manner to walls or other signs.
  - S. Signs on public or private towers.
  - T. Any sign or other structure containing or conveying any obscene, indecent or pornographic material
  - U. Any sign which obstructs free ingress or egress from a required door, window, fire escape, or other required exit way.
  - V. Any sign structure or frame that no longer contains a sign.
  - W. Signs erected on either public or private property without the consent of the owner or occupant thereof.
  - X. Any sign unlawfully installed, erected, or maintained.

#### **Section 5 - Signs Allowed without a Permit**

The following signs are allowed to be erected or maintained without a permit, provided they comply with the following regulations and all applicable ordinances, laws, and regulations, including the construction standards of this Ordinance.

- A. Signs mounted to a wall, mailbox or lamppost not exceeding two (2) square feet in size, located on single family residential structures only.
- B. **Directional Signs.** Directional signs are signs erected for the sole and express purpose of directing traffic flow on private property. Directional signs shall not exceed four (4) square feet in area and four (4) feet in height. Directional signs may be illuminated subject to the requirements set forth in Section 3.I.
- C. **Flags.** Insignia of any nation, state, government, community organization, corporation, college or university, respectfully displayed, provided that no

more than five (5) flags representing the same entity exist on a property, and further that no flag be located in or fly over a public right-of-way.

- D. Historical Marker.** Plaques or signs describing state or national designation as an historic site or structure and/or containing narrative, not exceeding twelve (12) square feet in area.
- E. Incidental Signs.** Signs bearing non-commercial messages that have a purpose secondary to the use of the lot on which they are located, such as those designating the location of public telephones, restrooms, restrictions on smoking and restrictions on building entrances, provided that no such signs exceed two (2) square feet in area.
- F. Integral Signs.** Integral signs not exceeding six (6) square feet in area.
- G. Menu Board.** For drive through food service establishments, signs containing a communication system for placing food orders, when the following conditions are met:
1. The Planning Commission has approved the sign location as part of a development review.
  2. There is only one (1) sign per drive through lane.
  3. The sign is no greater than twenty-four (24) square feet.
  4. The sign is no more than six (6) feet in height.
  5. The sign(s) are not located in the front yard.
- H. Miscellaneous Signs.** On vending machines, gas pumps, and ice containers indicating the contents or announcing on-premise sales, provided that the sign on each device does not exceed two (2) square feet in area.
- I. Parking Lot Signs.** Signs indicating restrictions on parking, when placed within a permitted parking lot, which do not exceed six (6) feet in height and four (4) square feet in area.
- J. Public Signs.** Signs posted by duly constituted public authorities in the performance of their public duties.
- K. Regulatory, Directional and Street Signs.** Erected by a public agency in compliance with Michigan Manual of Uniform Traffic Control Devices Manual. Tourist Oriented Directional Signs, or "TODS," shall be included under this provision. Regulatory, directional and street signs may be located within the road right-of-way.

## Section 5 – Sign Overlay Districts

- A. Purpose and Intent.** In addition to and furtherance of the purpose of intentions stated in Section 1, the purpose and intent of the sign districts under this Section are to facilitate the preservation or creation of a unique quality, theme or character that have a distinctive identity within the Township. The distinct identity may be as a result of the location of the property in proximity to a roadway corridor that exhibits a similar width, number of lanes and/or design speed. The identity may also be as a result of a particular design theme or objective that the Township has adopted for a given area. The standards and requirements of this Section are in addition to and supplement all other regulations under this Article, which remain applicable to the extent that they do not expressly conflict with the provisions of this section.
- B. Districts Established.** The following sign overlay districts are established for the sole purpose of regulating signage. The SD-Sign Overlay Districts encompasses the areas as illustrated in the SD-Sign Overlay District Map.
1. South Lapeer Road (SLR). This district encompasses the area along Lapeer Road from the intersection of Teelin Drive north to the boundary with the Village of Oxford.
  2. Middle Lapeer Road (MLR). This district encompasses the area along Lapeer Road from the northern boundary of the Village of Oxford north to the intersection of Dunlap Road.
  3. North Lapeer Road (NLR). This district encompasses the area along Lapeer Road from the intersection of Dunlap Road north to the boundary with Metamora Township.
  4. Industrial (IND). This district encompasses the remainder of the Township which is zoned for industrial use.
  5. Recreation, Public and Quasi-Public (RPQ). This district encompasses the remainder of the Township which is zoned for recreation, public and quasi-public uses.
  6. Residential/Agricultural (RES/AG). This district encompasses the remainder of the Township which is zoned for residential or agricultural use in the following zoning districts: AG, SF1, SF-2, SF-3, R-1A, R-1, R-2, R-3, RM, and MHC.

## Section 7 – Temporary and Interim Signs

- A. General Standards.** The following standards apply to all temporary and interim signs in all sign districts:
1. Temporary and interim signs shall be constructed of durable, all-weather materials and designed to remain in place and in good repair so long as they remain on display.

2. The permission of the property owner or their designee shall be required prior to the erection of a temporary or interim sign on any parcel. This includes the placing of a temporary sign on vacant property.
3. If permission is given by the property owner to allow temporary or interim signs on their property by a tenant or someone who does not own the property, that sign counts against the allowed number of signs for the parcel.
4. Except as otherwise provided in this Ordinance, a temporary or interim sign shall only be allowed to be placed on publicly-owned property, including road rights-of-way, when placed there by and for the benefit of the respective public agency or with the written permission of the public agency.
5. Temporary signs placed upon property in the Township in violation of this Ordinance may be removed only by the Township Ordinance Enforcement Officer, the owner of the sign, or the owner of the property where a sign has been placed, or their designees. Any action taken by the Township under this paragraph shall be noticed to the property owner of record. A temporary sign that has been removed by the Township will be kept for five (5) days, at which time the sign may be destroyed or disposed of by the Township.
6. The maximum display time of temporary signs is 60 days unless additional time is noted elsewhere in this Ordinance. After this time expires, the sign shall be removed. Once the temporary sign is removed, there shall be a gap of at least thirty (30) days between display of a temporary sign on the same property.
7. In recognition that there is a need for additional expression of speech prior to a scheduled election, the following applies for a period of thirty (30) days prior to and three (3) days after a Township-designated election day on which there is at least one ballot item:
  - a. The maximum allowable area of temporary signs shall be increased to sixty-four (64) square feet per parcel in all sign districts.
  - b. The maximum area of an individual sign remains as stated in this Section.
  - c. The number of temporary signs is undefined, as long as the temporary signs meet the requirements of this sub-section.

**B. Temporary Signs in the Lapeer Road and Non-Residential Sign Districts.**

1. All temporary signs in the SLR, MLR, NLR, IND, and RPQ Sign Districts are subject to the regulations in in the table below:

Type of Sign	Ground	Banner	Sandwich
<b>Sign District Where Allowed</b>	SLR, MLR, NLR, IND, RPQ	SLR, MLR, NLR, IND, RPQ	SLR, MLR, RPQ

Type of Sign	Ground	Banner	Sandwich
<b>Maximum Number per Parcel</b>	1 with exception in Section 5.B.6	1 with exception in Section 5.B.6	1
<b>Maximum Height</b>	6 feet	6 feet, if ground mounted Height of building facing the street on which the sign is located if wall-mounted	5 feet
<b>Maximum Sign Area (per side)</b>	16 sq. ft.	25 sq. ft.	8 sq. ft.
<b>Minimum Setback from R-O-W</b>	15 feet	15 feet	5 feet
<b>Illumination Allowed</b>	No	No	No
<b>Permit Needed</b>	No	No	No

2. Requirements for Sandwich Signs: Sandwich signs may be allowed when the following standards are met:

- a. Signs are placed at public entrances to businesses, on either private property or the public sidewalk. For businesses with front and rear customer entrances, or frontages on two streets, one sandwich sign may be permitted at the second entrance.
- b. No sign shall be placed within a distance of ten (10) feet from any fire hydrant, or twenty-five (25) feet from any intersection.
- c. The sign must be placed at least five feet from the curb. A clear path of five (5) feet of sidewalk must be maintained at all times.
- d. Each sign shall be placed outside only during the hours when the business is open to the general public and shall be stored indoors at all other times.
- e. Portable signs on wheels are prohibited.

**C. Temporary Signs in Residential Sign District.** All temporary signs in the RES/AG Sign District are subject to the regulations in in the table below:

Land Use	Single Family Homes	Road side stand with Farm	Non-Residential Uses	Special Event for Non-residential Use
Type(s) Allowed	Ground	Ground	Ground or banner	Ground or banner
Maximum Number per Parcel	4 with exception in Section 5.B.6	1	1 with exception in Section 5.B.6	1
Maximum Height	4 feet			
Maximum Sign Area	6 sq. ft.	16 sq. ft.	25 sq. ft. for banners, 16 sq. ft. for ground signs	25 sq. ft. for banners, 16 sq. ft. for ground signs
Minimum Setback	15 feet from all property lines			
Maximum Duration	60 days with exception in Section 5.B.6	2 weeks prior to sales opening to 1 week after end of sales	60 days with exception in Section 5.B.6	2 days prior to the event to 2 days after the event
Illumination Allowed	No	No	No	No
Permit Needed	No	No	No	Yes

**D. Interim Signs in All Sign Districts.** Interim signs are allowed when construction is ongoing on the subject parcel. All interim signs are subject to the regulations in the table below:

Land Use	Ongoing Construction
Type(s) Allowed	Ground
Maximum number per parcel	1
Maximum Height	6 feet
Maximum Sign Area	32 square feet
Min. Setback	15 feet

<b>Land Use</b>	<b>Ongoing Construction</b>
<b>Illumination Allowed</b>	No
<b>Permit Needed</b>	Yes
<b>Duration</b>	From the start of construction until the last available lot, unit, or parcel is sold or leased.

**Section 8 – Permanent Freestanding and Wall Signs**

**A. Permanent Freestanding Signs and Wall Signs in the Lapeer Road and Non-Residential Sign Districts.** All permanent signs in the SLR, MLR, NLR, IND, and RPQ Sign Districts are subject to the regulations below.

1. Freestanding Signs. All freestanding permanent signs in the SLR, MLR, NLR, IND, and RPQ Sign Districts must comply with the following regulations:

<b>Regulations by Sign District</b>						
<b>Sign District</b>	<b>Minimum Setback (ft)</b>		<b>Maximum Height (ft)</b>	<b>Maximum Area (sq. ft.) Per Side/Total</b>	<b>Minimum Spacing Between Signs on same or adjacent parcels (ft)</b>	<b>Minimum Letter height (inches)</b>
	<b>ROW</b>	<b>Residential Zoning District</b>				
SL	15'	50'	6'	50/100	25'	6"
ML	15'	50'	6'	50/100	50'	6"
NL	15'	50'	6'	60/120	100'	6"
IND	15'	50'	6'	50/100	50'	6"
RPQ	15'	50'	8'	40/80	50'	6"
<b>General Regulations</b>						
Number of Signs per street or highway frontage						1

2. Wall Signs. Awning, marquee, and projecting signs shall be treated as wall signs. All permanent wall signs in the SLR, MLR, NLR, IND, and RPQ Sign Districts must comply with the following regulations:

**Regulations by Sign District**

Sign District	Maximum Areas as a Percentage of Adjoining Wall	Total Maximum Area in sq. ft.	Maximum Height to Length Ratio	Minimum Letter Height (inches)	Exceptions
SL	10%	150	1:4	6"	For buildings set back more than 100 feet from the ROW, the maximum area may be increased by 150%
ML	10%	150	1:4	6"	
NL	15%	200	1:4	6"	None
IND	15%	200	1:4	6"	None
RPQ	15%	200	1:4	6"	None
<b>General Regulations</b>					
Number of signs per parcel, single tenant				1 per building façade facing a public ROW	
Number of signs per tenant, multi-tenant				1 per building façade facing a public ROW	
Location (except for projecting signs)				Not extend above the roofline, nor project more than 12 inches from the face of the building	
Parking area or alley at rear of building, single tenant				1 wall sign on rear façade, maximum area of 15 sq. ft.	
Parking area or alley at rear of building, multi-tenant				1 wall sign on rear façade per tenant with a public entrance to rear parking area or alley, maximum area of 15 sq. ft.	
<b>Projecting Signs</b>					
Mounting				Perpendicular to the building facade	
Maximum area				20 sq. ft per side, 40 sq. ft. total	
Vertical clearance				9 feet	
Maximum projection from building wall				6 feet	
<b>Awning Signs</b>					
Coverage				Sign copy may not exceed 25% of the total area of the awning visible from the ROW	

<b>Marquee Signs</b>	
Construction	Hard, incombustible materials
Written message	Affixed flat to vertical face of the marquee
Minimum vertical clearance	10 feet
Projection	Comply with setback requirements for the zoning district in which located

**B. Permanent Freestanding Signs and Wall Signs in Residential Sign District.** All permanent signs in the RES/AG Sign District are subject to the regulations in the table below:

Land Use	Home Occupation	Farm	Non-Residential Uses	Entrance to Residential Development
<b>Type</b>	Wall or ground	Wall or ground	Ground	Ground or signs affixed to decorative walls or fences
<b>Maximum number per parcel</b>	1	1, in addition to home occupation	1	2, with no more than 1 sign per entrance
<b>Height</b>	4 feet	6 feet	6 feet	6 feet
<b>Sign Area</b>	6 sq. ft.	9 sq. ft.	32 sq. ft.	20 sq. ft.
<b>Min. Setback</b>	15 feet	15 feet	15 feet	10 feet, with exception of placement in the median of a boulevard entrance
<b>Illumination Allowed</b>	No	Yes	No	Yes
<b>Permit Needed</b>	Yes	Yes	Yes	Yes

**Section 9 – Miscellaneous Signs**

**A. Permitted Interior Window Signs.** Interior window signs shall be permitted in the SLR, MLR, NLR, IND, and RPQ Sign Districts unless there is an electronic message sign on the premises. Interior window signs shall be permitted on the ground floor level and shall not exceed twenty-five percent (25%) of the window area on the ground floor level. Illuminated window signs shall be counted toward the total maximum allowable square feet of wall signs, as set forth in Section 8 of this Article.

**B. Center Identification Signs.** For business, office and industrial centers, an internal freestanding sign per center shall be permitted in addition to other signs permitted under the following regulations:

1. Only one (1) internal identification sign per entranceway shall be permitted, with a maximum of two (2) such signs.
2. The sign shall comply with the setback, maximum area and height regulations in Section 8.A.

**C. Electronic Message Signs.** Electronic message signs may be permitted in the SLR, MLR, NLR, IND, and RPQ Sign Districts, subject to the following regulations:

1. General Standards.
  - a. Electronic message signs shall only be permitted to be incorporated in a ground sign;
  - b. The area devoted to an electronic message sign (EMS) shall not exceed twenty-five percent (25%) of the permissible ground sign area in Sign Overlay Districts 1-7, and sixteen percent (16%) in Sign Overlay District 8;
  - c. The ground sign in which the EMS is incorporated shall be in complete conformity with the ground sign requirements of the Sign Overlay district in which the premise is located. All other signs shall conform to the requirements of the Sign Overlay district in which the premise is located;
  - d. There shall be no window sign permitted, maintained or installed on a premise with an EMS.
  - e. The EMS must comply with all sign display and illumination standards in Section 3.I.
2. Message Display and Communication Requirements:
  - a. The display time of an EMS shall not be less than two (2) minutes per message display;

- b. The transition or change of message shall appear instantaneous without the use of special effects such as dissolve or fade;
- c. An EMS shall not exhibit any characteristics of movement or flashing and shall not use techniques defined as dynamic frame effect, scroll, or travel;
- d. No EMS message display shall resemble or simulate any warning or danger signal, or any official traffic control device, sign, signal or light or have the brilliance or intensity that will interfere with any official traffic sign, device or signal; and
- e. An EMS shall not include any audio message.

3. Miscellaneous Requirements.

- a. No EMS shall be permitted to operate unless it is certified as follows and equipped with all of the following mechanisms, programming and equipment in proper working order at all times:
  - i. A default mechanism that will cause the EMS to revert immediately to a default static display if the EMS or any component experiences mechanical failure or otherwise malfunctions;
  - ii. A non-glare panel covering the electronic changeable copy display or other equivalent method approved by the Township to substantially reduce glare;
  - iii. A sensor or other device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions; and
  - iv. A written certification from a sign manufacturer or other approved testing agency that the light intensity has been preset to conform to the brightness, illumination, and display standards established in this article and that the preset levels are protected from end user manipulation by password protected software or other method with certification shall be provided to the Township immediately upon request.
- b. The owner or controller must either turn off or adjust the sign to meet the brightness and illumination standards set forth in Section 12.07. The adjustment must be made within twelve (12) hours of a notice of non-compliance from the Township.

**D. Motor Vehicle Service Stations**

- 1. Canopy Sign.

- a. Location and number. An automobile service station may have one (1) additional sign to be located on the canopy for each public street frontage.
  - b. Size. Said sign shall not exceed one-half (1/2) square foot of sign area for each one (1) linear foot of canopy face length adjacent to facing public street frontage.
2. Pump Signage.
- a. Location and number. No more than two (2) such signs per pump island.
  - b. Size. Maximum of four (4) square feet.
- E. Billboards.** In addition to the stated purposes and intent of this Ordinance; the following regulations are intended to protect the public health, safety, and welfare by regulating the location, size, height, spacing and other aspects of billboards. These regulations are necessary because billboards can reduce traffic safety by diverting the attention of motorists from the road, and because billboards are often incompatible with other signs and land uses in surrounding areas and result in aesthetic deterioration. Where permitted, billboards shall be subject to the following restrictions as well as regulations established by the Michigan Highway Advertising Act. P.A. 106 of 1972 as amended.
1. Location. Billboards shall only be permitted in SLR and IND sign districts which are located on a road which is a primary highway within the meaning of MCL 252.302(f).
  2. Number. Not more than three (3) billboards may be located per linear mile of primary highway. The linear mile measurement shall not be limited to the boundaries of the Charter Township of Oxford where the particular highway extends beyond such boundaries.
  3. Distance between Billboards. No billboard shall be located within 1,000 feet of another off-premise sign abutting either side of the same street or highway.
  4. Area. The surface display area of any side of an off-premise sign may not exceed three hundred (300) square feet. In the case of off-premises sign structures with tandem or stacked sign faces, the combined surface display area of all faces on any side may not exceed three hundred (300) square feet.
  5. Height. The height of an off-premise sign shall not exceed twenty-four (24) feet above: (1) the grade of the ground on which the sign sits or (2) the grade of the abutting roadway, whichever is higher.

6. **Setback.** No off-premise sign shall be located closer than two hundred (200) feet to a public right-of-way, closer than ten (10) feet to any interior boundary lines of the premises on which the sign is located, nor closer than five hundred (500) feet to any playground, school, residential dwelling, church or park.
7. **Illumination.** All lighting equipment for billboards shall be designed to illuminate the sign only and shall not interfere with the driver's visibility or cause glare on adjoining residential properties. All billboards must be illuminated from a light source exterior to the sign itself.
8. **Limitations.** No billboard shall be erected when there already exists in the Township twenty-five (25) or more billboard sign faces.
9. **Construction.** A billboard shall be self-supported, and pole mounted.

**B. EMSEMS Sign Signs .** To protect the health, safety, peace and enjoyment of Township residents, EMS Signs shall comply with all of the requirements and regulations of a non-EMS Sign in addition to any other requirements set forth in this Ordinance, including regulations governing signs, use, area, type, height, numbers, and setbacks.

1. All EMS Sign shall also comply with the regulations in the table below:

<b>Subject</b>	<b>Regulation</b>
<b>Color</b>	Multiple colors on a black background
<b>Movement Restrictions</b>	Flashing, animated or moving signs are prohibited. The content of a digital display must transition by changing instantly, with no transitional graphics. Messages may change at intervals of 10 seconds or greater.
<b>Brightness</b>	See Section 3.I
<b>Resolution</b>	Monochrome EMC signs shall have a pixel pitch of 35 mm or less resolution and multi-color EMC signs shall be a pixel pitch of 25mm or less.
<b>Restrictions</b>	<p>Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory-programmed not to exceed the above listed light levels, and that the intensity level is protected from end-user manipulation by password protected software or other method satisfactory to the Township.</p> <p>The sign shall be equipped with photosensitive equipment which automatically adjusts the brightness and contrast of the sign in direct relation to the ambient outdoor illumination.</p>

2. Exceptions for conversion of an existing billboard to an EMS Sign: The Township Board shall have the authority to grant an exception to the height and area requirements set forth in Section 9.B of this Ordinance to allow for the conversion of an existing billboard to an EMS sign. A conversion of an existing billboard to an EMS sign may be approved if is the same or lesser size of the existing billboard and if the Township Board determines that all of the following conditions have been met by the Applicant:
  - a. The property on which the billboard sits in not adjacent to a residential zoning district (AG, SF1, SF-2, SF-3, R-1A, R-1, R-2, R-3, RM, and MHC) and/or use.
  - b. The nearest edge of the proposed EMS Sign is at least fifty (50) feet from back of the curb of the roadway on which the property has frontage.
  - c. The continued operation of the non-conforming billboard poses a health, safety, and welfare hazard to the general public.

## Section 10 – Sign Permit Review Process

- A. **Permit Required.** It shall be unlawful for any person to erect, alter, relocate, or structurally change a sign or other advertising structure, unless specifically exempted under Section 5, without first obtaining a permit in accordance with the provisions set forth herein. A permit shall require payment of a fee, which shall be established by resolution of the Township Board.
- B. **Permit Application Contents.** Application for a sign permit shall be made upon forms provided by the Zoning Official, or his or her designee. The following information shall be required:
  1. Name, address and telephone number of the applicant, as well as that of the property owner, if the applicant is not the property owner.
  2. A sketch plan indicating the following:
    - a. Current sign district;
    - b. Current zoning classification;
    - c. Location of the building, structure, or lot on which the sign is to be attached or erected;

- d. Position of the sign in relation to nearby buildings, structures, and property lines.
  3. A scale drawing of each sign, indicating the size, shape, message, lettering style, color and materials of the finished sign. All required copies must also be in color.
  4. Plans, specifications and method of construction and attachment to the building or the ground;
  5. Building elevation sketches showing the position and size of each sign on the building and the location and size of any existing sign(s) on the same structure.
  6. Copies of stress sheets and calculations, if deemed necessary by the Building Official, or his or her designee, showing the structure as designed for dead load and wind pressure.
  7. Information concerning required electrical connections.
  8. If the sign will be illuminated, plans shall include all details regarding the location, type of fixture, and color of the illumination, as well as the method of shielding.
  9. If the sign is an EMS or has an EMS component, the area devoted to the EMS, the display time per message display, and the type of transition.
  10. Written consent of the owner or lessee of the premises upon which the sign is to be erected.
  11. Other information deemed necessary by the Zoning Official (or designee) or Planning Commission, on a case by case basis, to establish compliance with applicable laws and regulations.
- C. Review by Zoning Official.** Upon receipt of a completed sign permit application, the Zoning Official (or designee) shall review the sign permit application, and take one of the following actions:
1. Approval. Upon finding that the proposed signage conforms to all applicable standards found in this section and elsewhere in this Ordinance, they shall approve the sign permit application, with or without conditions, and issue the sign permit. Should the approval be conditional, said conditions shall be satisfied within the time set by the Zoning Official, or his or her designee, or the permit will be considered to be denied.

2. Postpone. Upon finding that the proposed signage does not conform to all applicable standards found in this section and elsewhere in this Ordinance, but could if revised or supplemented, the Zoning Official, or his or her designee, may postpone action on the sign permit application, until a revised application is submitted. If the Zoning Official, or his or her designee, chooses to postpone action on the sign permit application, the deficiencies of the application shall be explained to the proprietor in writing.
  3. Denial. Upon finding that the proposed signage does not conform to all applicable standards found in this section and elsewhere in this Ordinance, the Zoning Official, or his or her designee, may deny the sign permit application. Should the sign permit application be denied, the reason(s) for rejection of the application shall be explained to the proprietor in writing.
- D. Review by Planning Commission Concurrent with Site Plan.** Sign permit applications submitted in conjunction with proposed site improvements that require site plan review and approval may be reviewed by the Planning Commission concurrent with site plan review. If approval of a proposed sign is desired by the applicant at the time of site plan review, the sign must be shown on the site plan, including all information required for a sign permit application listed above under item B. The applicant shall have the option of submitting sign permit applications to the Zoning Official, or his or her designee, separate from site plan review, as provided above under item C, above.

## **Section 11 - Inspection and Maintenance**

The Zoning Official (or designee) shall be charged with the administration and enforcement of the provisions of this Ordinance.

- A. Inspection of New Signs.** All signs for which a permit has been issued shall be inspected by the Zoning Official, or his or her designee, when erected. Approval shall be granted only if the sign has been constructed in compliance with the approved plans and applicable Zoning Ordinance and Building Code standards. Failure to receive the Zoning Official's approval for a completed sign shall constitute a determination that the sign is in violation of this Ordinance, in which case the owner and/or erector of such sign may be subject to legal action.

In cases where fastenings or anchorages are to be eventually bricked in or otherwise enclosed, the sign erector shall advise the Zoning Official, or his or her designee, when such fastenings are to be installed so that inspection may be completed before enclosure.

- B. Sign Maintenance.** All signs shall be maintained in a condition similar to that which existed at the time of their erection. At minimum, all signs and all awnings

with sign components shall be kept clean, free of missing or loose parts, free of blistering or peeling paint, and without missing or obsolete sign panels.

- C. Inspection of Existing Signs.** The Zoning Official, or his or her designee, shall have the authority to routinely enter onto property to inspect existing signs. In conducting such inspections, the Zoning Official, or his or her designee, may determine whether the sign is maintained in accordance with item B, above, and that it is adequately supported, painted to prevent corrosion, and so secured to the building or other support as to safely bear the weight of the sign and pressure created by the wind.
- D. Correction of Defects.** If a sign falls out of compliance with the provisions of this Section, it shall be the responsibility of the sign owner to bring the sign back into compliance or remove the sign entirely.

### **Section 12 - Non-Conforming Signs**

No non-conforming signs shall be altered or reconstructed, unless the alteration or reconstruction is in compliance with this ordinance, except that non-conforming signs shall comply with the following regulations:

- A. Repairs and Maintenance.** Normal maintenance shall be permitted, provided that any non-conforming sign that is destroyed by any means to an extent greater than fifty (50) percent of the sign's pre-catastrophe fair market value, exclusive of the foundation, shall not be reconstructed. Normal maintenance shall include painting of chipped or faded signs; replacement of faded or damaged surface panels, name changes, repair or replacement of electrical wiring or electrical devices.
- B. Change of Copy.** A non-conforming sign may undergo a "change of copy" or the replacement of names, logos, symbols, numbers or other graphic items of information as long as the structural characteristics, including size, shape, and frame, are not modified.
- C. Non-conforming Changeable Copy Signs.** The message on a non-conforming changeable copy sign or non-conforming bulletin board sign may be changed provided that the change does not create any greater nonconformity.
- D. Substitution.** No non-conforming sign shall be replaced with another non-conforming sign.
- E. Modifications to the Principal Building.** Whenever the principal building on a site on which a non-conforming sign is located is modified to the extent that site plan review and approval is required, the non-conforming sign shall be removed. However, a change of use or occupant, when not accompanied by a change in the principal building, shall not necessitate the removal of non-conforming signs.

### **Section 13 - Removal of Prohibited Signs in Public Places**

The Charter Township of Oxford Zoning Official, or his or her designee, shall have the authority to remove any sign determined to be in violation of the preceding section that is located upon public property. Notification of the sign owner shall not be required. Such signs shall be held at the Township offices for five (5) days upon removal. A ten dollar (\$10.00) service fee shall be required prior to the release of any sign removed by the Township.

#### **Section 14 - Removal of Unauthorized Signs from Public Rights-of-Way**

In the interest of public health, and safety, the Charter Township of Oxford Zoning Official, or his or her designee, shall have the authority to immediately remove any unauthorized sign from all public rights-of-way without notification of the sign owner. Such signs shall be held at the Township offices for five (5) days upon removal. A ten dollar (\$10.00) service fee shall be required prior to the release of any sign removed by the Township.

#### **Section 15 - Appeals**

Variations to the requirements of this Ordinance and appeals from decisions of the Zoning Official or his or her designee may be heard upon application to the Township Zoning Board of Appeals (ZBA) per the procedures and standards in Article 17 of the Zoning Ordinance of the Charter Township of Oxford.

#### **Section 16 – Violations and Penalties**

A. Municipal Civil Infraction/Payment of Fine. Any person, firm, or corporation violating a provision of this Ordinance, upon an admission or finding of responsibility for such violation, shall be deemed responsible for a municipal civil infraction, and shall pay a fine.

B. Costs. The 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 has been put in connection with the violation of this Ordinance up to the entry of the Court's judgment or order to pay fines and costs.

C. 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.

D. Default on Payment of Fines and Costs. A default in payment of a civil fine, costs, or damages or expenses ordered under Subsection (A) or (B) or an installment of the fine, costs, or damages as allowed by the Court, may be collected by the Township by a means authorized for the enforcement of a judgment.

E. Failure to Comply with Judgment or Order. If a defendant fails to comply with an order or judgment pursuant to this section within the time prescribed by the Court, the Court may proceed under Subsection (G).

F. 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.

G. Civil Contempt.

1. If a defendant defaults in the payment of a civil fine, or other damages or expenses, or an installment as ordered by the District Court, upon motion of the Township 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.

2. 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, damages or expenses, and their failure to do so shall be civil contempt unless they make the showing required in this subsection.

3. 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 their 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.

4. 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 each installment, or revoking the fine, costs, damages or expenses.

5. 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.

6. A defendant committed to imprisonment for civil contempt for nonpayment of a fine, costs, damages or expenses shall not be discharged until one of the following occurs:

a. Defendant is credited with an amount due pursuant to Subsection (G)(5) above.

b. The amount due is collected through execution of process or otherwise.

c. The amount due is satisfied pursuant to a combination of subdivisions G(6)(a) and (b) above.

7. The civil contempt shall be purged upon discharge of the defendant pursuant to Section G(6).

#### H. Lien Against Land, Building, or Structure.

If a defendant does not pay a civil fine or costs or installment ordered under Subsection (A) or (B) within thirty (30) days after the date upon which the payment is due for a violation of this Ordinance involving the use or occupation of land or a building or other structure, the Township may obtain a lien against the land, building, or structure involved in the violation by recording a copy of the court order requiring payment of the fine and costs with the Oakland County Register of Deeds. The court order shall not be recorded unless a legal description of the property is incorporated in or attached to the court order.

1. The lien is effective immediately upon recording of the court order with the Register of Deeds.
2. The court order recorded with the Register of Deeds shall constitute the pendency of the lien. In addition, a written notice of the lien shall be sent by Oxford Township by first class mail to the owner of record of the land, building, or structure at the owner's last known address.
3. The lien may be enforced and discharged by Oxford Township in the manner prescribed by its Charter, by the General Property Tax Act, Act No. 206 of the Public Acts of 1893, being Section 211.1 et seq., of the Michigan Compiled Laws, or by an ordinance duly passed by the Township. However, property is not subject to sale under Section 60 of Act No. 206 of the Public Acts of 1893, being Section 211.60 of the Michigan Compiled Laws, for non-payment of a civil fine or costs or an installment ordered under Subsection (A) or (B) unless the property is also subject to sale under Act No. 206 of the Public Acts of 1893 for delinquent property taxes.
4. A lien created under this section has priority over any other lien unless one or more of the following apply:
  - a. The other lien is a lien for taxes or special assessments.
  - b. The other lien is created before the effective date of the amended ordinance that added this section.
  - c. Federal law provides the other lien has priority.
  - d. The other lien is recorded before the lien under this section is recorded.
5. The Township may institute an action in a court of competent jurisdiction for the collection of the fines and costs imposed by a court order for a violation of this Ordinance. However, an attempt by the Township to collect the fines or costs does not invalidate or waived the lien upon the land, building, or structure.
6. A lien provided for by this subsection shall not continue for a period longer than five (5) years after a copy of the court order imposing a fine or cost is recorded unless within that time an action to enforce the lien is commenced.

### Section 17- Repeal

All other ordinances or parts of ordinances which are inconsistent or in conflict herewith, are hereby repealed to the extent of such inconsistency or conflict.

### Section 17 – Severability

The various parts, sections and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected.

### Section 18 – Effective Date

This Ordinance shall be published in full in a newspaper of general circulation in the Charter Township of Oxford, qualified under State law to publish legal notices, and shall become effective upon publication, as provided by law. **Section 19 – Adoption**

This Ordinance is hereby declared to have been adopted by the Board of Trustees of the Charter Township of Oxford at a meeting thereof duly called and held on the [DATE] and ordered to be given publication in the manner prescribed by the Charter of the Township of Oxford.

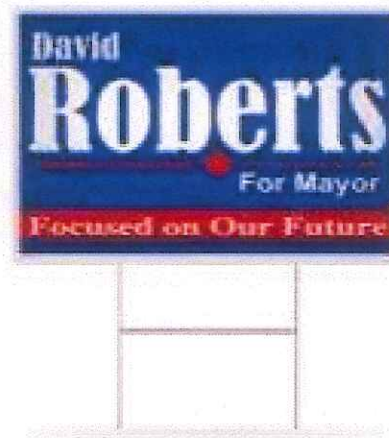
# **Oxford Township Proposed Sign Ordinance**

Oxford Township Board of Trustees Meeting 1/10/2024

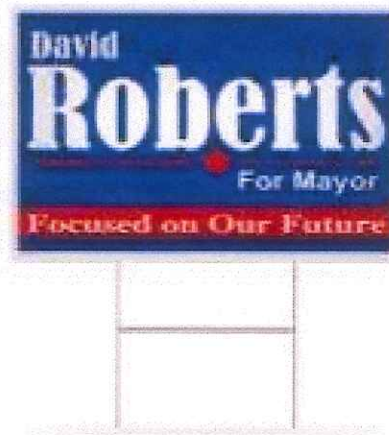
# Why change the sign regulations?

- Are not “content neutral” and in violation of U.S. Supreme Court case law
- Sign regulation by sign district can be more effective than by zoning district on M-24
- Requests for electronic message billboards

Content  
Neutral means  
you cannot  
regulate based  
on what it  
says.....



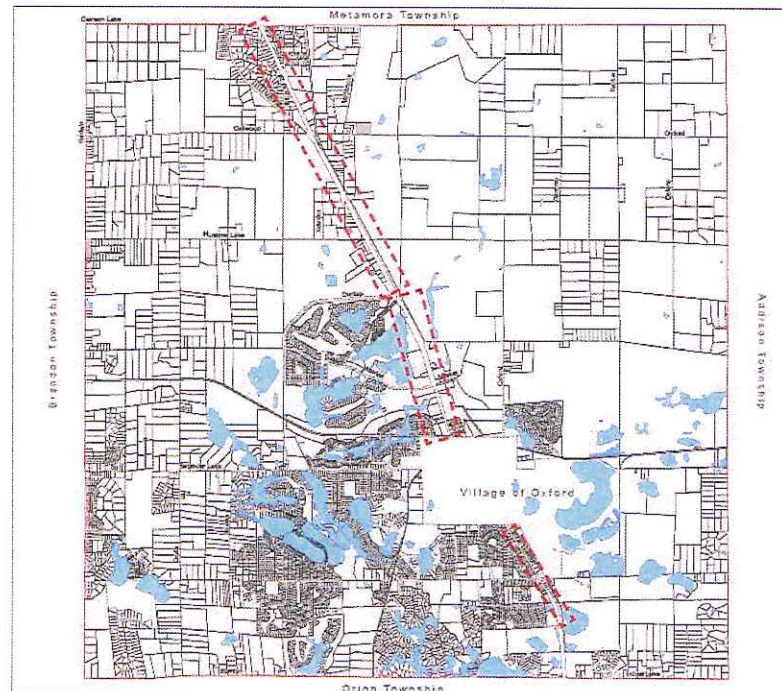
You can regulate on where (zoning or land use), construction, and duration





# Sign Districts

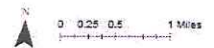
- *South Lapeer Road (SLR)*. Teelin Drive north to the boundary with the Village of Oxford.
- *Middle Lapeer Road (MLR)*. Northern boundary of the Village of Oxford north to the intersection of Dunlap Road.
- *North Lapeer Road (NLR)*. Dunlap Road north to the boundary with Metamora Township.
- *Industrial (IND)*. Remainder of the Township zoned industrial.
- *Recreation, Public and Quasi-Public (RPQ)*. Remainder of the Township zoned for recreation, public and quasi-public uses.
- *Residential/Agricultural (RES/AG)*. Remainder of the Township zoned AG, SF1, SF-2, SF-3, R-1A, R-1, R-2, R-3, RM, and MHC.



- Boundary
- Lakes and Ponds
- Parcels
- Proposed Sign Districts on M-24

## Base Map

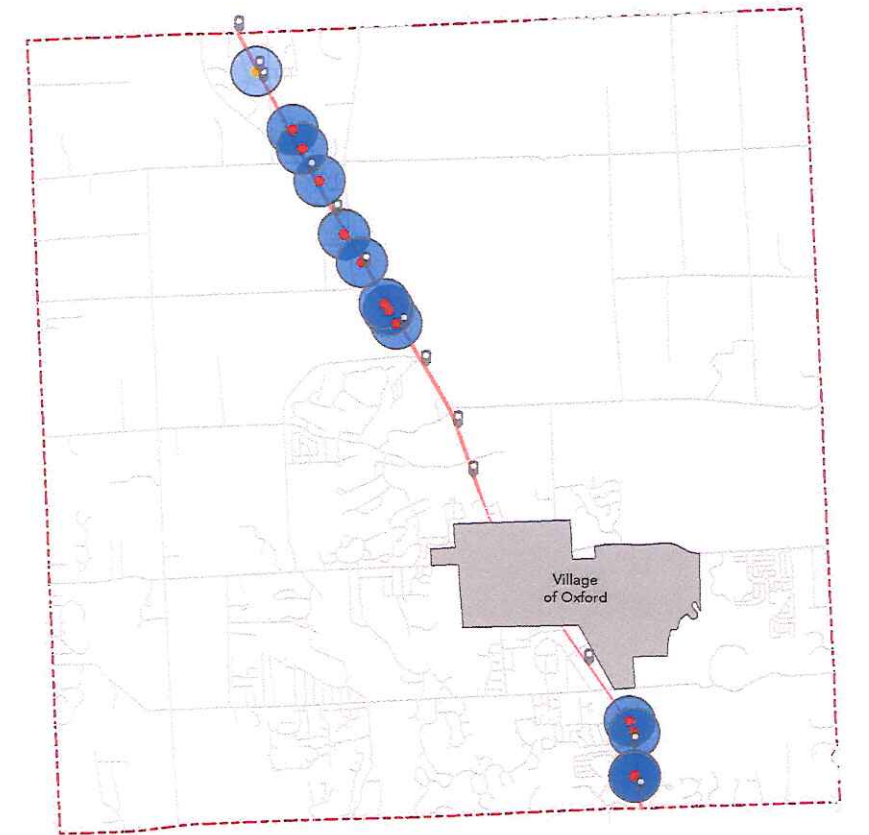
Oxford Township, Oakland County



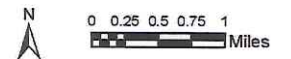
Source: Oxford Township, Oakland County  
Carroll/Wortman Associates  
November 17, 2021

# Billboard Changes

- South Lapeer Road & Industrial Sign Districts
- Capped at 25 (number present in the Township).
- All other restrictions remain in place
- EMS Billboards allowed
- Nonconforming billboard may be converted to EMS with allowance from Township Board



Billboard Locations  
Oxford Township  
Oakland County, Michigan



For MDT&C, Oxford Township  
1/16/2022



# Next Steps

- Township Board Approval
  - 1<sup>st</sup> Reading
  - 2<sup>nd</sup> Reading

Date: January 10, 2024

To: Board of Trustees

From: Curtis W. Wright, Clerk

Re: Cemetery Fees Resolution

Dear Board Members:

Cemetery Fees were last increased in 2021. Genesee Valley Vault has notified Oxford Township of fee increases to be effective January 1, 2024.

Attached is a **red-lined** copy of the proposed amendments, and a clean copy of the Resolution.

The following motion is offered for consideration:

**I move to approve the Cemetery Fees Resolution to amend Appendix A to Chapter 16 – Cemeteries – of the Oxford Charter Township Code of Ordinances as presented.**

## APPENDIX A

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

#### CEMETERY FEES RESOLUTION

**WHEREAS**, the Charter Township of Oxford owns and maintains the Oxford Township Cemetery, North Oxford Cemetery, and Mount Pleasant Cemetery; and

**WHEREAS**, the Charter Township of Oxford has approved Oxford Township Cemetery Ordinance No. 121; and

**WHEREAS**, Oxford Township Cemetery Ordinance No. 121 provides that certain fees and service charges pertaining to the Oxford Township Cemetery, North Oxford Cemetery, and Mount Pleasant Cemetery shall apply, and may be amended from time to time.

**NOW, THEREFORE, BE IT RESOLVED**, the following updated fees shall be charged in accordance with Oxford Township Cemetery Ordinance No. 121:

\$400.00	Burial rights per grave
<del>\$650.00</del> <b>\$700.00</b>	Burial Opening and Closing: Monday through Friday (Interment) <del>\$1,300.00</del> <b>\$1,400.00</b> – Disinterment & Reinterment in an Oxford Township Cemetery <del>\$ 650.00</del> <b>\$700.00</b> – Disinterment & Reinterment in an outside cemetery <del>\$ 650.00</del> <b>\$700.00</b> – Reinterment from an outside cemetery
<del>\$700.00</del> <b>\$800.00</b>	Burial Opening and Closing: Saturday (Interment) <del>\$1,400.00</del> <b>\$1,600.00</b> – Disinterment & Reinterment in an Oxford Township Cemetery <del>\$ 700.00</del> <b>\$800.00</b> – Disinterment & Reinterment in an outside cemetery <del>\$ 700.00</del> <b>\$800.00</b> – Reinterment from an outside cemetery
<del>\$950.00</del> <b>\$1,000.00</b>	Burial Opening and Closing: Sunday and Holidays (Interment) <del>\$1,900.00</del> <b>\$2,000.00</b> – Disinterment & Reinterment in an Oxford Township Cemetery <del>\$ 950.00</del> <b>\$1,000.00</b> – Disinterment & Reinterment in an outside cemetery <del>\$ 950.00</del> <b>\$1,000.00</b> – Disinterment from an outside cemetery
\$350.00	Cremains Burial: Monday through Friday \$ 700.00 – Disinterment & Reinterment in an Oxford Township Cemetery \$ 350.00 – Disinterment & Reinterment in an outside cemetery \$ 350.00 – Disinterment from an outside cemetery
<del>\$400.00</del> <b>\$450.00</b>	Cremains Burial: Saturday <del>\$ 800.00</del> <b>\$900.00</b> – Disinterment & Reinterment in an Oxford Township Cemetery <del>\$ 400.00</del> <b>\$450.00</b> – Disinterment & Reinterment in an outside cemetery <del>\$ 400.00</del> <b>\$450.00</b> – Disinterment from an outside cemetery

\$650.00                    Cremains Burial: Sunday and Holidays  
\$1,300.00 – Disinterment & Reinterment in an Oxford Township Cemetery  
\$ 650.00 – Disinterment & Reinterment in an outside cemetery  
\$ 650.00 – Disinterment from an outside cemetery

**\$10,000.00                    Crypt Burial in Mausoleum**

\$ 25.00                    Administrative charge for contract purchased graves reverting back to the Charter Township of Oxford

\$ 0.60/inch<sup>2</sup>                    Foundation charge

\$ 150.00                    Minimum charge for Foundations

**BE IT FURTHER RESOLVED**, that the foregoing fees shall be effective January 1, 2024 and amended from time to time in the future by resolution of the Charter Township of Oxford Board of Trustees.

**BE IT FURTHER RESOLVED**, that the method of payment for grave sites shall be by cash, check, credit card (when activated), or other acceptable form of payment as approved by the Charter Township of Oxford Board of Trustees.

MOVED:

SECONDED:

Ayes:

Nays:

Absent:

Adopted at a regular meeting of the Charter Township of Oxford Board of Trustees held on the 10th day of January 2024.

\_\_\_\_\_  
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 10th day of January 2024.

\_\_\_\_\_  
Curtis W. Wright, Clerk

APPENDIX A

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

**CEMETERY FEES RESOLUTION**

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\$800.00	Burial Opening and Closing: Saturday (Interment) \$1,600.00 – Disinterment & Reinterment in an Oxford Township Cemetery \$ 800.00 – Disinterment & Reinterment in an outside cemetery \$ 800.00 – Reinterment from an outside cemetery
\$1,000.00	Burial Opening and Closing: Sunday and Holidays (Interment) \$2,000.00 – Disinterment & Reinterment in an Oxford Township Cemetery \$1,000.00 – Disinterment & Reinterment in an outside cemetery \$1,000.00 – Disinterment from an outside cemetery
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\$ 150.00	Minimum charge for Foundations

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MOVED:

SECONDED:

Ayes:  
 Nays:  
 Absent:

Adopted at a regular meeting of the Charter Township of Oxford Board of Trustees held on the 10th day of January 2024.

\_\_\_\_\_  
 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 10th day of January 2024.

\_\_\_\_\_  
 Curtis W. Wright, Clerk

**AGREEMENT FOR I.T. SERVICES BETWEEN  
OAKLAND COUNTY AND  
OXFORD TOWNSHIP**

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This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and Oxford Township ("Public Body") 300 Dunlap Road, Oxford, MI 48371. County and Public Body may also be referred to jointly as "Parties".

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

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
  - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
  - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
  - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
  - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the Oxford Township which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
  - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
  - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
  - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
  - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
  - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
  - 1.9.6. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.

- 1.9.7. **Data Center Use & Services** means providing space for Public Body's equipment in County's Data Center and access to electrical power and backup power.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.'s ("ESRI") secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
  - Exhibit II: Over The Counter Payments
  - Exhibit III: Pay Local Taxes
  - Exhibit IV: Jury Management System
  - Exhibit V: Collaborative Asset Management System (CAMS)
  - Exhibit VI: Remedial Support Services
  - Exhibit VII: Data Center Use and Services
  - Exhibit VIII: Oaknet Connectivity
  - Exhibit IX: Internet Service
  - Exhibit X: CLEMIS

- Exhibit XI: ArcGIS Online
- Exhibit XII: Data Sharing
- Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice

## 2. COUNTY RESPONSIBILITIES.

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
  - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
  - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
    - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
    - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
  - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
  - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

- 2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.
- 2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.
- 2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

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

- 2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.
- 2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

### 3. **PUBLIC BODY RESPONSIBILITIES.**

- 3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.
- 3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.
- 3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
  - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
  - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
  - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
  - 3.7.1. Direct coordination and interaction with County staff.
  - 3.7.2. Communication with general public supported by Public Body.
  - 3.7.3. Following County's procedures to report an application incident.
  - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
  - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
  - 3.7.6. Requesting security changes and technical support from the Service Center.
  - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
  - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
    - 3.7.8.1. Contact Name
    - 3.7.8.2. Telephone Number
    - 3.7.8.3. Email Address
    - 3.7.8.4. Public Body Name
    - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

#### 4. DURATION OF INTERLOCAL AGREEMENT.

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

#### 5. PAYMENTS.

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

## 6. ASSURANCES.

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

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

## **7. USE OF CONFIDENTIAL INFORMATION**

7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.

- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

## **8. DISCLAIMER OR WARRANTIES.**

8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.

8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

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

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

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

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

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

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

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

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

15. **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.

16. **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.

17. **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.

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Chief Information Officer, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Danielle Smith, dsmith@oxfordtownship.org, 300 Dunlap Road, Oxford, MI 48371.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **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.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: \_\_\_\_\_  
Jack Curtis  
Township Supervisor

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_

AGREEMENT  
ADMINISTRATOR: \_\_\_\_\_  
(IF APPLICABLE)

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 to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: \_\_\_\_\_  
David T. Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Oakland County Board of Commissioners  
County of Oakland

DATE: \_\_\_\_\_

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

**INTRODUCTION**

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

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 005562, Enterprise Agreement No. 00270489.0, and herein referred to as the “Enterprise Agreement,” to which the County will provide Public Body with access. The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

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

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

**1.0 DEFINITIONS**

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

**2.0 COUNTY RESPONSIBILITIES**

- 2.1 County will deploy AGO Named User accounts to Public Body through County’s Service Center as specified in the Enterprise and License Agreements without fee or cost to Public Body. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise or License Agreements, the Agreement, or this Exhibit.

**3.0 PUBLIC BODY RESPONSIBILITIES**

- 3.1 Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or

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

using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.

- 3.2 Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. County will provide Public Body with access to amendments to the Enterprise or License Agreements that are applicable to Public Body's access to or use of AGO. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.
- 3.3 New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. County will provide Public Body with access to the new agreements that Public Body is required to comply with. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.
- 3.4 Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- 3.5 Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self- registration to access or use AGO.
- 3.6 Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

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

3.7 Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

**4.0 SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use.

**5.0 SERVICE AND SUPPORT COSTS**

There is no cost to Public Body for this service.

**6.0 EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT**

Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A), County will provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

**7.0 LICENSE USE AND ACCESS**

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

**ADDENDUM A**  
**CVT ACKNOWLEDGMENT STATEMENT**  
**(ArcGIS Online)**

**Environmental Systems Research Institute, Inc. ("Esri")**, having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 330721. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during the term of the EA. Deployment by County of ArcGIS Online to each CVT and CVTs use of ArcGIS Online is subject to the terms of License Agreement contained in the EA and the additional requirements below.

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

The following additional conditions apply:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 1.4 Trial, Evaluation, and Beta Licenses, in the License Agreement does not apply to CVT.
- (2) Section 1.2. Consultant or Contractor Access in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to Export Compliance requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.
- (7) CVT, including its consultants, contractors, agents, and volunteers, shall not upload to, process, or store in ArcGIS Online any Personal identifying information (PII) as defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) defined as data or information governed by the CJIS Security Policy (which is currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

**ADDENDUM A**  
**CVT ACKNOWLEDGMENT STATEMENT**  
**(ArcGIS Online)**

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

ACCEPTED AND AGREED:

\_\_\_\_\_  
(CVT)

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

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

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

Date: \_\_\_\_\_

**EXHIBIT XII**  
**I.T. SERVICES AGREEMENT**  
**DATA SHARING**

**INTRODUCTION**

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.44f1 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

**1.0 DEFINITIONS**

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

**2.0 COUNTY RESPONSIBILITIES**

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

**3.0 PUBLIC BODY RESPONSIBILITIES**

- 3.1 All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

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- 3.2 All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3 Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4 Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5 Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:
  - 3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;
  - 3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,
  - 3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6 County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or

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guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

- 3.7 Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.
- 3.8 Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

**4.0 SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

**5.0 SERVICE AND SUPPORT COSTS**

There is no cost to Public Body for this service.

**6.0 LICENSE USE AND ACCESS**

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license shall not be provided to any other party without County's written consent.

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**CONTRACTOR DATA SHARING SERVICES AGREEMENT**

This Contractor Data Sharing Services Agreement (herein referred to as the "Contractor Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 (the "County") and

\_\_\_\_\_ (the "Contractor").  
(Contractor Name and Address)

**RECITALS**

- A. WHEREAS, \_\_\_\_\_ ("Public Body"), utilizes Oakland County, Michigan ("County") owned GIS Data and/or Access Oakland Products (referred to individually or collectively as "Data Sharing Services") pursuant to an agreement with the County; and
- B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.
- C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

NOW, THEREFORE, the Contractor and County, collectively referred to as the "Parties," agree to the following:

**AGREEMENT**

1. **Definitions:** In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:
- 1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contractor Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

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- 1.3 **Claims** mean any 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, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.4 **County** Oakland County, a Municipal Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5 **Data Sharing Services** means GIS Data and/or Access Oakland Products.
- 1.6 **Geographic Information System Data or GIS Data** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
2. **Service Provided by County:** County may provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Contractor Agreement, subject to any other terms or conditions in this Contractor Agreement.
3. **Contractor's Obligations:** Contractor agrees that, when accessing or using Data Sharing Services, Contractor shall:
- 3.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;
- 3.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;
- 3.3 Be bound by and comply with all future standards and guidelines implemented by County regarding the use of Data Sharing Services;
- 3.4 Immediately notify the Public Body if Contractor Employees are no longer employed by the Contractor, if Contractor no longer requires access to the Data Sharing Services, if there is unauthorized disclosure or use of the Data Sharing Services, or if any Contractor Employees violate the terms of this Contractor Agreement or amendments thereto;

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- 3.5 Comply with any terms contained in any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor in order to provide Contractor with the Data Sharing Services. County will provide Contractor with a copy of any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor, if requested by Contractor;
- 3.6 Cease using, delete, and remove any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events:
- 3.6.1 Completion or termination of Contractor’s consulting, contracting or subcontracting relationship with Public Body;
  - 3.6.2 The completion of Contractor’s assigned tasks or duties for Public Body that involved the Data Sharing Services;
  - 3.6.3 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services; or
  - 3.6.4 Upon termination of this Contractor Agreement for any reason.
4. **Ownership of Data Sharing Services:** The Data Sharing Services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the “Content”) are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Contractor will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Contractor’s use of Data Sharing Services.
5. **Disclaimer of Warranty and Liability:**
- 5.1 COUNTY PROVIDES THE DATA SHARING SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. COUNTY DOES NOT REPRESENT THAT ACCESS TO THE DATA SHARING SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION.

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5.2 USE OF THE DATA SHARING SERVICES IS AT CONTRACTOR'S OWN RISK. COUNTY WILL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE SERVICE.

5.3 IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA SHARING SERVICES.

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.
7. **Compliance with Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.
8. **Auditing:** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.
9. **Delegation or Assignment:** Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.
10. **Indemnification:** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.
11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.
12. **Term:** This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:
  - 12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;
  - 12.2 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services;

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12.3 Five (5) years after the effective date of this Contractor Agreement; or

12.4 Otherwise terminated as set forth in this Contractor Agreement.

**13. Termination:**

13.1 **By County:** County may terminate this Contractor Agreement immediately and without advance notice for any reason, including convenience. Notice to Contractor terminating this Contractor Agreement by County 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 and address listed below for Contractor. Contractor may change the person and/or address that notice shall be given to by providing the name of the new person and/or address to the County in writing.

13.2 **By Contractor:** Contractor may terminate this Contractor Agreement at any time and for any reason, including convenience, upon sending written notice to County. The effective date of termination shall be seven business days after sending the notice, or a later date if clearly stated in the written notice.

14. **Notices:** Notices given under this Contractor Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

14.1 If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

14.2 If Notice is sent to Contractor, it shall be addressed to the person and address listed below for Contractor.

14.3 Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

15. **Cumulative Remedies:** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

16. **Governing Law/ Consent to Jurisdiction and Venue:** This Contractor Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Any action brought to enforce, interpret, or decide any claim arising under or related to this Contractor Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District

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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.

17. **Modifications or Amendments:** Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.
18. **Interpretation of Agreement:** The language of this Contractor Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
19. **Waiver:** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
20. **Severability:** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
21. **Entire Agreement:** This Contractor Agreement represents the entire agreement between the Parties and supersedes any and all other communications, prior, contemporaneous or subsequent.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Contractor Agreement. The persons signing this Contractor Agreement on behalf of each Party have legal authority to sign this Contractor Agreement and bind the Parties to the terms and conditions contained herein.

**FOR COUNTY:**

Executed by: \_\_\_\_\_

Date: \_\_\_\_\_

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

**FOR CONTRACTOR:**

\_\_\_\_\_  
(Signature of Contractor's Authorized Representative)

\_\_\_\_\_  
(Printed name)

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\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Address continued)

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**APPENDIX A**

**CONTRACTOR INSURANCE REQUIREMENTS**

During this Contractor Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims. The insurance shall be written for not less than any minimum coverage herein specified.

**Primary Coverages**

**Commercial General Liability Occurrence Form** including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contractor Agreement;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. Contractor must also satisfy one of the following:

1. Fully Insured or State approved self-insurer; or
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contractor Agreement.

**Commercial Umbrella/Excess Liability Insurance** with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

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**Supplemental Coverages Required:**

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate; and
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

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**General Insurance Conditions**

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

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

**INTRODUCTION**

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

County entered into a contract (Contract No. 004939) with Pictometry International Corp. ("Pictometry"), which contains several license agreements ("License Agreements"), to which County will provide Public Body with access. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement ("Licensed Products"), which is attached and incorporated into this Exhibit as Attachment A.

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

**1. OAKLAND COUNTY RESPONSIBILITIES**

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County's Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement (which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

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**PICTOMETRY LICENSED PRODUCTS**

**2. PUBLIC BODY RESPONSIBILITIES**

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. County will provide Public Body with access to amendments to the License Agreements that are applicable to Public Body's access to or use of the Licensed Products. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.
- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, to which County will provide Public Body with access. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements.

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

Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.

- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

**3. SUPPORT**

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

**4. SERVICE AND SUPPORT COSTS**

There is no cost to Public Body for this service.

**5. LICENSED USE AND ACCESS**

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

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I.T. SERVICES AGREEMENT  
PICTOMETRY LICENSED PRODUCTS

**PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT**

Authorized Subdivision Name: \_\_\_\_\_

Authorized Subdivision Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Subdivision Email Address: \_\_\_\_\_

Authorized Subdivision Phone Number: \_\_\_\_\_

Authorized Subdivision Attn: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

ATTACHMENT A

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

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

**Authorized Subdivision**

**Pictometry International Corp.**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

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

**PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT**

Contractor Name: \_\_\_\_\_

Type of Contractor entity: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Governmental Entity that Contractor is performing work on behalf of: \_\_\_\_\_

Contractor Attn: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Term: \_\_\_\_\_

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

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

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

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

Contractor agrees as follows:

**1 Grants of Rights; Restrictions on Use**

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

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

## ATTACHMENT B

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

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

## 2 Disclaimers

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

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

**3 Warranty**

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

**4 Limitation of Liability**

**4.1** No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.

**4.2** "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third-party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third-party supplier of any Pictometry Licensed Products or third-party alliance entity and their affiliates.

**4.3** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.

**4.4** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

**5 Miscellaneous**

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

ATTACHMENT B

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

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

**Contractor**

**Pictometry International Corp.**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

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

# Exhibit B

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

**RESOLUTION TO APPROVE IT SERVICES AGREEMENT**

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: \_\_\_\_\_.

**WHEREAS**, the Township wishes to enter into a new contract with Oakland County in order to provide the Township with IT services.

**WHEREAS**, Oakland County has provided a new Contract for IT services for a term of five (5) years.

**WHEREAS**, the Board of Trustees has had the opportunity to review the Agreement and has found that changes from the previous contract are non-material and that it meets the requirements of the Township.

**NOW, THEREFORE, BE IT RESOLVED** that the Charter Township of Oxford Board of Trustees does hereby approve the IT Services Agreement by and between the County of Oakland and the Charter Township of Oxford, and authorizes the Township Clerk to certify and file the same and authorize the Township Supervisor to execute the IT Services Agreement.

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 \_\_\_\_ day of January, 2024.

---

Curtis W. Wright, Clerk Charter  
Township of Oxford

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 \_\_\_\_ day of January, 2024

---

Curtis W. Wright, Clerk Charter  
Township of Oxford

Date: January 10, 2024

To: Board of Trustees

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

Re: Camp Oakland Valve Vault Replacements

Dear Board Members:

The Camp Oakland Sanitary Sewer Pump Station replacement will be starting in early 2024. Sharpe Engineering is recommending to replace the existing vault valves.

Attached is an email with comments and photos of the existing vault valves from Engineer Jim Sharpe, and the cost to remove and replace the existing vault valves.

The Oxford Township Water and Sewer Committee is recommending approval to replace these vault valves.

If the Township Board is in favor to move forward, the following motion is offered for consideration:

**I move to approve an amount not to exceed \$50,000.00 for the removal and replacement of vault valves as part of the Camp Oakland Sanitary Sewer Pump Station project.**

## Curtis Wright

---

**From:** jim@sharpe-engineering.com  
**Sent:** Thursday, January 4, 2024 2:29 PM  
**To:** Curtis Wright  
**Cc:** Jack Curtis; Jon Nold; M. Drew Sandahl (sandahlm@oakgov.com)  
**Subject:** Camp Oakland Pump Station/ valve vault addition  
**Attachments:** Camp Oakland PS - Valve Vault add-on.pdf

Curtis,

Attached is the proposed pricing to upgrade the components within the Camp Oakland Pump Station valve vault.

As discussed at the last water/sewer committee meeting, although functional, the existing valves and piping within the vault have shifted, are rusted, and are showing signs of wear and tear over the 30+ years they have been in use. Since the entire wet well and pumps are being upgraded, it does make sense to upgrade the components in the valve vault at the same time a) because we will be bypassing the vault components during construction of the wet well and b) so that all the components associated with the pump station will be on the same maintenance schedule moving forward.

If approved by the Twp Board, this work would simply be added as a change order to Trojan Development's contract.

Jim Sharpe, PE  
248.877.2102









# Trojan Development Company, Inc.

2260 Metamora Rd, Oxford, MI 48371

P.O. Box 534

General Contractors

Oxford Township, Camp Oakland CO #2

12/21/2023

## Additional cost to Remove and replace Valve vault piping and valves, including Exterior Mech. Joint piping to force main

This valve vault is setup with the 6" piping going straight through the VV to a 10" DI header buried outside the vault. The as built plans show 6" to 10" tee's and 90 degree fittings to be push joint. The exterior header has settled causing misalignment of the 6" flex couplings inside the vault. This would mean the thrust blocks have moved and possibly were not poured against virgin ground. In order to replace the valve vault interior piping properly the exterior piping must be redone. In our opinion the exterior 10" header tied to the 6" pump discharge lines needs be replaced with restrained mechanical joint fittings, including thrust blocks. The condition of the VV interior valves and piping is shown by its pictures.

Material, Labor & Equipment Description	amount	Units	Operating/unit/ installation cost	Hourly Rental/labor rates	Totals
6" MJ solid sleeve long body	3	EA	\$ 105.00	\$ -	\$ 315.00
6" MJ 90 deg. Bene C153	1	EA	\$ 125.00	\$ -	\$ 125.00
6" DIP, CI 52, 16' long	16	LF	\$ 35.00	\$ -	\$ 560.00
10" DIP, CI 52, 16' long	16	LF	\$ 47.25	\$ -	\$ 756.00
10"x 6" MJ TEE C153	4	EA	\$ 286.00	\$ -	\$ 1,144.00
10"x 6" MJ 90 degree bend C153	1	EA	\$ 558.00	\$ -	\$ 558.00
10" MJ solid sleeve long body	2	EA	\$ 220.00	\$ -	\$ 440.00
10" MJ megalugs EBAA	14	EA	\$ 88.00	\$ -	\$ 1,232.00
10" MJ accessory sets w corton blue tee bolts & nuts	14	EA	\$ 62.00	\$ -	\$ 868.00
6" MJ megalugs EBAA	10	EA	\$ 42.00	\$ -	\$ 420.00
6" MJ accessory sets w corton blue tee bolts & nuts	10	EA	\$ 58.00	\$ -	\$ 580.00
10" DI MJ RW OL Gate valve 2" nut on HW) (AFC, EJ, US Pipe ,Mueller or equal)w valve box (Force main Isolation valve)	1	EA	\$ 2,467.00	\$ -	\$ 2,467.00
4" DI Flg RW OL Gate valve (W hand wheel & 2" nut on HW) (AFC, EJ, US Pipe ,Mueller or equal)	1	EA	\$ 575.00	\$ -	\$ 575.00
6" DI Flg RW OL Gate valve (W hand wheel & 2" nut on HW) (AFC, EJ, US Pipe ,Mueller or equal)	4	EA	\$ 935.00	\$ -	\$ 3,740.00
6" Flg. Check valve outside weight and lever. (Valmatic 7800, Mueller 8001A, M&H C508 or equal)	3	EA	\$ 2,175.00	\$ -	\$ 6,525.00
6"x 150# flg con. Corton blue bolts & nuts W 1/8 FF RR Flg gaskets (Flg packs)	11	EA	\$ 58.00	\$ -	\$ 638.00
4"x 150# flg con. Corton blue Bolts & nuts W 1/8 FF RR Flg gaskets (Flg packs)	3	EA	\$ 42.00	\$ -	\$ 126.00
6"x 4" Flg tee DIP Primed w SW	1	EA	\$ 320.00	\$ -	\$ 320.00
Link Seal	30	EA	\$ 13.75	\$ -	\$ 412.50
6"x 7'-0" Flg x PE CL 53 DIP Primed w SW	7	EA	\$ 725.00	\$ -	\$ 5,075.00
Pressure gage 0-60 PSI	3	EA	\$ 125.00	\$ -	\$ 375.00
LF 1/2" CC x MIP CORP Ball ST	3	EA	\$ 41.50	\$ -	\$ 124.50
Adjustable SS Pipe supports	6	EA	\$ 225.00	\$ -	\$ 1,350.00
Misc. paint, grout, equip. and materials	1	ls	\$ 1,150.00	\$ -	\$ 1,150.00
Foreman @ \$65.19/hr.	45	hr.		\$ 65.19	\$ 2,933.55
Laborer @ \$39.55/hr.	80	hr.		\$ 39.55	\$ 3,164.00
Operator @ \$54.98/hr.	40	hr.		\$ 54.98	\$ 2,199.20
Case 721B Loader	16	hr.	\$ 35.10	\$ 34.00	\$ 1,105.60
Cat 314 excavator	32	hr.	\$ 53.36	\$ 30.83	\$ 2,694.08
GMC Truck 3/4 ton	4	hr.	\$ 17.15	\$ 10.20	\$ 109.40
			Sub total		\$ 42,081.83
			Overhead/Supervision, Bonds, Insurance,		\$ 6,312.27
			Total cost		\$ 48,394.10

Date: January 10, 2024

To: Board of Trustees

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

Re: Creation of a Personnel Committee

Dear Board Members:

The Compensation Committee met on January 3, 2024 to review proposed amendments to the Oxford Township Employee Handbook and to review several other documents that will require Township Board approval.

As part of the discussion, the consensus of the Compensation Committee was the following documents to be recommended for Township Board approval are Personnel related and not the charge or responsibility of the Compensation Committee to address them:

- Oxford Township Employee Handbook
- Resolution to Establish a Policy for Standards regarding Board of Trustees Sub Committees
- Board of Trustees Policy for the Creation of Sub-Committees
- Resolution to Establish a Policy for Standards regarding Assignment and Compensation for Board Member Performance of Non-Statutory Duties
- Board of Trustees Policy for the Non-Statutory Duties Compensation for Charter Township of Oxford Board of Trustees
- Charter Township of Oxford Commission and Committee Application
- Oxford Township Board of Trustees Standard Operation Procedure Sub-Committee, and Commission Application Process

Also, there are several other personnel items to address and it needs to be determined who is responsible to address these issues.

Per MCL 42.10(m) the township supervisor shall exercise the following duty *"To assume all the duties and responsibilities as personnel director of all township employees or delegate such duties to some other officer or employee."*

For clarification, Township Board approval or direction is necessary for the personnel items for which the supervisor is responsible to address.

In order to resolve the uncertainties, the following motion is offered:

**I move to create a Personnel Committee and appoint \_\_\_\_\_  
as members of the Personnel Committee to review, at a minimum,  
the following documents:**

- **Oxford Township Employee Handbook;**
- **Resolution to Establish a Policy for Standards regarding Board of Trustees Sub Committees;**
- **Board of Trustees Policy for the Creation of Sub-Committees;**
- **Resolution to Establish a Policy for Standards regarding Assignment and Compensation for Board Member Performance of Non-Statutory Duties;**
- **Board of Trustees Policy for the Non-Statutory Duties Compensation for Charter Township of Oxford Board of Trustees;**
- **Charter Township of Oxford Commission and Committee Application;**
- **Oxford Township Board of Trustees Standard Operation Procedure Sub-Committee, and Commission Application Process;**

**and further, the Personnel Committee is to:**

- **define the Supervisor's responsibilities as the personnel director per MCL 42.10(m) and determine whether any of these personnel responsibilities should be assigned to other Oxford Township elected Officials or employees;**

**and provide recommendations for approval at the February 14, 2024 Oxford Township Board Meeting.**