

HOLLY TOWNSHIP  
PROPOSED AGENDA  
Board of Trustees Regular Meeting  
August 20, 2025 6:30 PM  
Holly Township Hall (Upstairs)  
102 Civic Dr. Holly, Michigan 48442

CALL TO ORDER – PLEDGE OF ALLEGIANCE

ROLL CALL:   George Kullis       Karin Winchester   Jennifer Ryan   Derek Burton  
                  Ryan Matson       Michael McCanney   Richard Kinnamon

AGENDA APPROVAL

CONSENT AGENDA:

1. Approval of Regular Meeting Minutes – July 16, 2025.
2. Approval of Financial Statement – July 2025.
3. Approval of Bills for Payment – August 2025
4. Receipt of Routine Reports:
  1. N.O.C.F.A. Minutes – None.
  2. Planning Commission Minutes – July 9, 2025.
  3. Building Permits – July 2025.
  4. Treasurer's Annual and Quarterly Report – None.
5. Communications: None.

All items listed under "Consent Agenda" are considered to be routine, and non-controversial, do not require discussion by the Township Board and will be approved by one motion. There will be no separate discussion. If discussion is desired on an item, that item will be removed from the consent agenda and will automatically be moved to the last item under New Business.

PUBLIC HEARINGS: None.

PRESENTATIONS: None.

REPORTS:       TRUSTEES       CLERK       TREASURER       SUPERVISOR

PUBLIC COMMENT on Agenda Items Only. Members of the public can address the Board, on agenda items only, once recognized by the Supervisor. Comments are limited to a maximum of 3 minutes. The board may extend this time by a majority vote. Prior to addressing the board, members of the public shall state their name and address for the record. A second public comment is available after New Business for all other comments. Thank you for your cooperation.

OLD BUSINESS

1. Village City Incorporation/Township Options.

NEW BUSINESS

1. Appointment of Holly Area Youth Assistance Liason – Term Ending 11-20-28.
2. Appointment of Board of Review Alternate - Term Ending 12-31-27.
3. Rose Hill Charitable Gaming License – Proposed Resolution 2025-16.
4. 2025-2028 Assessing Contract Proposals.
5. PC Workstations Replacement Proposal.
6. 2025-2026 Budget Amendments – Proposed Resolution 2025-17.
7. 2025-2026 S. Flint Gravel Permit.

PUBLIC COMMENT

ADJOURNMENT



Holly Township  
Board of Trustees Regular Meeting  
Minutes of July 16, 2025

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**CALL TO ORDER:** Supervisor Kullis called the Regular Meeting of the Holly Township Board of Trustees to order at 6:30 pm located at the Holly Township Offices (Upstairs), 102 Civic Drive, Holly, Michigan 48442.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Members Present**

George Kullis  
Karin Winchester  
Jennifer Ryan  
Derek Burton  
Michael McCanney  
Richard Kinnamon

**Members Absent**

None

**Others Present**

Lisa Hamameh, Attorney

**AGENDA APPROVAL**

- **Motion by Clerk Winchester to approve the agenda as amended. Supported by Trustee Burton. A voice vote was taken. All present voted yes. The motion carried 7/0.**

**CONSENT AGENDA:**

1. ~~Approval of Regular Meeting Minutes—May 21, 2025.~~
2. Approval of Financial Statement – June 2025.
3. Approval of Bills for Payment – July 2025
4. Receipt of Routine Reports:
  1. N.O.C.F.A. Minutes – June 24, 2025.
  2. Planning Commission Minutes – June 11, 2025..
  3. Building Permits – June 2025.
  4. Treasurer's Annual and Quarterly Report – June 30, 2025.
5. Communications: None.

Trustee Burton requested to move the regular meeting minutes from June 18, 2025, to item number 4 under new business for further discussion.

- **Motion by Clerk Winchester to approve the Consent Agenda as amended. Supported by Trustee Matson. A roll call vote was taken. All present voted yes. The motion carried 7/0.**

**PUBLIC HEARINGS:** None.

**PRESENTATIONS:** None.

Supervisor Kullis noted that HRC was scheduled to be present but had scheduling conflicts. A separate meeting will be scheduled to discuss the new building project.

**REPORTS**

Trustee Kinnamon

- Sidewalk sales in downtown Holly on July 25, 26, and 27.

- Blues, Brews, and Barbecue event on Saturday, August 2, coordinated with the Moose Lodge. Advance tickets are available for \$20 at the chamber office, Winglemire Furniture, or the Moose Lodge. Tickets will be \$25 at the door. The event includes food, a drink coupon, and the option to reserve a table for 8 under the tent.

Trustee McCanney

- Krane Heating and Cooling on Fish Lake and Grange Hall came before the Planning Commission and they need to return with a more robust package detailing construction plans.
- He would like to implement a color palette for the township to encourage more diverse building colors beyond gray and white.

Trustee Burton

- Reported that he would no longer be able to attend the Holly Area Youth Board meetings due to a schedule change. The meetings have reverted to their original time of 3:00 or 3:30 PM on the first Thursday of each month. He suggested that the board consider appointing a new representative to attend these meetings. Treasurer Ryan said she would be able to fill that position.
- Golf clinic being conducted by the Holly varsity golf coach on Wednesdays at Heather Highlands. The clinic serves as a fundraiser for the varsity golf program, with sessions for different age groups at a cost of \$30 per student.

Trustee Matson

- Trustee Matson mentioned his upcoming 5-year wedding and 10-year anniversary with his wife, expressing gratitude for her positive impact on his life.

Treasurer Ryan

- Treasurer Ryan reminded residents that summer tax bills are now available and can be paid starting July 1. She clarified that the bills are due by September 14, 2025 but can be paid at the township office through the end of February with added interest for late payments.
- Treasurer's office would be closed the following day.

Clerk Winchester – No Report.

Supervisor Kullis

- Enforcement issues were being addressed around the township.
- A concern raised by Mr. Stevens was registered with the state police.
- Progress on the farmstead barn restoration was ongoing, with Dean Sutton working on securing the roof structure.
- A meeting was held with Dean Sutton, HRC, and building inspector Scott Herzberg regarding the farmstead project, which ended positively.
- He commented on the recent decision by the village council not to appoint Amy Hillman as the DDA director, despite earlier announcements. He expressed disappointment with the reasoning provided in a newspaper article, which cited Hillman's close relationship with himself as a factor.

**PUBLIC COMMENT** – None.



**OLD BUSINESS – None.****NEW BUSINESS****1. Charter Township/Detachment.**

Supervisor Kullis led a discussion on the potential charter township status, village detachment, and cityhood for Holly. He emphasized the need for comprehensive information to be made available to the public regarding these options. The board discussed various aspects, including:

- The process for the village to become a city and its potential impact on taxes.
- The possibility of annexation and its effects on both village and township residents.
- The need for a clear understanding of the benefits and drawbacks of each option.
- Concerns about the financial implications, including police services and road maintenance.

The board agreed to compile questions and concerns to be sent to the township attorney, Lisa, for review and preparation of a report. This report would be discussed in a closed session at a future meeting due to its privileged nature. The board expressed urgency in addressing this matter, given the village's ongoing efforts towards cityhood.

The Board took No Action.

**NEW BUSINESS****1. EGLE Community Energy Management Agreement.**

Treasurer Ryan explained the grant, which is federally funded. The grant budget includes an energy audit, energy efficiency upgrades for the existing building, a new electric vehicle, and electric vehicle charging stations at the new location for both township and resident vehicles.

- **Motion by Clerk Winchester to approve the EGLE Community Energy Management Agreement and Authorize the Supervisor to sign the Agreement. Supported by Trustee Kinnamon. A roll call vote was taken. All present voted yes. The motion carried 7/0.**

**2. Confirm Special Assessment Roll for Fire and Emergency Services – Proposed Resolution 2025-15.**

The board reviewed the annual resolution to confirm the special assessment for fire and emergency services at a millage rate of 4.2.

- **Motion by Trustee Kinnamon to approve the Proposed Resolution 2025-15 – Confirming the Special Assessment Roll for Fire and Emergency Services. Supported by Trustee Matson. A roll call vote was taken. All present voted yes. The motion carried 7/0.**

**3. Riverside North Agreement.**

Supervisor Kullis reported on negotiations with the developers of Riverside North. He stated that despite two months of discussions, they had reached an impasse. The developers sent a letter from their attorney, leading Kullis to seek board approval for potential legal action.

Township Attorney Lisa explained that the developers have taken the position that they are not responsible for certain aspects of the development, contrary to the township's interpretation of existing documents. She noted that a draft agreement allowing the use of remaining bonds for completion was rejected by the developers.

- **Motion by Clerk Winchester to authorize the township supervisor to attempt to negotiate a contract acceptable to both parties, and if not, to initiate litigation. Supported by Trustee Kinnamon. A roll call vote was taken. All present voted yes. The motion carried 7/0.**

4. June 18, 2025 Minutes.

The board reviewed the minutes from the June 18, 2025 meeting, noting a few corrections regarding the attribution of motions and comments to the correct board members.

- **Motion by Clerk Winchester to approve June 18, 2025 minutes as amended. Supported by Trustee Kinnamon. A voice vote was taken. All present voted yes. The motion carried 7/0.**

## **PUBLIC COMMENT**

Erick Fair, 2109 Middle Ridge addressed the board.  
Martin Andreski, 2105 Middle Ridge addressed the board.

**ADJOURNMENT** – Supervisor Kullis adjourned the meeting at 7:32 pm.

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Karin Winchester, Clerk

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE 07/31/2025	ACTIVITY FOR MONTH 07/31/2025	AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	INCREASE (DECREASE)	
Fund 101 - GENERAL FUND								
Revenues								
Dept 000 - GENERAL								
101-000-402-000	CURRENT TAX COLLECTION	487,065.00	0.00	0.00	0.00	487,065.00	0.00	0.00
101-000-434-000	MOBILE HOME FEES	1,800.00	0.00	0.00	0.00	1,800.00	0.00	0.00
101-000-445-000	PENALTIES & INTEREST	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
101-000-447-000	ADMINISTRATIVE FEE	175,919.00	7,108.61	7,108.61	7,108.61	168,810.39	4.04	4.04
101-000-448-000	SCHOOL COLLECTION	64,082.00	26,299.50	26,299.50	26,299.50	37,782.50	41.04	41.04
101-000-477-000	FRANCHISES FEES	58,000.00	52.65	52.65	52.65	57,947.35	0.09	0.09
101-000-522-000	COMMUNITY DEVELOPMENT - CDBG	6,650.00	0.00	0.00	0.00	6,650.00	0.00	0.00
101-000-528-000	FEDERAL GRANT - ARPA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000-573-000	LOCAL COMMUNITY STABILIZATION	1,800.00	11.88	11.88	11.88	1,788.12	0.66	0.66
101-000-574-000	STATE SHARED REVENUES	668,100.00	0.00	0.00	0.00	668,100.00	0.00	0.00
101-000-628-000	ZONING FEES	750.00	0.00	0.00	0.00	750.00	0.00	0.00
101-000-629-000	MINING FEES	5,750.00	0.00	0.00	0.00	5,750.00	0.00	0.00
101-000-630-000	PLANNING FEES	750.00	0.00	0.00	0.00	750.00	0.00	0.00
101-000-631-000	COPIES & PRINTED MATERIALS	300.00	28.00	28.00	28.00	272.00	9.33	9.33
101-000-665-000	INTEREST	25,000.00	3,101.97	3,101.97	3,101.97	21,898.03	12.41	12.41
101-000-670-000	BUILDING DEPT COST REIMBURSEMENT	65,766.00	5,480.50	5,480.50	5,480.50	60,285.50	8.33	8.33
101-000-671-000	BUILDING DEPARTMENT LEASE	18,000.00	1,500.00	1,500.00	1,500.00	16,500.00	8.33	8.33
101-000-677-000	NOCFA ADVANCE PAYMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101-000-678-000	MISCELLANEOUS	500.00	0.00	0.00	0.00	500.00	0.00	0.00
101-000-679-000	COMMISSIONS	3,850.00	0.00	0.00	0.00	3,850.00	0.00	0.00
101-000-693-000	SALE OF ASSETS	400,000.00	0.00	0.00	0.00	400,000.00	0.00	0.00
101-000-696-000	PROCEEDS FROM SALE OF BONDS	3,042,437.00	0.00	0.00	0.00	3,042,437.00	0.00	0.00
101-000-699-390	TRANSFER FROM FUND BALANCE	144,775.00	0.00	0.00	0.00	144,775.00	0.00	0.00
Total Dept 000 - GENERAL		5,172,794.00	43,583.11	43,583.11	43,583.11	5,129,210.89	0.84	0.84
TOTAL REVENUES		5,172,794.00	43,583.11	43,583.11	43,583.11	5,129,210.89	0.84	0.84
Expenditures								
Dept 101 - TOWNSHIP TRUSTEES								
101-101-702-000	SALARIES	13,400.00	0.00	0.00	0.00	13,400.00	0.00	0.00
101-101-715-000	SOCIAL SECURITY	1,025.00	0.00	0.00	0.00	1,025.00	0.00	0.00
101-101-830-000	DUES, SUBS & TUITION	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
101-101-860-000	MILEAGE REIMBURSEMENT	500.00	0.00	0.00	0.00	500.00	0.00	0.00
Total Dept 101 - TOWNSHIP TRUSTEES		15,925.00	0.00	0.00	0.00	15,925.00	0.00	0.00
Dept 171 - SUPERVISOR								
101-171-702-000	SALARIES	82,033.00	6,836.08	6,836.08	6,836.08	75,196.92	8.33	8.33
101-171-713-000	HEALTH OPT OUT PAYMENT	4,800.00	400.00	400.00	400.00	4,400.00	8.33	8.33
101-171-715-000	SOCIAL SECURITY	6,645.00	553.56	553.56	553.56	6,091.44	8.33	8.33
101-171-830-000	DUES, SUBS & TUITION	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00
101-171-860-000	MILEAGE REIMBURSEMENT	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
101-171-861-000	LODGING & EXPENSES	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
Total Dept 171 - SUPERVISOR		96,978.00	7,789.64	7,789.64	7,789.64	89,188.36	8.03	8.03
Dept 172 - SUPERVISOR ADMINISTRATOR I								
101-172-702-000	SALARIES	60,827.00	5,068.92	5,068.92	5,068.92	55,758.08	8.33	8.33
101-172-715-000	SOCIAL SECURITY	4,653.00	387.77	387.77	387.77	4,265.23	8.33	8.33
101-172-830-000	DUES, SUBS & TUITION	1,500.00	0.00	0.00	0.00	1,500.00	0.00	0.00

PERIOD ENDING 07/31/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 07/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101-172-860-000	MILEAGE REIMBURSEMENT	1,000.00	0.00	0.00	1,000.00	0.00
101-172-861-000	LODGING & EXPENSES	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 172 - SUPERVISOR ADMINISTRATOR I						
		68,980.00	5,456.69	5,456.69	63,523.31	7.91
Dept 215 - CLERK						
101-215-702-000	SALARIES	82,033.00	6,836.08	6,836.08	75,196.92	8.33
101-215-715-000	SOCIAL SECURITY	6,276.00	522.96	522.96	5,753.04	8.33
101-215-830-000	DUES, SUBS & TUITION	1,500.00	0.00	0.00	1,500.00	0.00
101-215-860-000	MILEAGE REIMBURSEMENT	1,000.00	0.00	0.00	1,000.00	0.00
101-215-861-000	LODGING & EXPENSES	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 215 - CLERK						
		91,809.00	7,359.04	7,359.04	84,449.96	8.02
Dept 216 - CLERK ADMINISTRATION						
101-216-702-000	SALARIES	60,827.00	5,068.92	5,068.92	55,758.08	8.33
101-216-703-000	DEPUTY SALARY	1,200.00	100.00	100.00	1,100.00	8.33
101-216-715-000	SOCIAL SECURITY	4,746.00	395.42	395.42	4,350.58	8.33
101-216-830-000	DUES, SUBS & TUITION	1,500.00	0.00	0.00	1,500.00	0.00
101-216-860-000	MILEAGE REIMBURSEMENT	1,000.00	0.00	0.00	1,000.00	0.00
101-216-861-000	LODGING & EXPENSES	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 216 - CLERK ADMINISTRATION						
		70,273.00	5,564.34	5,564.34	64,708.66	7.92
Dept 247 - BOARD OF REVIEW						
101-247-702-000	SALARIES	1,500.00	38.00	38.00	1,462.00	2.53
101-247-715-000	SOCIAL SECURITY	115.00	2.91	2.91	112.09	2.53
101-247-830-000	DUES, SUBS & TUITION	500.00	0.00	0.00	500.00	0.00
101-247-860-000	MILEAGE REIMBURSEMENT	300.00	0.00	0.00	300.00	0.00
101-247-861-000	LODGING & EXPENSES	0.00	0.00	0.00	0.00	0.00
Total Dept 247 - BOARD OF REVIEW						
		2,415.00	40.91	40.91	2,374.09	1.69
Dept 253 - TREASURER						
101-253-702-000	SALARIES	82,033.00	6,836.08	6,836.08	75,196.92	8.33
101-253-715-000	SOCIAL SECURITY	6,276.00	522.96	522.96	5,753.04	8.33
101-253-830-000	DUES, SUBS & TUITION	1,500.00	0.00	0.00	1,500.00	0.00
101-253-860-000	MILEAGE REIMBURSEMENT	1,000.00	0.00	0.00	1,000.00	0.00
101-253-861-000	LODGING & EXPENSES	1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 253 - TREASURER						
		91,809.00	7,359.04	7,359.04	84,449.96	8.02
Dept 255 - TREASURER ADMINISTRATION						
101-255-702-000	SALARIES	54,546.00	4,545.50	4,545.50	50,000.50	8.33
101-255-703-000	DEPUTY SALARY	1,200.00	100.00	100.00	1,100.00	8.33
101-255-715-000	SOCIAL SECURITY	4,264.00	355.38	355.38	3,908.62	8.33
101-255-830-000	DUES, SUBS & TUITION	1,500.00	0.00	0.00	1,500.00	0.00
101-255-860-000	MILEAGE REIMBURSEMENT	1,000.00	0.00	0.00	1,000.00	0.00
101-255-861-000	LODGING & EXPENSES	1,000.00	0.00	0.00	1,000.00	0.00

PERIOD ENDING 07/31/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 07/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 255 - TREASURER ADMINISTRATION		63,510.00	5,000.88	5,000.88	58,509.12	7.87
Dept 257 - ASSESSING						
101-257-802-000	CONTRACTED SERVICES	127,537.00	0.00	0.00	127,537.00	0.00
Total Dept 257 - ASSESSING		127,537.00	0.00	0.00	127,537.00	0.00
Dept 261 - CODE ENFORCEMENT						
101-261-802-000	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00
Total Dept 261 - CODE ENFORCEMENT		0.00	0.00	0.00	0.00	0.00
Dept 262 - ELECTIONS						
101-262-708-000	ELECTION SALARIES	35,000.00	0.00	0.00	35,000.00	0.00
101-262-740-000	OPERATING EXPENSES	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 262 - ELECTIONS		55,000.00	0.00	0.00	55,000.00	0.00
Dept 265 - TOWNSHIP PROPERTIES						
101-265-850-000	TELEPHONE	6,500.00	195.04	195.04	6,304.96	3.00
101-265-920-000	UTILITIES	10,800.00	0.00	0.00	10,800.00	0.00
101-265-930-000	MAINTENANCE & REPAIRS	50,000.00	1,872.60	1,872.60	48,127.40	3.75
Total Dept 265 - TOWNSHIP PROPERTIES		67,300.00	2,067.64	2,067.64	65,232.36	3.07
Dept 267 - ARPA OPERATING EXPENSES						
101-267-740-000	ARPA OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00
Total Dept 267 - ARPA OPERATING EXPENSES		0.00	0.00	0.00	0.00	0.00
Dept 272 - GENERAL SERVICES						
101-272-710-000	PENSION	48,553.00	3,605.83	3,605.83	44,947.17	7.43
101-272-720-000	HEALTH/LIFE INSURANCE	95,366.00	11,966.40	11,966.40	83,399.60	12.55
101-272-737-000	RETIREMENT HEALTH CARE FUNDING	0.00	0.00	0.00	0.00	0.00
101-272-740-000	OPERATING EXPENSES	35,000.00	518.50	518.50	34,481.50	1.48
101-272-801-000	ACCOUNTANT/AUDITOR	19,500.00	0.00	0.00	19,500.00	0.00
101-272-802-000	CONTRACTED SERVICES	2,000.00	0.00	0.00	2,000.00	0.00
101-272-804-000	ATTORNEY	50,000.00	0.00	0.00	50,000.00	0.00
101-272-816-000	COMPUTER MAINTENANCE	40,000.00	10,770.05	10,770.05	29,229.95	26.93
101-272-820-000	ORDINANCE CODIFICATION	7,000.00	0.00	0.00	7,000.00	0.00
101-272-830-000	DUES, SUBS & TUITION	8,000.00	7,737.54	7,737.54	262.46	96.72
101-272-900-000	LEGAL NOTICES	3,500.00	0.00	0.00	3,500.00	0.00
101-272-955-000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00
101-272-956-000	INSURANCE	14,550.00	14,555.00	14,555.00	(55.00)	100.38
101-272-971-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
101-272-991-000	DEBT SERVICE - TOWNSHIP HALL	200,840.00	0.00	0.00	200,840.00	0.00
101-272-995-206	TRANSFER TO FIRE SAD - ADVANCE	0.00	0.00	0.00	0.00	0.00
101-272-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
101-272-995-401	TO CAPITAL PROJECT FUND	3,583,697.00	0.00	0.00	3,583,697.00	0.00
101-272-995-404	TRANSFERS TO ROAD IMPROVEMENT FUND	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	07/31/2025 NORMAL (ABNORMAL)	07/31/2025 INCREASE (DECREASE)	07/31/2025 BALANCE NORMAL (ABNORMAL)				
Fund 101 - GENERAL FUND									
Expenditures									
Total Dept 272 - GENERAL SERVICES		4,108,456.00	49,153.32		49,153.32		4,059,302.68	1.20	
Dept 336 - PUBLIC SAFETY									
101-336-959-000	NOCFA CONTRIBUTION	0.00	0.00		0.00		0.00	0.00	
Total Dept 336 - PUBLIC SAFETY		0.00	0.00		0.00		0.00	0.00	
Dept 441 - PUBLIC WORKS									
101-441-821-000	CEMETERY	5,000.00	0.00		0.00		5,000.00	0.00	
101-441-822-000	CLEANUP DAYS	10,000.00	(500.00)		(500.00)		10,500.00	(5.00)	
101-441-824-000	PHRAGMITE CONTROL	0.00	0.00		0.00		0.00	0.00	
101-441-825-000	ROAD GRAVEL	25,000.00	20,216.00		20,216.00		4,784.00	80.86	
101-441-826-000	ROAD MAINT.-CHLORIDE	86,800.00	8,679.60		8,679.60		78,120.40	10.00	
101-441-990-000	N. HOLLY RD. PROJECT	37,500.00	0.00		0.00		37,500.00	0.00	
Total Dept 441 - PUBLIC WORKS		164,300.00	28,395.60		28,395.60		135,904.40	17.28	
Dept 660 - COMMUNITY SERVICES									
101-660-844-000	YOUTH ASSISTANCE	3,500.00	0.00		0.00		3,500.00	0.00	
Total Dept 660 - COMMUNITY SERVICES		3,500.00	0.00		0.00		3,500.00	0.00	
Dept 677 - GRANTS									
101-677-802-000	CONTRACTED SERVICES	0.00	0.00		0.00		0.00	0.00	
Total Dept 677 - GRANTS		0.00	0.00		0.00		0.00	0.00	
Dept 701 - PLANNING									
101-701-702-000	SALARIES	9,035.00	0.00		0.00		9,035.00	0.00	
101-701-715-000	SOCIAL SECURITY	692.00	0.00		0.00		692.00	0.00	
101-701-802-000	CONTRACTED SERVICES	2,000.00	0.00		0.00		2,000.00	0.00	
101-701-811-000	PLANNER SERVICES	54,000.00	0.00		0.00		54,000.00	0.00	
101-701-812-000	ENGINEER SERVICES	2,000.00	0.00		0.00		2,000.00	0.00	
101-701-830-000	DOES, SUBS & TUITION	1,000.00	452.13		452.13		547.87	45.21	
101-701-860-000	MILEAGE REIMBURSEMENT	500.00	0.00		0.00		500.00	0.00	
Total Dept 701 - PLANNING		69,227.00	452.13		452.13		68,774.87	0.65	
Dept 702 - ZONING ADMINISTRATION									
101-702-702-000	SALARIES	60,827.00	666.67		666.67		60,160.33	1.10	
101-702-715-000	SOCIAL SECURITY	4,653.00	51.00		51.00		4,602.00	1.10	
101-702-830-000	DOES, SUBS & TUITION	500.00	0.00		0.00		500.00	0.00	
101-702-860-000	MILEAGE REIMBURSEMENT	500.00	0.00		0.00		500.00	0.00	
101-702-861-000	LODGING & EXPENSES	800.00	0.00		0.00		800.00	0.00	
Total Dept 702 - ZONING ADMINISTRATION		67,280.00	717.67		717.67		66,562.33	1.07	
Dept 703 - COMMUNITY DEVELOPMENT									

PERIOD ENDING 07/31/2025

GSL NUMBER	DESCRIPTION	2025-26	YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	NORMAL	07/31/2025	07/31/2025	MONTH 07/31/2025	INCREASE (DECREASE)	NORMAL	
Fund 101 - GENERAL FUND									
Expenditures									
101-703-956-000	COMMUNITY DEVELOPMENT - CDBG	6,650.00		0.00		0.00		6,650.00	0.00
Total Dept 703 - COMMUNITY DEVELOPMENT		6,650.00		0.00		0.00		6,650.00	0.00
Dept 704 - ZONING BOARD OF APPEALS									
101-704-702-000	SALARIES	505.00		0.00		0.00		505.00	0.00
101-704-715-000	SOCIAL SECURITY	40.00		0.00		0.00		40.00	0.00
101-704-802-000	CONTRACTED SERVICES	300.00		0.00		0.00		300.00	0.00
101-704-830-000	DUES, SUBS & TUITION	500.00		322.87		322.87		177.13	64.57
101-704-860-000	MILEAGE REIMBURSEMENT	500.00		0.00		0.00		500.00	0.00
Total Dept 704 - ZONING BOARD OF APPEALS		1,845.00		322.87		322.87		1,522.13	17.50
TOTAL EXPENDITURES		5,172,794.00		119,679.77		119,679.77		5,053,114.23	2.31
Fund 101 - GENERAL FUND:									
TOTAL REVENUES		5,172,794.00		43,583.11		43,583.11		5,129,210.89	0.84
TOTAL EXPENDITURES		5,172,794.00		119,679.77		119,679.77		5,053,114.23	2.31
NET OF REVENUES & EXPENDITURES		0.00		(76,096.66)		(76,096.66)		76,096.66	100.00
BEG. FUND BALANCE		1,494,588.65		1,494,588.65					
NET OF REVENUES/EXPENDITURES - 2024-25				(306,225.79)				(306,225.79)	
END FUND BALANCE		1,494,588.65		1,112,266.20					

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 07/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 206 - FIRE AND EMERGENCY SPECIAL ASSESSMENT						
Revenues						
Dept 000 - GENERAL						
206-000-451-000	SPECIAL ASSESSMENT COLLECTION	1,239,746.00	0.00	0.00	1,239,746.00	0.00
206-000-665-000	INTEREST	100.00	2.50	2.50	97.50	2.50
206-000-678-000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
206-000-699-101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
206-000-699-390	TRANSFER FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - GENERAL						
		1,239,846.00	2.50	2.50	1,239,843.50	0.00
Dept 338 - FIRE AND EMERGENCY						
206-338-699-000	TRANSFERS FROM OTHER FUNDS	0.00	0.00	0.00	0.00	0.00
Total Dept 338 - FIRE AND EMERGENCY						
		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES						
		1,239,846.00	2.50	2.50	1,239,843.50	0.00
Expenditures						
Dept 338 - FIRE AND EMERGENCY						
206-338-740-000	OPERATING EXPENSES	1,100.00	(97.35)	(97.35)	1,197.35	(8.85)
206-338-802-000	CONTRACTED SERVICES	1,130,575.00	591,505.00	591,505.00	539,070.00	52.32
206-338-971-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
206-338-995-101	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
206-338-995-390	TRANSFER TO FUND BALANCE	108,171.00	0.00	0.00	108,171.00	0.00
Total Dept 338 - FIRE AND EMERGENCY						
		1,239,846.00	591,407.65	591,407.65	648,438.35	47.70
TOTAL EXPENDITURES						
		1,239,846.00	591,407.65	591,407.65	648,438.35	47.70
Fund 206 - FIRE AND EMERGENCY SPECIAL ASSESSMENT:						
TOTAL REVENUES						
TOTAL EXPENDITURES						
NET OF REVENUES & EXPENDITURES		1,239,846.00	2.50	2.50	1,239,843.50	0.00
BEG. FUND BALANCE		1,239,846.00	591,407.65	591,407.65	648,438.35	47.70
NET OF REVENUES/EXPENDITURES - 2024-25		0.00	(591,405.15)	(591,405.15)	591,405.15	100.00
END FUND BALANCE		432,912.49	13,298.66			
		432,912.49	(145,194.00)		13,298.66	



GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 07/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
<b>Fund 213 - PEG FUNDS</b>						
Revenues						
Dept 000 - GENERAL						
213-000-478-000	PEG FUNDS	6,400.00	21.08	21.08	6,378.92	0.33
213-000-665-000	INTEREST	6,000.00	365.51	365.51	5,634.49	6.09
213-000-699-390	TRANSFER FROM FUND BALANCE	108,232.00	0.00	0.00	108,232.00	0.00
Total Dept 000 - GENERAL		120,632.00	386.59	386.59	120,245.41	0.32
<b>TOTAL REVENUES</b>						
		120,632.00	386.59	386.59	120,245.41	0.32
Expenditures						
Dept 213 - PEG						
213-213-740-000	OPERATING EXPENSES	120,632.00	0.00	0.00	120,632.00	0.00
213-213-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 213 - PEG		120,632.00	0.00	0.00	120,632.00	0.00
<b>TOTAL EXPENDITURES</b>						
		120,632.00	0.00	0.00	120,632.00	0.00
<b>Fund 213 - PEG FUNDS:</b>						
TOTAL REVENUES		120,632.00	386.59	386.59	120,245.41	0.32
TOTAL EXPENDITURES		120,632.00	0.00	0.00	120,632.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	386.59	386.59	(386.59)	100.00
BEG. FUND BALANCE			98,559.06			
NET OF REVENUES/EXPENDITURES - 2024-25		98,559.06	8,587.41		8,587.41	
END FUND BALANCE		98,559.06	107,533.06			

PERIOD ENDING 07/31/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 07/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 214 - METRO ACT FUNDS						
Revenues						
Dept 000 - GENERAL						
214-000-572-000	METRO ACT PAYMENTS	8,000.00	0.00	0.00	8,000.00	0.00
214-000-665-000	INTEREST	4,400.00	346.62	346.62	4,053.38	7.88
214-000-699-390	TRANSFER FROM FUND BALANCE	109,631.00	0.00	0.00	109,631.00	0.00
Total Dept 000 - GENERAL		122,031.00	346.62	346.62	121,684.38	0.28
TOTAL REVENUES						
		122,031.00	346.62	346.62	121,684.38	0.28
Expenditures						
Dept 214 - METRO ACT						
214-214-740-000	OPERATING EXPENSES	122,031.00	0.00	0.00	122,031.00	0.00
214-214-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 214 - METRO ACT		122,031.00	0.00	0.00	122,031.00	0.00
TOTAL EXPENDITURES						
		122,031.00	0.00	0.00	122,031.00	0.00
Fund 214 - METRO ACT FUNDS:						
TOTAL REVENUES						
		122,031.00	346.62	346.62	121,684.38	0.28
TOTAL EXPENDITURES						
		122,031.00	0.00	0.00	122,031.00	0.00
NET OF REVENUES & EXPENDITURES						
		0.00	346.62	346.62	(346.62)	100.00
BEG. FUND BALANCE						
		97,843.52	97,843.52			
NET OF REVENUES/EXPENDITURES - 2024-25						
		97,843.52	17,404.79		17,404.79	
END FUND BALANCE						
			115,594.93			

User: KARIN

DB: Holly Township

PERIOD ENDING 07/31/2025

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE	% BDGT
		AMENDED BUDGET	NORMAL	07/31/2025	07/31/2025	MONTH 07/31/2025	INCREASE (DECREASE)	BALANCE	
				NORMAL (ABNORMAL)				NORMAL (ABNORMAL)	USED
Fund 249 - BUILDING									
Revenues									
Dept 000 - GENERAL									
249-000-476-000	LICENSES & PERMITS	100,000.00		13,793.78	13,793.78			86,206.22	13.79
249-000-665-000	INTEREST	1,649.00		288.85	288.85			1,360.15	17.52
249-000-699-390	TRANSFER FROM FUND BALANCE	34,617.00		0.00	0.00			34,617.00	0.00
Total Dept 000 - GENERAL		136,266.00		14,082.63	14,082.63			122,183.37	10.33
TOTAL REVENUES		136,266.00		14,082.63	14,082.63			122,183.37	10.33
Expenditures									
Dept 371 - BUILDING INSPECTION									
249-371-702-000	SALARIES	0.00		0.00	0.00			0.00	0.00
249-371-710-000	PENSION	0.00		0.00	0.00			0.00	0.00
249-371-715-000	SOCIAL SECURITY	0.00		0.00	0.00			0.00	0.00
249-371-720-000	HEALTH/LIFE INSURANCE	0.00		0.00	0.00			0.00	0.00
249-371-740-000	OPERATING EXPENSES	3,000.00		535.50	535.50			2,464.50	17.85
249-371-805-000	BUILDING INSPECTOR	25,000.00		3,251.33	3,251.33			21,748.67	13.01
249-371-806-000	ELECTRICAL INSPECTOR	8,000.00		405.00	405.00			7,595.00	5.06
249-371-807-000	MECHANICAL INSPECTOR	10,000.00		244.20	244.20			9,755.80	2.44
249-371-808-000	PLUMBING INSPECTOR	6,000.00		178.80	178.80			5,821.20	2.98
249-371-830-000	DUES, SUBS & TUITION	500.00		0.00	0.00			500.00	0.00
249-371-860-000	MILEAGE REIMBURSEMENT	0.00		0.00	0.00			0.00	0.00
249-371-941-000	LEASE PAYMENT	18,000.00		1,500.00	1,500.00			16,500.00	8.33
249-371-942-000	LABOR DUE TO GENERAL FUND	65,766.00		5,480.50	5,480.50			60,285.50	8.33
249-371-955-000	MISCELLANEOUS	0.00		0.00	0.00			0.00	0.00
249-371-995-390	TRANSFER TO FUND BALANCE	0.00		0.00	0.00			0.00	0.00
Total Dept 371 - BUILDING INSPECTION		136,266.00		11,595.33	11,595.33			124,670.67	8.51
TOTAL EXPENDITURES		136,266.00		11,595.33	11,595.33			124,670.67	8.51
Fund 249 - BUILDING:									
TOTAL REVENUES		136,266.00		14,082.63	14,082.63			122,183.37	10.33
TOTAL EXPENDITURES		136,266.00		11,595.33	11,595.33			124,670.67	8.51
NET OF REVENUES & EXPENDITURES		0.00		2,487.30	2,487.30			(2,487.30)	100.00
BEG. FUND BALANCE		137,558.17		137,558.17					
NET OF REVENUES/EXPENDITURES - 2024-25		(26,230.61)		(26,230.61)				(26,230.61)	
END FUND BALANCE		113,814.86		113,814.86					

PERIOD ENDING 07/31/2025

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 07/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 401 - CAPITAL IMPROVEMENT FUND						
Revenues						
Dept 000 - GENERAL						
401-000-665-000	INTEREST	0.00	4,240.43	4,240.43	(4,240.43)	100.00
401-000-699-000	TRANSFERS FROM OTHER FUNDS	3,752,003.00	0.00	0.00	3,752,003.00	0.00
401-000-699-390	TRANSFER FROM FUND BALANCE	1,247,997.00	0.00	0.00	1,247,997.00	0.00
Total Dept 000 - GENERAL		5,000,000.00	4,240.43	4,240.43	4,995,759.57	0.08
TOTAL REVENUES						
		5,000,000.00	4,240.43	4,240.43	4,995,759.57	0.08
Expenditures						
Dept 000 - GENERAL						
401-000-971-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - GENERAL		0.00	0.00	0.00	0.00	0.00
Dept 901 - CAPITAL IMPROVEMENT						
401-901-955-000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
401-901-971-000	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
401-901-973-000	TOWNSHIP HALL SERVICES & EXPENSES	5,000,000.00	0.00	0.00	5,000,000.00	0.00
401-901-974-000	FARMSTEAD PROJECT	0.00	0.00	0.00	0.00	0.00
401-901-995-390	TRANSFER TO FUND BALANCE	0.00	0.00	0.00	0.00	0.00
Total Dept 901 - CAPITAL IMPROVEMENT		5,000,000.00	0.00	0.00	5,000,000.00	0.00
TOTAL EXPENDITURES						
		5,000,000.00	0.00	0.00	5,000,000.00	0.00
Fund 401 - CAPITAL IMPROVEMENT FUND:						
TOTAL REVENUES						
		5,000,000.00	4,240.43	4,240.43	4,995,759.57	0.08
TOTAL EXPENDITURES						
		5,000,000.00	0.00	0.00	5,000,000.00	0.00
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		0.00	4,240.43	4,240.43	(4,240.43)	100.00
NET OF REVENUES/EXPENDITURES - 2024-25		749,931.17	749,931.17			
END FUND BALANCE		749,931.17	1,282,920.90		528,749.30	

GL NUMBER	DESCRIPTION	2025-26 AMENDED BUDGET	YTD BALANCE 07/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 07/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
Fund 403 - CAPITAL GRANT FUND						
Revenues						
Dept 000 - GENERAL						
403-000-665-000	INTEREST	0.00	461.18	461.18	(461.18)	100.00
403-000-674-000	CHARLES MOTT GRANT FUNDS	0.00	0.00	0.00	0.00	0.00
403-000-675-000	THE GLENMEDE TRUST GRANT FUNDS	0.00	0.00	0.00	0.00	0.00
403-000-679-000	COMMUNITY FOUNDATION	18,000.00	0.00	0.00	18,000.00	0.00
403-000-699-390	TRANSFER FROM FUND BALANCE	225,545.00	0.00	0.00	225,545.00	0.00
Total Dept 000 - GENERAL		243,545.00	461.18	461.18	243,083.82	0.19
TOTAL REVENUES		243,545.00	461.18	461.18	243,083.82	0.19
Expenditures						
Dept 903 - CAPITAL OUTLAY						
403-903-976-000	CAPITAL OUTLAY - CHARLES MOTT GRANT	0.00	0.00	0.00	0.00	0.00
403-903-977-000	CAPITAL OUTLAY - GLEN MEADE TRUST FUND	225,545.00	33,000.00	33,000.00	192,545.00	14.63
403-903-978-000	COMMUNITY FOUNDATION	18,000.00	0.00	0.00	18,000.00	0.00
Total Dept 903 - CAPITAL OUTLAY		243,545.00	33,000.00	33,000.00	210,545.00	13.55
TOTAL EXPENDITURES		243,545.00	33,000.00	33,000.00	210,545.00	13.55
Fund 403 - CAPITAL GRANT FUND:						
TOTAL REVENUES						
TOTAL EXPENDITURES		243,545.00	461.18	461.18	243,083.82	0.19
NET OF REVENUES & EXPENDITURES		243,545.00	33,000.00	33,000.00	210,545.00	13.55
BEG. FUND BALANCE						
NET OF REVENUES/EXPENDITURES - 2024-25		243,461.67	(32,538.82)	(32,538.82)	32,538.82	100.00
END FUND BALANCE		243,461.67	243,461.67		34,578.94	
			245,501.79			

REVENUE AND EXPENDITURE REPORT FOR HOLLY TOWNSHIP

PERIOD ENDING 07/31/2025

GL NUMBER	DESCRIPTION	2025-26		YTD BALANCE		ACTIVITY FOR		AVAILABLE		
		AMENDED BUDGET	NORMAL	07/31/2025	ABNORMAL	MONTH 07/31/2025	INCREASE (DECREASE)	NORMAL	ABNORMAL	% BDGT USED
Fund 404 - ROAD IMPROVEMENTS										
Revenues										
Dept 000 - GENERAL										
404-000-665-000	INTEREST	0.00		617.44		617.44		(617.44)	100.00	
404-000-699-101	TRANSFER FROM GENERAL FUND	0.00		0.00		0.00		0.00	0.00	
404-000-699-390	TRANSFER FROM FUND BALANCE	168,306.00		0.00		0.00		168,306.00	0.00	
Total Dept 000 - GENERAL		168,306.00		617.44		617.44		167,688.56	0.37	
TOTAL REVENUES										
		168,306.00		617.44		617.44		167,688.56	0.37	
Expenditures										
Dept 404 - ROAD IMPROVEMENT FUND										
404-404-995-390	TRANSFER TO FUND BALANCE	0.00		0.00		0.00		0.00	0.00	
404-404-995-401	TRANSFER TO CAPITAL PROJECT FUND	168,306.00		0.00		0.00		168,306.00	0.00	
Total Dept 404 - ROAD IMPROVEMENT FUND		168,306.00		0.00		0.00		168,306.00	0.00	
TOTAL EXPENDITURES										
		168,306.00		0.00		0.00		168,306.00	0.00	
Fund 404 - ROAD IMPROVEMENTS:										
TOTAL REVENUES										
		168,306.00		617.44		617.44		167,688.56	0.37	
TOTAL EXPENDITURES										
		168,306.00		0.00		0.00		168,306.00	0.00	
NET OF REVENUES & EXPENDITURES										
		0.00		617.44		617.44		(617.44)	100.00	
BEG. FUND BALANCE		61,884.82		61,884.82						
NET OF REVENUES/EXPENDITURES - 2024-25				107,041.36						
END FUND BALANCE		61,884.82		169,543.62				107,041.36		
TOTAL REVENUES - ALL FUNDS										
		12,203,420.00		63,720.50		63,720.50		12,139,699.50	0.52	
TOTAL EXPENDITURES - ALL FUNDS										
		12,203,420.00		755,682.75		755,682.75		11,447,737.25	6.19	
NET OF REVENUES & EXPENDITURES										
		0.00		(691,962.25)		(691,962.25)		691,962.25	100.00	
BEG. FUND BALANCE - ALL FUNDS		3,316,739.55		3,316,739.55						
END FUND BALANCE - ALL FUNDS		3,316,739.55		3,001,981.36						

08/14/2025

INVOICE GL DISTRIBUTION REPORT FOR HOLLY TOWNSHIP  
 POST DATES 07/18/2025 - 08/20/2025  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Invoice Description	Amount
Fund 101 GENERAL FUND			
Dept 215 CLERK			
101-215-830-000	DUES, SUBS & TUITION	AUG 25	531.75
101-215-830-000	DUES, SUBS & TUITION	JULY 2025-CLERK ANNUAL MEMBERSHIP RENEWAL	195.00
101-215-830-000	DUES, SUBS & TUITION	NOW YOU KNOW WEBINAR-KARIN WINCHESTER	25.00
			751.75
Dept 216 CLERK ADMINISTRATION			
101-216-830-000	DUES, SUBS & TUITION	AUG 25	100.00
			100.00
Dept 265 TOWNSHIP PROPERTIES			
101-265-850-000	TELEPHONE	AUG 25	410.85
101-265-920-000	UTILITIES	JULY 25-13409 N. HOLLY RD	10.91
101-265-920-000	UTILITIES	JULY 25-4092 GRANGE HALL RD	164.22
101-265-920-000	UTILITIES	JULY 25-13465 N. HOLLY RD	8.87
101-265-920-000	UTILITIES	JULY-25 102 CIVIC DR	59.72
101-265-920-000	UTILITIES	JULY 25-4092 GRANGE HALL RD	37.05
101-265-930-000	MAINTENANCE & REPAIRS	VL-FISK LAKE RD-JULY	260.00
101-265-930-000	MAINTENANCE & REPAIRS	FISH LAKE RD-KAYAK	410.00
101-265-930-000	MAINTENANCE & REPAIRS	DAWSON-GRANGE HALL RD	800.00
101-265-930-000	MAINTENANCE & REPAIRS	JULY 25- OFFICE CLEANING & REIMB FOR MOP & BUCKET	536.03
101-265-930-000	RUGS	JULY 25- RUGS/SUPPLIES	231.94
101-265-930-000	MAINTENANCE & REPAIRS	AUG 25-UPPER LEVEL AC MAINTENANCE	1,827.50
101-265-930-000	MAINTENANCE & REPAIRS	AUG 25- AIR FILTERS FOR BOTH SYSTEMS	149.44
101-265-930-000	MAINTENANCE & REPAIRS - FARM	JULY 2025-FARMSTEAD MOWING	1,200.00
			6,106.53
Dept 267 ARPA OPERATING EXPENSES			
101-267-740-000	OPERATING EXPENSES	7/11-7/31/2025 MOWING	9,042.00
			9,042.00
Dept 272 GENERAL SERVICES			
101-272-740-000	OPERATING EXPENSES	REIMBURSEMENT OPERATING EXPENSES	83.41
101-272-740-000	OPERATING EXPENSES	JULY/AUGUST 25	558.60
101-272-740-000	OPERATING EXPENSES	JULY 25-WATER COOLER	14.00
101-272-740-000	OPERATING EXPENSES	AUGUST 2025 -WATER COOLER	14.00
101-272-740-000	OPERATING EXPENSES	AUG 25	170.22
101-272-740-000	OPERATING EXPENSES	JULY 2025	32.25
101-272-740-000	OPERATING EXPENSES	JULY 2025 OBEB REPORTING	3,150.00
101-272-740-000	OPERATING EXPENSES	7/5/-8/4 2025-COPY MACHINE	142.18
101-272-804-000	ATTORNEY	JULY 25-GENERAL MATTERS	1,620.00
101-272-804-000	ATTORNEY	JULY 25-RON DENNIS	33.00
101-272-804-000	ATTORNEY	JULY 25-GILLESPIE	990.00
101-272-804-000	ATTORNEY	JULY 25-SOUTH FLINT GRAVEL	429.00
101-272-804-000	ATTORNEY	JULY 25-STONY RUN TAX TRIBUNAL	429.00
101-272-804-000	ATTORNEY	JULY 25-STONY RUN TAX TRIBUNAL	1,072.50
101-272-816-000	COMPUTER MAINTENANCE	AUG 25	1,913.25
101-272-816-000	COMPUTER MAINTENANCE	AUG 25-CLOUD RETENTION	37.00

101-272-900-000	LEGAL NOTICES	JULY BOR NOTICE	195.00
			-----
			10,883.41
Dept 441 PUBLIC WORKS			
101-441-821-000	CEMETERY	JULY 25-CEMETERY LAWN MAINTENANCE	480.00
			-----
			480.00
Dept 701 PLANNING			
101-701-812-000	ENGINEER SERVICES	JULY 25-SAFETY PATH RESEARCH	2,023.70
101-701-812-000	ENGINEER SERVICES	JULY 25- GENERAL	84.00
			-----
			2,107.70
			=====
			29,471.39
Fund 206 FIRE AND EMERGENCY SPECIAL ASSESSMENT			
Dept 338 FIRE AND EMERGENCY			
206-338-740-000	OPERATING EXPENSES	JULY 25 WELL HYDRANT 2413 BELFORD	ell hydrant
206-338-740-000	OPERATING EXPENSES	JULY 25 WELL HYDRANT4485 NELSON SCOTT	50.75
206-338-740-000	OPERATING EXPENSES	JULY 25-WELL HYDRANT 13323 FISH LAKE RD	28.69
			-----
			108.13
			=====
			108.13
Fund 249 BUILDING			
Dept 371 BUILDING INSPECTION			
249-371-740-000	OPERATING EXPENSES	JUL-25 BUILDING FILE MAINTENANCE	198.00
249-371-740-000	OPERATING EXPENSES	JUL-25 BUILDING DEPT FILE MAINTENANCE	337.50
249-371-740-000	OPERATING EXPENSES	AUG-25 BUILDING DEPT FILE MAINTENANCE	513.00
249-371-740-000	OPERATING EXPENSES	BUILDING DEPARTMENT FILE MAINTENANCE	360.00
249-371-740-000	OPERATING EXPENSES	AUG 25-ANNUAL BUILDING SYSTEM SUPPORT	1,471.00
249-371-805-000	BUILDING INSPECTOR	7/01/15 - 7/15/25	3,251.33
249-371-805-000	BUILDING INSPECTOR	7/16/25 - 7/31/25	3,663.79
249-371-806-000	ELECTRICAL INSPECTOR	7/01/15 - 7/15/25	405.00
249-371-806-000	ELECTRICAL INSPECTOR	7/16/25 - 7/31/25	539.40
249-371-807-000	MECHANICAL INSPECTOR	7/01/15 - 7/15/25	244.20
249-371-807-000	MECHANICAL INSPECTOR	7/16/25 - 7/31/25	823.20
249-371-808-000	PLUMBING INSPECTOR	7/01/15 - 7/15/25	178.80
249-371-808-000	PLUMBING INSPECTOR	7/16/25 - 7/31/25	357.60
			-----
			12,342.82
			=====
			12,342.82
		Fund 101 GENERAL FUND	29,471.39
		Fund 206 FIRE AND EMERGENCY SPECIAL ASSESSMENT	108.13
		Fund 249 BUILDING	12,342.82
			=====
		Total For All Funds:	41,922.34



Holly Township  
Planning Commission – Regular Meeting  
Minutes of July 11, 2025

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**CALL TO ORDER:** Commissioner Mitchell called the regular meeting of the Holly Township Planning Commission to order at 6:30 p.m. Located at the Holly Township Offices (Upstairs), 102 Civic Drive, Holly, Michigan 48442

**PLEDGE OF ALLEGIANCE**

**Members Present**

Glen Mitchell  
Ray Kerton  
Ben Armstead  
Chuck Stoner  
Leslie Jorgensen  
Michael McCanney  
Derek Sommer

**Members Absent**

None.

**Others Present**

Karin Winchester, Clerk/Zoning Administrator  
Alexis Farrell, McKenna & Assoc.

**AGENDA APPROVAL**

- **Motion by Commissioner Sommer to approve the agenda as presented. Supported by Commissioner Armstead. A voice vote was taken. All present voted yes. The motion carried 7/0.**

**PUBLIC COMMENT:** For items on the agenda only.

**PUBLIC HEARINGS:** Special Land Use Application from Jeff Yacobelli (Krane Heating & Cooling) 3008 Grange Hall Rd., Holly, MI 48442 to operate a Heating and Cooling Contractors Office and Warehouse on Parcel 01-12-476-002 in a C2 Zoning District.

- **Motion by Commissioner Sommer to open the public hearing. Supported by Commissioner Armstead. A voice vote was taken. All present voted yes. The motion carried 7/0.**

No Public Comment.

- **Motion by Commissioner Sommer to close the public hearing. Supported by Commissioner Armstead. A voice vote was taken. All present voted yes. The motion carried 7/0.**

**APPROVAL OF MINUTES – June 11, 2025**

- **Motion by Commissioner Stoner to approve the minutes as presented. Supported by Commissioner Jorgensen. A voice vote was taken. All present voted yes. The motion was carried 7/0.**

**COMMUNICATIONS:** None.

**OLD BUSINESS:** None.

**NEW BUSINESS**

1. Special Land Use Application from Jeff Yacobelli (Krane Heating & Cooling) 3008 Grange Hall Rd., Holly, MI 48442 to operate a Heating and Cooling Contractors Office and Warehouse on Parcel 01-12-476-002 in a C2 Zoning District.

**The commission discussed the special land use application from Jeff Yacobelli for Krane Heating & Cooling. Several issues were raised and discussed:**

1. **Sidewalks:** There was extensive discussion about the requirement for sidewalks. Commissioners debated whether to require concrete sidewalks or asphalt pathways, and whether the requirement should be immediate or deferred. Concerns were raised about the cost to the business owner and the practicality of sidewalks that don't connect to existing infrastructure.
2. **Building Design:** The commission noted that the submitted plans did not match the applicant's verbal description and photo of the proposed building. They requested more detailed plans showing the design elements discussed, such as cupolas and brackets.
3. **Landscaping:** There were concerns about the extent of required landscaping, particularly between the property and the neighboring residential (but commercially zoned) property to the south. Some commissioners felt the landscaping requirements were excessive.
4. **Color Scheme:** The commission requested more information about the proposed color scheme for the building.
5. **Dumpster Location:** The location of the dumpster enclosure was discussed, with a request for potential relocation or better screening.

**The commission advised the applicant to work with township staff to address these issues before the next meeting.**

- **Motion by Commissioner Jorgensen to table the Special Land Use Application from Jeff Yacobelli (Krane Heating & Cooling) at 3008 Grange Hall Road, Holly, Michigan 48442. Supported by Commissioner Sommer. A voice vote was taken. All present voted yes. The motion carried 7/0.**
2. Site Plan Application by Jeff Yacobelli (Krane Heating & Cooling) 3008 Grange Hall Rd., Holly, MI 48442 - Parcel 01-28-302-012.

- **Motion by Commissioner Mitchell to table the Site Plan Application from Jeff Yacobelli (Krane Heating & Cooling) at 3008 Grange Hall Road, Holly, Michigan 48442. Supported by Commissioner Armstead. A voice vote was taken. All present voted yes. The motion carried 7/0.**
- **Motion by Commissioner Sommer to adjourn the meeting. Supported by Commissioner Jorgensen. A voice vote was taken. All present voted yes. The motion carried 7/0.**

**REPORTS** – Commissioner Mitchell reminded everyone about the upcoming 4-H fair starting on Friday, mentioning fireworks, a figure 8 race, and a band performance. He also noted that Farm Bureau members could enjoy free parking on Monday.

**PUBLIC COMMENT** - No Public Comment.

**ADJOURNMENT** – Commissioner Mitchell adjourned the meeting at 8:05 pm.

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Karin S. Winchester, Clerk



# Revenue Totals Report

Record Type	Exact Type	Category	Description	Entries	Amount
Permit	Building		ESCROW DEPOSIT	1	1,000.00
Permit	Building	Commercial	Com, Remodel	7	540.60
Permit	Building	Commercial	Com, Reroof	1	17.00
Permit	Building	Commercial	Commercial Base Permit Fee	14	1,400.00
Permit	Building	Commercial	DECK REPAIRS	1	45.00
Permit	Building	Commercial	New Commercial Building	2	1,632.60
Permit	Building	Registration Fee	Registration - Builder	1	15.00
Permit	Building	Residential	PAVILLION	1	400.00
Permit	Building	Residential	PLAN REVIEW	11	845.00
Permit	Building	Residential	Res, Addition	1	123.98
Permit	Building	Residential	Res, Garage	1	159.60
Permit	Building	Residential	RES, POLE BARN UP TO 3000 SQ	1	270.00
Permit	Building	Residential	Res, Porch/Deck/Balcony	1	45.00
Permit	Building	Residential	Res, Remodel	5	2,082.00
Permit	Building	Residential	Res, REROOF	1	270.00
Permit	Building	Residential	Res, REROOF	2	255.00
Permit	Building	Residential	Res, Swimming Pool, Inground	1	75.00
Permit	Building	Residential	Residential New SF	1	185.00
Permit	Building	Standard Item	Base fee	13	975.00
Permit	Electrical	Alarm System	FIRE ALARM SYSTEM	1	25.00
Permit	Electrical	Inspection	ELECTRICAL SERVICE	1	75.00
Permit	Electrical	Inspection	INSPECTION, SERVICE	2	150.00
Permit	Electrical	Inspection	NEW SF DWELLING UP TO 200 AMPS	1	25.00
Permit	Electrical	Inspection	REST AND COMM 2 INSPECTIONS	1	140.00
Permit	Electrical	License Fee	Registration - Electrical	4	60.00
Permit	Electrical	Plan Review	Plan Review, Electrical	1	65.00
Permit	Electrical	Standard Item	APPLIANCES	1	16.00
Permit	Electrical	Standard Item	Circuit	3	49.00
Permit	Electrical	Standard Item	Fixture/Device	1	10.00
Permit	Electrical	Standard Item	Motor, 1 - 20 KVA/HP	1	15.00
Permit	Electrical	Standard Item	NEW SF DWELLING UP TO 150 AMPS	3	750.00
Permit	Electrical	Standard Item	PERMIT BASE FEE	4	300.00
Permit	Electrical	Standard Item	Power Outlet	1	10.00
Permit	Electrical	Standard Item	Trench	1	10.00
Permit	Mechanical	Cooling	CENTRAL A/C OVER 8 HP	2	130.00
Permit	Mechanical	Cooling	CENTRAL A/C UP TO 8 HP	2	90.00
Permit	Mechanical	Piping	Piping, Gas, per Outlet	4	104.00
Permit	Mechanical	Standard Item	FUEL BURNING EQUIPMENT	2	90.00
Permit	Mechanical	Standard Item	Humidifier	1	15.00
Permit	Mechanical	Standard Item	Permit Base Fee	8	600.00

Population: All Records

Transaction.DateToPostOn Between 7/1/2025  
12:00:00 AM AND 7/31/2025 11:59:59 PM

Permit	Mechanical	Standard Item	Res, New SF Dwelling	3	750.00
Permit	Plumbing	Distribution	WATER DISTRIBUTION PIPING, RES	3	30.00
Permit	Plumbing	Inspection	Inspection, Additional	2	130.00
Permit	Plumbing	Plan Review	Plan Review	1	65.00
Permit	Plumbing	Sewer/Drain	Sump Pump	3	30.00
Permit	Plumbing	Standard Item	Fixture	3	288.00
Permit	Plumbing	Standard Item	Meter, Sprinkler	1	10.00
Permit	Plumbing	Standard Item	Meter, Water	3	30.00
Permit	Plumbing	Standard Item	Permit Base Fee	4	300.00
Permit	Plumbing	Standard Item	Stack	3	96.00
<b>Totals</b>				<b>137</b>	<b>14,793.78</b>

Population: All Records

Transaction.DateToPostOn Between 7/1/2025  
12:00:00 AM AND 7/31/2025 11:59:59 PM

## Supervisor

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**From:** Timothy Price <tprice@hollyvillage.org>  
**Sent:** Thursday, July 31, 2025 11:44 AM  
**To:** Supervisor  
**Subject:** Re: Village Cityhood Questions

George,

Thank you for the email. I have a thorough understanding of the open meetings act, and I can understand why there may be confusion. Emails can be sent to entire groups for informational purposes without violation of the open meetings act.

If board members discuss board business via email, this could be viewed as a violation because it may circumvent the requirement for open meetings. However, simply sending information via email does not necessarily violate the OMA unless it involves deliberation or decision-making among a quorum of the board. So, it is incumbent on the board to be trained and understand the difference. I emailed a larger group because this practice was specifically requested by the Township Clerk and the Township Treasurer.

I have not watched the meeting, however I did briefly look over the packet. Specifically, it is inferred that we wanted to discuss Cityhood is in order to charge the residents 20 mils. This is categorically false and misleading. The entire intent is to lower the taxation on all residents while also having the opportunity to continue to improve services.

I do think that we should discuss with our boards the possibility of doing some kind of joint meeting or town hall where we can work together as "one Holly" to discuss how we might move forward in a mutually beneficial direction.

Respectfully,

Timothy W. Price  
Village Manager  
504 ½ E. Maple St.  
Holly, MI 48442  
Office: 248-634-9571  
[tprice@hollyvillage.org](mailto:tprice@hollyvillage.org)



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**From:** Supervisor <supervisor@hollytownship.org>  
**Sent:** Thursday, July 31, 2025 10:35 AM  
**To:** Timothy Price <tprice@hollyvillage.org>  
**Subject:** RE: Village Cityhood Questions

Mr. Timothy W. Price,

Regarding future e-mails to Holly Township and its Board of Trustees, please understand that Holly Township, the Board of Trustees and our staff, treat the Open Meetings Act (OMA) with the utmost respect and consideration. Therefore, please restrict future emails to the Supervisor, at this email [Supervisor@hollytownship.org](mailto:Supervisor@hollytownship.org). As I am certain you are aware and educated on the State of Michigan OMA, I must clearly state that an e-mail to four or more members of the Board of Trustees, leaves Holly Township open to possible OMA violations if multiple recipients get involved in the discussion. If it is your desire to communicate to the entire board, you may feel free to conduct such communications through the Supervisor's office and I will relay it to the board as an official communication if stated as such. This opportunity is also available to you through the Clerk's office. Public comment is available to you at each of our monthly Board of Trustees regular and special meetings. Holly Township prides itself on providing two public comment opportunities at every meeting we conduct.

Feel free to reference these resources: [Frank Kelley-State of Michigan Attorney General Opinion \(1977\)](#) and [State of Michigan-Open Meetings Act Handbook \(2022\)](#)

- Pre-meeting Discussions and "Round-Robining":
  - The OMA prohibits private discussions among members of a public body outside of an open meeting to "pre-determine" the outcome of a public vote or decision.
  - This includes using email, text messages, or other electronic communications to deliberate or make decisions among a quorum of the public body, as this constitutes a violation of the OMA.
  - A "round robin" type of discussion through email, text, or other electronic means also constitutes a violation.

In the interest of open and honest communication, I personally have asked for a meeting with you since you came on board six months ago in January. Unfortunately, that meeting has yet to be scheduled, I believe you stated you were too busy with your overwhelming workload. My request for an in person meeting to discuss our community interests, both personal and professional, still stands. I will look for your invitation.

Regarding your inquiry about the July Regular Board of Trustees meeting, I am providing you with the following link. <https://www.youtube.com/watch?v=Gz2UIYoldWA>. This will allow you to review the discussion by the Trustees during the July 2025 Regular Meeting. Then you can make your own assessment of the conversation as opposed to hearsay, as suggested by your statement of, "It was brought to my attention". Once you have had a chance to review the discussion and make your own determination regarding information shared being accurate or inaccurate, I would welcome the opportunity to discuss your interpretation. Please feel free to be specific regarding the "inaccurate information" you refer to along with your expectations for clarity. If you would like to arrange for a presentation or collaborative meeting, please feel free to contact me. I am certain that you understand the need for clarity as well as transparency as we move forward with these topics. It is the sole intent of Holly Township to provide clear and transparent information for our voters and residents on every topic on our agenda.

Regards,

George A. Kullis  
Holly Township Supervisor  
248-634-9331 ext. 304 office

From: Timothy Price <[tprice@hollyvillage.org](mailto:tprice@hollyvillage.org)>  
Sent: Thursday, July 24, 2025 10:33 AM



**To:** Supervisor <supervisor@hollytownship.org>; Karin Winchester <clerk@hollytownship.org>; Jenn Ryan <treasurer@hollytownship.org>; Richard Kinnamon <richard.kinnamon.village@gmail.com>  
**Cc:** Village Council <villagecouncil@hollyvillage.org>; Lisa Bone <lbone@hollyvillage.org>  
**Subject:** Village Cityhood Questions

Holly Township Board of Trustees,

First of all, I wanted to thank you all for your continued dedication to the community. I know that we all have a similar goal in providing the highest level of service to Holly, and our organizations are more symbiotic than we often give each other credit for.

It was brought to my attention at the last board of trustees meeting that there were questions/concerns in regard to the Village's Cityhood discussions. It was also mentioned that some inaccurate information may have been provided. In order to mitigate this, if the Township would ever like me to come speak at a public meeting and field any questions, I would be glad to.

We are still navigating this process, and nothing has been voted on, but I strive to provide transparency to the community as we move forward. I know that both the Village and the Township strive to provide truthful information and to keep our residents well informed.

Respectfully,

Timothy W. Price  
Village Manager  
504 ½ E. Maple St.  
Holly, MI 48442  
Office: 248-634-9571  
[tprice@hollyvillage.org](mailto:tprice@hollyvillage.org)







## Incorporating Holly: Journey from Village to City

City Incorporation Information Sheet: Time for change?

### Advantages of City Incorporation

- Streamlined government; city residents deal with one government, not two. Elimination of double tax/duplication of services.
- Residents, businesses, and property owners no longer pay township taxes. Property bill will be reduced by 2.7454 mills.
- City assumes responsibility for assessing property, elections, preparation of tax roll, and collecting taxes.
- City retains the existing 1% tax administrative fee previously collected by the township. The fee offsets the costs of the additional responsibilities.
- More opportunities for state and federal funding, as cities often receive more favorable treatment in funding allocations.
- With incorporation, residents are able to develop their own city charter to meet current and future needs of governance.

### This initiative will save Village residents and businesses \$462,748 annually.

Item	Current Annual Tax
Avg. Residential Prop. Value (\$87,450)	\$240.08
Avg. New Home Purchase (\$161,250)	\$442.69
A local Restaurant (\$304,908)	\$837.09
A local Business (\$216,610)	\$594.68

### Disadvantages of City Incorporation

- Financial impact on Holly Township; property tax collected from village taxpayers would no longer be available.
- There could be potential conflict over boundaries.
- Citizens may incorrectly perceive that city status will result in higher taxes.
- Division and separation of township assets can be controversial.
- Residents may perceive Village status denotes a sense of community, as opposed to city status.

### Frequently Asked Questions

#### *What are the reasons for becoming a city?*

Cityhood evaluation is a strategic objective of the Village Council in an effort to:

- Streamline government.
- Reduce the tax liability for residents and businesses.
- Further economic development.

#### *What will happen if the Village of Holly becomes a city?*

As a city, Holly will operate independent of Holly Township. Holly residents, businesses and property owners would no longer pay taxes to Holly Township.

#### *Will incorporation as a city result in higher taxes?*

As a city, Holly governing body can levy a maximum of 20 mills, the same as the village can currently levy. The city intends to levy the same as the village currently levies (11.3254 mills).

#### *What do residents gain from Holly becoming a city?*

Residents and businesses will see a reduction of approximately 2.7454 mills as they no longer pay taxes to Holly Township, with a potential of additional tax savings. Residents and businesses will deal with one government, not two.

#### *Will becoming a city mean that Holly will lose its sense of community?*

No, Holly's sense of community is derived from its citizens. We don't even need to legally change our name from "The Village of Holly".

#### *What type of government would exist in the new city?*

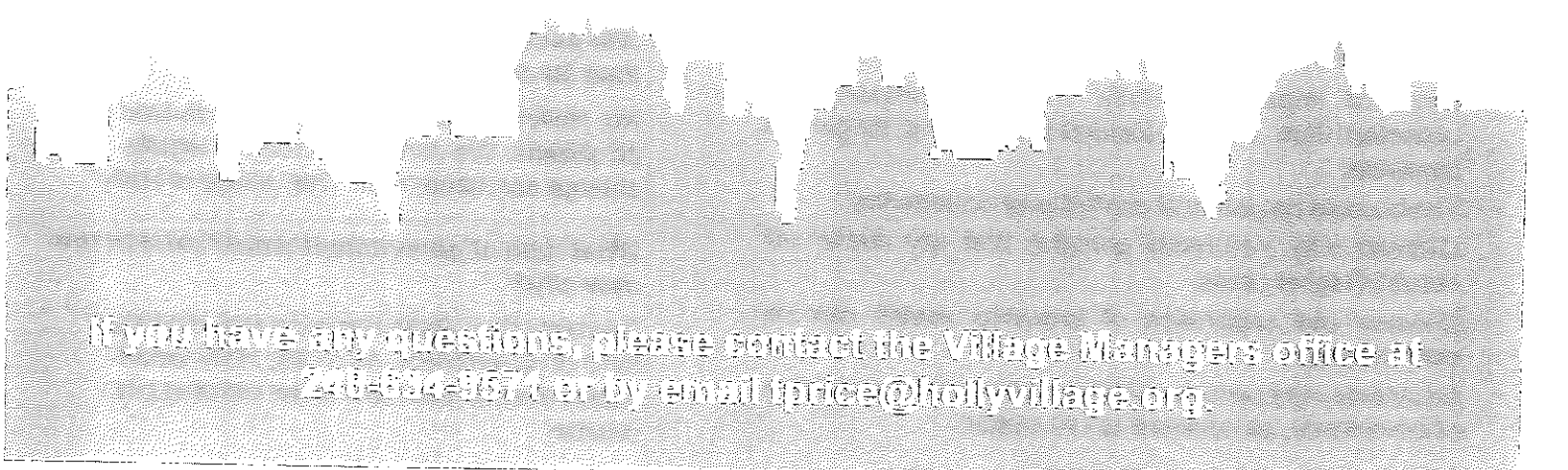
Currently the Village has a council-manager form of government. As a city, Holly would determine the new form when creating the charter.

# Incorporation Process

- If Village Council proceeds with cityhood, they initiate a petition process, which includes the proposed boundaries.
- Petition must contain signatures of 5% of registered voters who own property in the village.
- After collection of signatures, petition is filed with State Boundary Commission (SBC).
- SBC conducts "sufficiency hearing" to ascertain the accuracy of application and proposed boundaries.
- If petition is sufficient, SBC establishes a date for public hearing.
- Village residents have 45 days to file a petition opposing city incorporation.
- If no petition is filed, SBC establishes a date for the election of Charter Commission (nine members).
- Once Charter Commission is elected, they have 90 days to develop a city charter.
- Draft of Charter is sent to the Governor for review.
- Charter presented to village voters for approval or rejection. If vote is affirmative, charter is filed with State of Michigan.
- New city begins operation on the date as proposed in the Charter.
- This complete process takes an average of 9 to 24 months.

## **FACTS**

- Village of Holly residents currently pay 2.7454 mills to Holly Township (*1.0000 administration, 1.2664 Township Library, 0.4790 Township Parks*)
- Incorporation as a city would eliminate a layer of government.
- The Village of Holly has not increased taxes since 1982.
- The Village of Holly is a full-service municipality; open to the public for 40 hours per week.
- The Village of Holly is the third largest Village in Michigan.
- There are over 132 cities in Michigan with a lower population than the Village of Holly.
- Villages are not primary units of government.
- Cities receive a higher tax revenue share from the state than Villages and Townships.
- Proposal A limits the yearly property tax increase to be equal to the lesser of the inflation rate multiplier of 5%.
- Incorporation does not affect taxes levied by the schools or county.



If you have any questions, please contact the Village Managers office at 248-634-9571 or by email [iprice@hollyvillage.org](mailto:iprice@hollyvillage.org).

## DIVISION OF ASSETS AND LIABILITIES

- If the Village proceeds with the process of attaining city status and ultimately completes it, an agreement will need to be reached regarding the division of Township assets and liabilities. This includes assets such as cash, investments, fixtures, buildings, and equipment, as well as liabilities like outstanding bonds and other debts.
- The State Boundary Commission will equitably divide these assets and liabilities based on practical considerations, discussions, and the proportion of the assessed valuation that the new city represents in relation to the total township. Real property owned by the Township that is located within the city will be held jointly and subject to the same division.



## Holly Township Response to Village Cityhood Information Sheet August 2025

The following information was provided in a document from the Village of Holly.  
Below are some corrections and questions from the Township of Holly.

### Advantages of City Incorporation

- “Streamlined government; city residents deal with one government, not two. Elimination of double tax/duplication of services.”
  - This duplication of positions would also be eliminated if the Village were dissolved.
    - Other cost savings with the dissolution of the Village include road work moving to the County Road Commission.
  - Locating the village offices with the Township offices would also have reduced resident difficulties.
- “Residents, businesses, and property owners no longer pay township taxes. Property bill will be reduced by 2.7454 mills.”
  - The 2025 Holly Township, Library, and Parks millages total 2.7269.
  - If the residents of the Village of Holly would like to continue to use the Township Library, they would have to continue to pay for that service, which is currently 1.2530 of the total Township mills mentioned above.
- “City assumes responsibility for assessing property, elections, preparation of tax toll, and collecting taxes.”
  - Ongoing costs also include implementing a Board of Review, processing tax adjustments and disbursements, and gravel road chloride applications.
  - One-time costs include costs associated with the voting process (cityhood, charter commission members, new charter), costs associated with creating a new charter, costs associated with documentation; costs of hiring and training new and existing personnel, capital costs for additional equipment (such as elections).
  - Below are some estimated costs for the City on-going expenses.
    - Assessing contract \$75,000
    - Board of Review \$2,500
    - Elections \$65,000 for a new employee (Deputy Clerk), plus other costs based on the elections. The Township paid over \$30,000 in elections in FY2025.
    - Treasury \$110,000 for a new employee (split Clerk/Treasurer)
    - Gravel road chloride application \$5,500
- “City retains the existing 1% tax administrative fee previously collected by the township. The fee offsets the costs of the additional responsibilities.”
  - The shift in admin fee revenue from the Township to the City would be about \$60,000.  
Admin fees can be spent on assessing or tax collection.
- “More opportunities for state and federal funding, as cities often receive more favorable treatment in funding allocations.”
  - The Township would like more evidence to support this statement.

- “With incorporation, residents are able to develop their own city charter to meet current and future needs of governance.”
  - By resetting the charter, the City would be able to charge the 20 operating mills.
- “This initiative will save Village residents and businesses \$462,748 annually.”
  - Almost \$200,000 of the reduced property taxes fund the Township Library.
  - The average resident has a taxable value of \$70,000 and would save about \$190.
  - Only 62% of the taxable value of the village parcels are principal residents, with the other 38% being businesses or renters. Most renters, including residents in the mobile home parks, would see little or no savings from reduced taxes.
  - This calculation also assumes no increase from City taxes. If the City did charge 20-mills (assuming a removal of the public safety 4 mills), the increase to the average resident would be \$330, for a City tax total of \$1,420.

#### Disadvantages of City Incorporation

- “Financial impact on Holly Township; property tax collected from village taxpayers would no longer be available.”
  - Services provided by Holly Township, such as the senior chore grant program, would also no longer be available to City residents.
- “There could be potential conflict over boundaries.”
  - The Boundary Commission typically does not allow irregular borders or islands (such as Holly High School).
- “Citizens may incorrectly perceive that city status will result in higher taxes.”
  - City status could result in higher taxes as the City would be able to charge 20 mills.

#### Frequently Asked Questions

- “What are the reasons for becoming a city? Cityhood evaluation is a strategic objective of the Village Council in an effort to: 1. Streamline government. 2. Reduce the tax liability for residents and businesses. 3. Further economic development.”
  - The Township would like more evidence that Cityhood would further economic development.
- “Will incorporation as a city result in higher taxes? As a city, Holly governing body can levy a maximum of 20 mills, the same as the village can currently levy. The city intends to levy the same as the village currently levies (11.3254 mills).”
  - The Village of Holly currently cannot levy 20 mills due to Headlee rollbacks. They are already levying more than 11 mills, though, due to the public safety special assessment.
  - Future City Council’s could raise the millage rate.

#### Facts

- “Cities receive a higher tax revenue share from the state than Villages and Townships.”
  - The Township would like a calculation by the State showing the increase in State Revenue Sharing, as most estimates show a relatively low increase. For example, the City of Huntington Woods has a similar population and shows only \$5,000 more for FY2026.



## Calculations

- On-going Cost Estimates
  - Assessing Contract Costs based on the FY2026 assessing contract, with a per parcel rate of \$30.86 and village parcels of 2,455 totaling \$75,761.30.
  - Board of Review Costs based on the Township FY2026 budget, with a total budget for the BOR of \$2,415.00.
  - Deputy Clerk for Elections Costs based on the Village FY2026 budgeted positions, total employee costs less retirement (to avoid mixing up defined benefit and defined contribution employees).
    - K Snow \$67,472
    - S Crocker \$60,935
    - C Hammond \$61,638
  - The Township Election Costs for the last five years are below. Election costs vary based on how many and what kind of election is happening each year.
    - FY2025 \$33,160.38
    - FY2024 \$8,174.48
    - FY2023 \$30,376.83
    - FY2022 \$5,252.11
    - FY2021 \$20,349.36
  - Treasurer Costs based on the Village FY2026 budgeted for the Clerk/Treasurer position, net the retirement costs, which totals \$109,377.
  - The Gravel Road Chloride Costs are based on the 2025 summer application contract, which totaled \$5,409 for village roads.
- Property Tax Estimates
  - Property tax information based on the 2025 adjusted property tax roll as of 08/13/2025.
    - We have not yet received updated millage rates for the zoo or art institute.
  - Currently, the Village collects the administration fee of 1% on village property tax bills and the Township collects the fee on summer and winter tax bills, as each municipality process those bills. The shift in the administration fee for village parcels being collected on summer and winter bills instead of village bills, and collected by the City, results in a shift as calculated below.
    - Loss of admin fee revenue for the Township \$59,331 for village parcels
    - Increase in admin fee revenue for the City \$55,136
      - The difference is due to the Township millages not on the City bills
      - If the City increased to 20 mills, it would collect another \$8,255 in admin fees
  - The property tax breakdown is below, net anticipated Village DDA capture of \$56,426.79
    - Township \$153,829
    - Library \$192,769
    - Parks \$72,902
  - The village parcel breakdown between principal residence (real property, owned and occupied) and non-PRE parcels and taxable value is below.
    - PRE – parcels 1,547 – Taxable Value \$109,951,600 – average TV \$71,074
    - Non-PRE – parcels 908 – Taxable Value \$66,641,420

- Based on the average resident described above, the average savings by Township millages is
  - Township 1.0000 savings \$71.07
  - Library 1.2530 savings \$89.06
  - Parks 0.4739 savings \$33.68
- Based on the average resident described above, the average cost for village/city millages is
  - General 11.3254 current bill \$804.94
  - Public Safety SAD 4.0000 current bill \$284.30
  - Increase to 20 mills 4.6746 cost \$332.24
- State Shared Revenue comparison
  - Village of Holly FY2026 State Shared Revenue Estimate is \$800,753
    - City of Huntington Woods FY26 Estimate is \$805,261
  - Village of Holly SSR population is 5,997
    - City of Huntington Woods population is 6,388
  - Village of Holly 2025 Taxable Value is \$176M
    - City of Huntington Woods TV is \$498M



# Annexation and Holly Township

HOLLY TOWNSHIP, OAKLAND COUNTY, MICHIGAN

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PREPARED AUGUST 4, 2025, BY

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## Attachments

- Bureau of Construction Codes Annexation Procedures
- State Boundary Commission Act, Public Act 191 of 1968
- Section 34 of The Charter Township Act, Public Act 359 of 1947 (describes the way a township can become exempt from annexation)
- Section 2 of The Charter Township Act, Public Act 359 of 1947 (describes how a general law township can become a charter township)
- Section 9 of The Home Rule City Act, Public Act 279 of 1909 (describes the annexation procedure)
- The Intergovernmental Conditional Transfer of Property by Contract Act, Public Act 425 of 1984

# Annexation and Holly Township

## INTRODUCTION

Our understanding is that the Village of Holly is considering going through the process of incorporating as a city. This has raised concern in Holly Township about the possibility of annexation if the Village achieves city status.

The purpose of this report is to describe the ways in which annexation can occur, describe the typical annexation process, and discuss the limited ways in which a general law township can defend itself against annexation attempts.

## RELEVANT LEGISLATION

There are four state acts that come into play with respect to annexation. Relevant sections of these acts are attached.

1. **State Boundary Commission Act, Michigan Public Act 191 of 1968, as amended.** This act creates the State Boundary Commission, which has jurisdiction over most municipal boundary adjustments, incorporation of villages as cities, and petitions or resolutions asking for annexation.
2. **The Home Rule City Act, Michigan Public Act 279 of 1909, as amended.** Section 9 of this act addresses all aspects of annexation, including petitions or resolutions to initiate annexation.
3. **The Charter Township Act, Michigan Public Act 359 of 1947, as amended.** Even though Holly Township is a general law township, it is necessary to discuss the Charter Township Act because it describes the way townships can achieve immunity from annexation.
4. **Intergovernmental Conditional Transfer of Property by Contract Act, Michigan Public Act 425 of 1984, as amended.** Some townships have entered into agreements with neighboring cities to set limits on annexations or to establish tax sharing arrangements associated with annexations. Public Act 425 of 1984 allows such agreements.

## ANNEXATION PROCEDURES

Annexations that are under the jurisdiction of the State Boundary Commission<sup>1</sup> are usually initiated in one of three ways:

1. By resolution of the legislative body of the city.
2. By petition of the persons, firms, corporations, the United States government, or the state of any of its subdivisions who collectively hold equitable title as a vendee under a recorded land contract or memorandum of land contract, or record title to 75% or more of the area of the land exclusive of streets in the territory proposed for annexation.<sup>2</sup>

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<sup>1</sup> Not all annexations fall under the jurisdiction of the State Boundary Commission. For example, annexation of land from a township to a village is done by resolution and is handled by the Office of the Great Seal. Another example involves an adjustment to the common boundary of a charter township and a city or village which can be done by resolution of the respective governing bodies. This report, though, focuses, principally on annexations between a township and city, where the State Boundary Commission is the major player.

<sup>2</sup> According to Section 11b(1) of the State Boundary Commission Act, if more than 100 persons reside in the area proposed for annexation, the legislative body of each city and township affected by the proposed annexation may pass a resolution calling for a referendum on the question of annexation. Petitioners

3. By petition by 20% of the registered electors who reside in the area proposed for annexation.

Following is an abbreviated description of the State Boundary Commission procedures following receipt of a resolution or petition. Those who are interested in a more detailed description are welcome to read through the Annexation Procedure document prepared by the Bureau of Construction Codes, which is included in this report.

**Determination of Legal Sufficiency.** Upon receiving an annexation petition, the State Boundary Commission staff works to determine if the petition meets **legal sufficiency**. The staff will check the map and legal description of the area proposed to be annexed to make sure they are accurate and to make sure the annexation area is contiguous with the city limits. The staff will notify the impacted city, township, and county clerks that the petition has been received and inform them of the date of the legal sufficiency meeting.

The State Boundary Commission will vote on the legal sufficiency at a meeting in Lansing. If it rejects the petition for nonconformance with the State Boundary Commission Act, a new petition covering the same property cannot be resubmitted for two years.

If the petition is found to be legally sufficient, then the State Boundary Commission will consider dates for a public hearing, and the written comment period will commence.

**Questionnaire.** In the meantime, the city and township clerks will be informed about questionnaires that should be completed prior to the public hearing. The questionnaires are multipage documents that are based on the criteria in Section 9 of the State Boundary Commission Act. The criteria include:

- Population.
- Population density.
- Land area and land uses.
- Assessed valuation.
- Topography, natural boundaries, and drainage basins.
- The past and probable future urban growth, including population increase and business, commercial and industrial development in the area.

Based on previous experience, the Boundary Commission weighs the last criterion heavily. If land proposed for annexation is at the leading edge of development in the region, the Boundary Commission favors maintaining the ongoing development pattern.

In my experience, the municipal attorney usually takes the lead in completing the questionnaire, drawing on the knowledge and expertise of other township officials.

**Public Hearing.** In preparation for the public hearing, the State Boundary Commission staff has several responsibilities, including but not limited to the following:

1. They must contact the County Chief Probate Judge, who must appoint four local members (two regular and two alternates) to the Commission from the County where the annexation is proposed.
2. The staff must notify people within the annexation area and within 300 feet of the boundary by certified mail.

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wish to avoid a referendum so they will often draw awkward boundaries to avoid including dwellings in the annexation area. Their efforts are sometimes thwarted by the State Boundary Commission, though, whose goal is to avoid odd shaped or irregular boundaries.

3. The staff must collect written comments received from the conclusion of the legal sufficiency meeting until the close of the public hearing.

The public hearing is held by the State Boundary Commission at a convenient location in the vicinity of the land proposed for annexation. At the public hearing, the chair will first listen to comments from the petitioner, city, township, and county. Then the chair will open the meeting for local citizens to voice their opinions. The Boundary Commission does not make a decision at the public hearing.

After the public hearing, the staff will make the written comments available to the petitioner, city, township, and county clerks, who are given 30 days to submit a final response. The staff then assembles final packets for the Commissioners.

**Recommendation Meeting.** The decision of the State Boundary Commission will be made at a Recommendation Meeting in Lansing, where the Commission will make one of the following recommendations to the Director of the Department of Licensing and Regulatory Affairs (LARA):

1. Deny the proposed annexation, giving reasons for the denial.
2. Approve the proposed annexation as submitted, giving reasons for the approval.
3. Approve the proposed annexation with a revised boundary, giving reasons for the revisions and approval. The Boundary Commission may revise the boundary for a number of reasons, for example, to straighten a boundary line or to follow a natural boundary.

**Final Order.** After the Recommendation Meeting, an Administrative Law Specialist from the Bureau of Construction Codes will assemble the record of proceedings and findings of the Boundary Commission relative to the annexation case and forward them to the Director of LARA for consideration. The Director signs and issues the Final Order, which gets sent to the Office of the Great Seal for recording.

**Appeals.** Public officials and residents have two ways to appeal a decision made by the Director of LARA:

1. A petition can be filed seeking a referendum on the annexation.
2. The decision of the Director of LARA can be appealed to the circuit court.

#### DEFENSE AGAINST ANNEXATION

The best way to explain how a township can defend itself from annexation is to refer to Section 34(1) of the Charter Township Act. This Section provides perhaps the only way a township can achieve exemption from annexation. As noted below, though, Section 34(1) imposes some rigorous requirements on townships.

In the chart that follows, the language from Section 34(1) is in column 1. The implications of each provision for Holly Township are described in column 2.

Section 34(1) of the Charter Township Act	Implications for Holly Township
... a charter township that complies with the following standards is exempt from annexation to any contiguous city or village except as provided in subsection (2) to (8)	Holly Township is a general law township and would have to become a charter township to get the protection of the Charter Township Act. (This topic is discussed later in this report.)
(a) Has a state equalized valuation of not less than \$25,000,000.00.	Holly Township's state equalized value (real and personal property) in 2025 is \$716,257,300, according to Oakland County Equalization. Thus, the Township meets this criterion.
(b) Has a minimum population density of 150 persons per square mile.	Based on data in the Master Plan, the density of Holly Township is 180.8 persons per square mile, so the Township meets this criterion.
(c) Provides fire protection service by contract or otherwise.	The North Oakland Fire Department provides fire protection to Holly and Rose Townships out of three fire stations, so the Township meets this criterion.
(d) Is governed by a comprehensive zoning ordinance or master plan.	Holly Township has both a Master Plan and Zoning Ordinance, so it meets this criterion.
(e) Provides solid waste disposal services to township residents, within or without the township, by contract, license, or municipal ownership.	Holly Township does not provide solid waste disposal collection services to its residents, so it does <u>not</u> meet this criterion.
(f) Provides water or sewer services, or both, by contract or otherwise.	Holly Township does not provide public water or sanitary sewer services to its residents, so does <u>not</u> meet his criterion.
(g) Provides police protection through contract with the sheriff in addition to normal sheriff patrol, through an intergovernmental contract, or through its own police department.	Police services in Holly Township are provided by the Michigan State Police. This arrangement does <u>not</u> meet the police protection criterion.

In summary, a general law township has few defenses against annexation. The most effective defensive is to become a charter township, but this strategy works only if the township provides the services listed in Section 34(1) of the Charter Township Act. As noted in the above chart, there are three costly critical public services that Holly Township does not provide: solid waste disposal collection, public water and sanitary sewer services, and police protection.

Lyon Township provides a good example of how critical these public services are in annexation cases. It has been a charter township for decades, but still endured one annexation after another, initiated on behalf of the City of South Lyon. It wasn't until Lyon Township built its own water system and wastewater treatment plant that the annexations ceased.

The Charter Township Act describes the minimum requirements and procedures that must be followed to become a charter township. If Holly Township wishes to pursue charter township status, we recommend that an experienced municipal attorney be brought in for guidance. The primary requirement is that the township must have at least 2,000 inhabitants, exclusive of any that live in the Village. According to the Master Plan, Holly Township satisfies this requirement, with a population of 6,009 (2020). Section 2 of the Charter Township Act, which is attached to this report, describes the referendum requirements, which call for a majority vote of the electors to approve charter township status.



#### AN ALTERNATIVE APPROACH: ACT 425

Some townships have engaged their neighboring cities in negotiations to limit annexations to certain properties, share public services, share revenues, facilitate the return of the properties to the township of a certain period of time, establish a growth boundary, determine jurisdiction over planning and zoning, and achieve other objectives.

This can be accomplished pursuant to the Intergovernmental Conditional Transfer of Property by Contract Act, Michigan Public Act 425 of 1984, as amended. Several years ago, Williamstown Township, a general law township in Ingham County, entered into three Act 425 Agreements with the City of Williamston. The agreements have been effective in preventing annexation, but they may be limiting development that is now desired in the township. The lesson is that Act 425 Agreements can be effective tools to achieve the mutual planning and development goals of the township and city, but they must be carefully and thoughtfully worded, with consideration given to impact on development goals 10, 20 or 30 years down the road.

# BUREAU OF CONSTRUCTION CODES

<b>Procedure:</b>	<b>Annexation Procedure</b>	<b>Effective Date:</b> 7/1/2020
<b>Summary:</b>	This procedure details roles and responsibilities among BCC staff in the processing of annexation requests through the State Boundary Commission.	
<b>Drafted by:</b>	Bryan Bryson	<b>Revision Date:</b> 6/20/2023
<b>Approved by:</b>	Alesha Gensler	

The Director of the Department of Licensing and Regulatory Affairs (LARA) makes the final decision on whether to approve or deny an annexation petition or a referendum petition pursuant to Executive Order 1996-2. In the following procedure, all references to a decision by the State Boundary Commission (SBC) to approve or deny annexation petitions should be interpreted to mean a recommendation of approval or denial to the Director of LARA ("Director"). Petitioners are encouraged to seek professional assistance, i.e., legal counsel, Professional Surveyor, etc., as deemed appropriate by the petitioner.

Unless otherwise noted, annotations in the following procedure refer to:

[117.6] refers to the Michigan Compiled Law (MCL) section. For this document, the following laws were referenced:

- Home Rule City Act, 1909 PA 279, MCL 117.1-.38
- State Boundary Commission Act, 1968 PA 191, MCL 123.1001-.1020
- Intergovernmental Conditional Transfer of Property by Contract Act, 1984 PA 425, MCL 124.21-.30
- Urban Cooperation Act, 1967 PA 7, MCL 124.501-.512
- Michigan Election Law, 1954 PA 116, MCL 168.1-.992

## Definitions

Qualified electors - Persons eligible to register to vote in the area, which must be:

- At least 18 years old [US Constitution: Amendment 26, Section 1]
- Residents for at least 30 days [MCL 168.10 (1); 168.11]
- U.S. citizens [State Constitution: Article 2, Section 1]

Only the electors residing within the territory proposed to be incorporated shall vote in the incorporated election.

## Annexations Not Governed by the SBC

- Annexation of land from one township to another, except to remove islands or straighten lines. See the Charter Township Act, 1947 PA 359.
- Annexation of land currently covered under a Conditional Land Transfer Agreement.

# BUREAU OF CONSTRUCTION CODES

- Detachment of land from a City.
- Annexation of land from a Township to a Village.
- Annexation of land from a Township to a City by unilateral resolution of the City or mutual resolution of the City and Township.

## Annexations Requiring SBC Action

- Petition for Annexation of land from a Township to a City [123.1011a] submitted o By City Resolution [117.9 (7)(a)],
  - By owners of at least 75% of the area of land [117.9 (7)(b)]; or,
  - By at least 20% of the registered voters residing on the land, with a minimum of 100 voters [117.9 (7)(c)].

## Procedure for Annexation through the SBC

1. Define the area to be annexed to the city. It is easiest by defining the area on a map.
  - a. The area must be contiguous to the existing city limits as recorded at the Office of the Great Seal. The city limits must not be extended by a 425 agreement in its entirety.
2. Describe the area by a metes and bounds description. One description should encompass all parcels within the area. This will be used in multiple documents. Once the description is written, update the map by labeling the lines so one can follow the description. The map and description should be able to stand alone and represent the same area.
3. Obtain approvals
  - a. By City Resolution – the resolution should reference the same description used in the petition.
  - b. By owners of at least 75% of the area of land – Attach a letter from each owner indicating that they own the property and request the annexation of the land into the city, the description of the property they own with the area expressed in acres.
  - c. By at least 20% of the registered voters or 100 voters, with a minimum of 100 voters:
    - 1) Obtain blank petitions from the Office of the Great Seal
    - 2) Each person obtaining signatures must have a map of the area to be annexed to determine if the voter lives in the area
4. Prepare a cover letter to the State Boundary Commission with the following information
  - a. Reasons for the proposed action
  - b. Population of the annexation area and how it was determined
  - c. Names and contact information, including email addresses for the following people
    - 1) Petitioner
    - 2) Designated legal counsel

# BUREAU OF CONSTRUCTION CODES

- 3) City clerk
- 4) Township clerk
- 5) County clerk
- 6) Any other stakeholders

5. Forward the cover letter, map, description and the resolution or petition signatures to the SBC at [bccolsr@michigan.gov](mailto:bccolsr@michigan.gov).

## Preparing for the Legal Sufficiency Meeting

6. SBC staff are members of the Bureau of Construction Codes within LARA. Upon receiving the petition, the Bureau will perform the actions below.

- a. The Office of Land Survey and Remonumentation (OLSR) will check to see if any of the area in the petition is covered in a previous petition within the last 2 years that was denied or defeated. If so, then the petition will be rejected. [117.9 (6)]
- b. The Administrative Section will assign the petition a number depending on if the petition is by resolution or petition.
- c. OLSR will examine the map and description to determine that they represent the same area and that the written description closes on itself.
- d. OLSR will determine if the annexation area is contiguous with the city limits without Conditional Land Transfers.
- e. The Administrative Section will determine the next available SBC meeting date. A minimum of 45 days is needed before the meeting to assemble additional information.
- f. The Administrative Section will send an email or letter to the impacted city, township and county clerks announcing that a petition has been received and the date of the Legal Sufficiency meeting. Any legal counsel identified by the petitioner, city, township and county clerks will also be included on the email.
- g. The Administrative Section will notify the city and township clerks where to find the respective questionnaires and a date they should be completed. The questions cover the criteria listed in MCL123.1009.
- h. The Administrative Section will contact the city and township clerks to
  - 1) determine locations and dates of a public hearing if found legally sufficient and reserve the times. [123.1008(3)]
    1. Dates cannot be less than 60 nor more than 220 days after the filing.
    2. The location must be at some convenient place in the area proposed to be annexed.
  - 2) acquire the names and addresses of owners within the annexation area and within 300 feet of the proposed borders.
  - 3) acquire the name and contact person at the local newspaper for public notice.
- i. The Administrative Section will assemble a packet for the commissioners allowing at least 15 days before the meeting to review its contents.

# BUREAU OF CONSTRUCTION CODES

## Legal Sufficiency Meeting

7. [123.1008 (2)] The SBC holds meeting in Lansing roughly once every quarter and are open to the public. Only the state commissioners will vote on Legal Sufficiency. At the Legal Sufficiency meeting, the contents of the petition are reviewed. The SBC will
- a. Reject the petition for nonconformance with the SBC Act and return the petition to the petitioners with the reasons for rejection. A new petition covering the same area cannot be resubmitted for 2 years. [117.9 (6)]
  - b. Declare the petition legally sufficient and order a public hearing.
    - 1) Dates are discussed and determined at the meeting.
    - 2) Written comment period begins at the end of the meeting and will conclude at the close of the public hearing.

## Preparing for the Public Hearing

8. In preparation for the Public Hearing, the Administrative Section will
- a. Contact the County Chief Probate Judge requesting the appointment of four members (two members and two alternates) to the Commission from the County where the proposed action is to take place. [123.1005]
    - 1) One member and one alternate must reside in a township.
    - 2) One member and one alternate must reside in a city.Once appointed, the Administrative Section will arrange to provide any and all information to the new commissioners and invite them to the public hearing.
  - b. Verify arrangements for the public hearing location.
  - c. Notify by certified mail the people within the annexation area and within 300 feet of the boundary of the open written comment period and the date, time and location of the public hearing.
  - d. Begin collecting written comments received from the conclusion of the legal sufficiency meeting until the close of the public hearing.
  - e. Notify the local clerks and any defined counsel of the affected units of government of the open comment period and public hearing by certified mail at least 30 days before the date of the public hearing. [123.1008 (4)]

## Public Hearing

9. The SBC holds the public hearing to listen to the concerns of the petitioner, city, township and county. The public hearing is recorded. Once the individuals listed in step 4d have a chance to speak, the chair will designate a time limit for each willing member of the public to speak. This is the time for local citizens to communicate with the SBC on the topic. SBC commissioners can ask questions of any speaker but should not answer any question outside of SBC procedure. The written comment period ends at the conclusion of the public hearing.

10. Upon the conclusion of the public hearing, the Administrative Section will
- a. Assemble and scan all correspondence received during the written comment period and make them available to the petitioner, city, township and county clerks

# BUREAU OF CONSTRUCTION CODES

or their designated agents for final response within 30 days. No other responses will be accepted for the SBC once the written response is filed.

b. Assemble the final packet for the commissioners. All written comments are included and added to the information already used in the Legal Sufficiency meeting. Once assembled, this information is forwarded to all 5 commissioners and alternates.

## Recommendation Meeting

11. The SBC holds the Recommendation meeting in Lansing, which is open to the public, where they discuss the information presented, any findings and the reasonableness of the proposed annexation. Upon conclusion of the discussion, a vote is taken to recommend to the Director to [123.1010 (1)]

- a. Deny the proposed annexation, giving reasons for denial;
- b. Approve the petition as submitted, giving reasons for approval; or
- c. Approve the petition with a revised boundary, giving reasons for revisions and approval.

12. After the Recommendation meeting, the Bureau will perform the actions below.

- a. The Administrative Law Specialist will assemble a cover memo and Final Order reflecting the outcome of the SBC and including the description of the land to be annexed to the city.
- b. The Administrative Section will assemble a document listing the summary of procedure, findings and conclusions. It will include
  - 1) A timeline of what was done and when;
  - 2) A summary of the findings discussed at the Recommendations meeting;
  - 3) A summary of the conclusions made by the SBC at the meeting;
  - 4) The description of the property included in the annexation, matching what was provided in the original petition;
  - 5) The map provided in the original petition;
  - 6) The questionnaires completed by the city and the township; and
  - 7) A draft copy of the Recommendation meeting minutes.
- c. The Bureau Administration will forward the cover memo, SBC Recommended Final Order and the procedure, findings and conclusions to the Director for consideration.

## Final Authorization

13. After the Director signs and issues the Final Order, the Administrative Section will
- a. Notify the petitioner, city, township and county clerks by emailing a copy of the Final Order and maintain a record of such notifications;
  - b. Send a copy of the Final Order to the Office of the Great Seal for recording; and
  - c. Send a copy of the Final Order to each person who was notified in Step 8 by regular mail.

# BUREAU OF CONSTRUCTION CODES

14. After the Director signs and issues the Final Order, public officials and residents have two ways to appeal the decision

a. Referendum election

1) This can be used only if

1. the annexation is approved;
2. a petition signed by at least 5% of the people residing in the annexed area on the date the annexation petition was filed; and
3. The referendum election is requested by petition within 45 days of the approval of the order.

2) The petition for referendum election can be brought by residents of

1. The area to be annexed;
2. The balance of the township outside the area to be annexed; or
3. The city to which the area is to be annexed.

3) If the petition for referendum election is valid

1. The SBC will recommend that the Director sign an order to place the question on the ballot in each area requesting an election.
2. There must be a majority vote in the area to be annexed, the balance of the township and the city to implement the annexation.

Judicial Review – an involved party may seek judicial review through the circuit court. The circuit court may affirm, modify, reverse or remand a Final Order.





**STATE BOUNDARY COMMISSION**  
**Act 191 of 1968**

AN ACT to create a state boundary commission; to prescribe its powers and duties; to provide for municipal incorporation, consolidation, and annexation; to prescribe penalties and provide remedies; and to repeal acts and parts of acts.

**History:** 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973;—Am. 1998, Act 191, Eff. Mar. 23, 1999.

**Compiler's note:** For transfer of powers and duties of the state boundary commission from the department of commerce to the director of the department of consumer and industry services, see E.R.O. No. 1996-2, compiled at MCL 445.2001 of the Michigan Compiled Laws.

*The People of the State of Michigan enact:*

**123.1001 Definitions.**

Sec. 1. As used in this act:

- (a) "Adjusted boundaries" means the total area that would be encompassed by a municipality if a municipal boundary adjustment is approved as proposed in a petition or resolution.
- (b) "Commission" means the state boundary commission.
- (c) "Secretary" means the executive secretary of the commission.
- (d) "Municipality" means an incorporated city or village.
- (e) "Municipal boundary adjustment" means incorporation of a new city or village, consolidation of 2 or more cities, villages or townships as a new city, and the annexation of territory to a city where the commission has jurisdiction over annexation proceedings.

**History:** 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973.

**Compiler's note:** For transfer of powers and duties of the state boundary commission from the department of commerce to the director of the department of consumer and industry services, see E.R.O. No. 1996-2, compiled at MCL 445.2001 of the Michigan Compiled Laws.

**123.1002 State boundary commission; creation; appointment, qualifications, terms, and removal of members; vacancy; compensation; expenses; chairman.**

Sec. 2. The state boundary commission is created consisting of 3 members appointed by the governor with the advice and consent of the senate. The term of office of members shall be 3 years and until their successors are appointed and qualified. A member of the commission may be removed in the manner provided by law for removal of a public officer. A vacancy shall be filled for the unexpired term in the same manner as the original appointment. Members appointed by the governor shall be known as state members and shall qualify by taking and filing the constitutional oath of office. The per diem compensation of the commission and the schedule for reimbursement of expenses shall be established annually by the legislature. The governor shall designate a state member as chairman of the commission.

**History:** 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1975, Act 72, Imd. Eff. May 20, 1975.

**Compiler's note:** For transfer of State Boundary Commission from the Department of Treasury to the Department of Commerce, see E.R.O. No. 1980-1, compiled at MCL 16.732 of the Michigan Compiled Laws.

**Transfer of powers:** See MCL 16.732 and 299.11.

**123.1003 State boundary commission; employees and consultants.**

Sec. 3. The commission may appoint such employees and retain such consultants as may be necessary, but who shall not be members of the commission, within limits of appropriations made for this purpose.

**History:** 1968, Act 191, Eff. Nov. 15, 1968.

**123.1004 State boundary commission; offices and facilities; rules, regulations, and procedures; meetings; records; oaths.**

Sec. 4. The commission shall be furnished with suitable office space and facilities in Lansing by the department of administration. The state members shall make rules and regulations and prescribe procedures necessary or desirable in carrying out the intent and purpose of this act, including forms of petitions for municipal boundary adjustments, and the documents, maps and supporting statements deemed to be necessary, establish rules for public hearings, for the submission of supplementary documents and statements, and governing the holding of elections where necessary. The state members shall meet when there are matters pending for their consideration and keep a record of all proceedings. The rules and regulations of the commission shall be promulgated in accordance with the provisions of Act No. 88 of the Public Acts of 1943,



as amended, being sections 24.71 to 24.80 of the Compiled Laws of 1948, and subject to the provisions of Act No. 197 of the Public Acts of 1952, as amended, being sections 24.101 to 24.110 of the Compiled Laws of 1948. The state members of the commission may administer oaths to persons appearing before the commission.

*History:* 1968, Act 191, Eff. Nov. 15, 1968.

*Administrative rules:* R 123.1 et seq. of the Michigan Administrative Code.

**123.1004a State boundary commission; conducting business at public meeting; notice; availability of writings to public.**

Sec. 4a. (1) The business which a commission created pursuant to this act may perform shall be conducted at a public meeting of the commission held in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

(2) A writing prepared, owned, used, in the possession of, or retained by a commission created pursuant to this act in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

*History:* Add. 1978, Act 599, Imd. Eff. Jan. 4, 1979.

**123.1005 Municipal boundary adjustments; appointment of county members and alternates to serve on commission; residency requirement; vacancy; term; per diem and expenses; oath.**

Sec. 5. The presiding probate judge in each county shall appoint 2 persons and 2 alternates for those persons residing in that county to serve on the commission when the commission considers municipal boundary adjustments for territory lying within his or her county. One appointee and his or her alternate shall reside in a township, and 1 appointee and his or her alternate shall reside in a city. If there is no city in a county at the time of the filing of a petition for a municipal boundary adjustment, the presiding probate judge shall appoint 2 county members and alternates from the county at large. Within 30 days after notice from the commission that a municipal boundary adjustment is pending in the county and the office of 1 or more of the county members is vacant, the presiding probate judge shall make original appointments and any appointment to fill a vacancy. A county member shall serve for 3 years and until his or her successor is appointed and qualified. Notwithstanding the appointment and qualification of a successor, a county member shall continue to serve until the conclusion of all boundary adjustment matters which were filed during his or her term or the filing of which gave rise to his or her appointment. If a municipal boundary adjustment involves territory lying in more than 1 county, the county members of the county in which the greater part of the territory to be included within the adjusted boundaries lies shall serve on and be voting members of the commission. A county member shall receive per diem and expenses as authorized and paid by the county board of commissioners when serving on the commission on matters involving territory within his or her county. A county member shall qualify by taking and filing the constitutional oath of office.

*History:* 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973;—Am. 1988, Act 39, Imd. Eff. Mar. 7, 1988

**123.1006 Order of processing petitions and resolutions.**

Sec. 6. Except as otherwise provided in this act, the commission shall process all petitions and resolutions in the order in which they are filed and shall finally dispose of a petition or resolution before taking up any other petitions or resolutions which deal with all or any part of the same territory. With respect to petitions for annexation proceedings filed with the board of supervisors or the secretary of state and petitions or resolutions for boundary adjustment proceedings filed with the commission, covering all or any part of the same territory, the petition or resolution first filed shall be processed before and take precedence over a petition or resolution subsequently filed.

*History:* 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973.

**123.1007 Incorporation of village or city; initiation; petitions; signatures and filing; powers and duties of commission; census; other means of incorporation; incorporation of general law village or home rule village without change of boundaries.**

Sec. 7. (1) Except as otherwise provided in this act, the incorporation of a village shall be initiated as prescribed in and shall be subject to Act No. 278 of the Public Acts of 1909, as amended, being sections 78.1 to 78.28 of the Michigan Compiled Laws, and the incorporation of a city shall be initiated as prescribed in and shall be subject to Act No. 279 of the Public Acts of 1909, as amended, being sections 117.1 to 117.38 of the

4839 VILLAGE VOTERS = 241.95 SIGNATURES

Michigan Compiled Laws.

(2) Except as provided in section 10a, petitions proposing the incorporation of a city shall be signed by a number of persons who are qualified electors and freeholders residing within the affected territory equal to at least 5% of the population of the territory affected by the proposed new incorporation, or 100, whichever number is greater.

(3) Except as provided in subsection (6) and section 10a, petitions for incorporation shall be filed with the commission. The commission shall exercise the powers and carry out the duties of the board of supervisors, the village council, or the secretary of state in relation to incorporations.

(4) A census of the territory affected by an incorporation or consolidation as provided in section 2 of Act No. 278 of the Public Acts of 1909, as amended, being section 78.2 of the Michigan Compiled Laws, or by section 6 of Act No. 279 of the Public Acts of 1909, as amended, being section 117.6 of the Michigan Compiled Laws, shall not be taken unless a proper petition for the incorporation or consolidation has been filed with the commission and the census has been specifically ordered by the commission.

(5) Except as provided in subsection (6) and section 10a, while this act is in effect no other means of incorporation of a city or village shall be effective.

(6) The incorporation of a general law village as a home rule village without a change of boundaries shall be initiated as prescribed in and subject to Act No. 278 of the Public Acts of 1909, as amended.

**History:** 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973;—Am. 1981, Act 67, Imd. Eff. June 23, 1981;—Am. 1982, Act 457, Imd. Eff. Dec. 30, 1982.

### **123.1007a Violation of MCL 168.1 to 168.992 applicable to petitions; penalties.**

Sec. 7a. A petition under section 10(3) or 12a(3), including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

**History:** Add. 1998, Act 191, Eff. Mar. 23, 1999.

### **123.1008 Review of proposed incorporations; certifying nonconformance of petition; return of petition; public hearing; commencement of time period; notice of hearing; sufficiency or legality of petition.**

Sec. 8. (1) The commission shall review proposed incorporations considering the criteria established by section 9.

(2) If the commission finds that a petition does not conform to this act, to Act No. 278 of the Public Acts of 1909, as amended, or Act No. 279 of the Public Acts of 1909, as amended, to the extent that the requirements are not superseded by this act, or to the rules of the commission, it shall certify the nonconformance, stating the reasons for the nonconformance, and return the petition to the person from whom it was received with the certificate.

(3) At least 60 days but not more than 220 days after the filing with the commission of a sufficient petition proposing incorporation, the commission shall hold a public hearing at a convenient place in the area proposed to be incorporated. At the public hearing the reasonableness of the proposed incorporation based on the criteria established in this act shall be considered. If section 6 prohibits the commission's acting on a petition because 1 or more petitions or resolutions have priority the time period provided in this section shall commence on the date upon which the prohibition ceases.

(4) The commission shall give notice of the hearing in the manner required by section 4a(1) and by publication in a newspaper of general circulation in the area at least 7 days before the date of the hearing, and by certified mail to the clerks of municipalities and townships affected, at least 30 days before the date of the hearing. After the commission has entered its order for a public hearing on an incorporation proposal, neither the sufficiency nor legality of the petition shall be questioned in a proceeding.

**History:** 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973;—Am. 1978, Act 599, Imd. Eff. Jan. 4, 1979.

**Compiler's note:** For provisions of Act 278 of 1909 and Act 279 of 1909, referred to in this section, see MCL 78.1 et seq. and MCL 117.1 et seq.

**Administrative rules:** R 123.1 et seq. of the Michigan Administrative Code.

### **123.1009 Review of proposed incorporation; criteria.**

Sec. 9. Criteria to be considered by the commission in arriving at a determination shall be:

(a) Population; population density; land area and land uses; assessed valuation; topography, natural

boundaries and drainage basins; the past and probable future urban growth, including population increase and business, commercial and industrial development in the area. Comparative data for the incorporating municipality, and the remaining portion of the unit from which the area will be detached shall be considered.

(b) Need for organized community services; the present cost and adequacy of governmental services in the area to be incorporated; the probable future needs for services; the practicability of supplying such services in the area to be incorporated; the probable effect of the proposed incorporation and of alternative courses of action on the cost and adequacy of services in the area to be incorporated and on the remaining portion of the unit from which the area will be detached; the probable increase in taxes in the area to be incorporated in relation to the benefits expected to accrue from incorporation; and the financial ability of the incorporating municipality to maintain urban type services in the area.

(c) The general effect upon the entire community of the proposed action; and the relationship of the proposed action to any established city, village, township, county or regional land use plan.

History: 1968, Act 191, Eff. Nov. 15, 1968.

### **123.1010 Denial or approval of proposed incorporation; revision of boundaries; referendum on question of incorporation.**

Sec. 10. (1) After the public hearing on a proposed incorporation and review thereof by the commission, the commission may deny the proposed incorporation, approve the petition, or revise the boundaries of the area proposed for incorporation and approve the proposal as revised.

(2) If an incorporation proposal is denied by the commission, its order is final immediately and the secretary shall transmit a certified copy of the order to the petitioner and the clerk of each city, village, and township affected.

(3) If an incorporation proposal is approved with or without a revision of the boundaries, the commission's order is final 45 days after the date of the order unless within that 45 days a petition for a referendum is filed with the commission that contains the signatures of at least 5% of the registered electors residing in the area to be incorporated as approved by the commission. If a petition is not filed and the commission's order becomes final, the secretary shall send a certified copy of the order to the petitioner, to the clerk of each county, city, village, or township affected, and to the secretary of state. Charter commission elections and proceedings under the home rule village act, 1909 PA 278, MCL 78.1 to 78.28, or the home rule city act, 1909 PA 279, MCL 117.1 to 117.38, shall follow.

(4) If a referendum petition is filed, the commission, after determining the validity of the petition, shall order a referendum on the question of incorporation to be held in the area approved for incorporation and shall specify a date later than the referendum on which the commission's order shall become final if the proposal is approved at the referendum.

(5) If a majority of the electorate voting on the question in the territory approved for incorporation voting collectively approves the incorporation, the commission's order shall become final on the date specified therein, the secretary shall send a certified copy of the order to the petitioner, to the clerk of each county, city, village, or township affected, and to the secretary of state. Charter commission elections and proceedings under the home rule village act, 1909 PA 278, MCL 78.1 to 78.28, or the home rule city act, 1909 PA 279, MCL 117.1 to 117.38, and except as provided in subsection (6), shall follow. Otherwise the incorporation shall not take effect and no further proceedings on the petition shall take place.

(6) If on submission of a second charter, a favorable vote by a majority of the electors residing in the area proposed for incorporation is not obtained, the incorporation proceedings shall end and the charter commission shall have no further authority to act or to submit another charter to the electors. If a charter has not been adopted within a period of 3 years following the date the commission's order becomes final, or if within the 3-year period the charter commission does not reconvene within 90 days after the election at which the first proposed charter was defeated, the incorporation proceedings are ended.

History: 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973;—Am. 2008, Act 419, Imd. Eff. Jan. 6, 2009.

Compiler's note: For provisions of Act 278 of 1909 and Act 279 of 1909, referred to in this section, see MCL 78.1 et seq. and MCL 117.1 et seq.

### **123.1010a Incorporation of village as city; population and other incorporation requirements; initiation; submittal to electors; election of charter commissioners; effective date of incorporation; stay of proposed change of boundaries after incorporation approved by electors; division of assets and liabilities.**

Sec. 10a. (1) In compliance with section 20 of article 7 of the state constitution of 1963, if all the territory of an organized township is included within the boundaries of a village or villages, the village or villages,

without boundary changes, may be incorporated as a city or cities as provided in this section. The incorporation shall include all the territory within the boundaries of a village notwithstanding that the village includes territory within another organized township a part of which township lies without the boundaries of the village.

(2) Except as otherwise provided in this section, incorporation under this section is not governed by the population and other incorporation requirements of Act No. 279 of the Public Acts of 1909, as amended, being sections 117.1 to 117.38 of the Michigan Compiled Laws.

(3) Incorporation under this section is initiated by a resolution of the village council which resolution shall call for a referendum on the incorporation. The proposed incorporation shall be submitted to the qualified electors of the village at the next regular village election occurring not less than 40 days after adoption of the resolution. If the next regular village election will not occur within 90 days, the resolution may fix a date preceding the next regular village election for a special election on the proposed incorporation.

(4) The resolution proposing incorporation may also call for an election of charter commissioners as provided in Act No. 279 of the Public Acts of 1909, as amended.

(5) Incorporation under this section is effective when a charter is adopted and filed as provided in Act No. 279 of the Public Acts of 1909, as amended.

(6) After an incorporation under this section is approved by a majority of the electors voting on the question, a proposed change of boundaries by incorporation, consolidation, or annexation shall be stayed until proceedings under this section are finished.

(7) Assets and liabilities of the township, townships, or parts of townships affected by the incorporation of a city shall be divided on the effective date of incorporation as provided in section 14 of Act No. 279 of the Public Acts of 1909, as amended, being section 117.14 of the Michigan Compiled Laws.

History: Add. 1982, Act 457, Imd. Eff. Dec. 30, 1982.

#### **123.1011 Succession to property and liabilities; division of properties; sharing of revenues; tax assessment and collection.**

Sec. 11. Succession to property and liabilities, division of properties, sharing in revenue from various taxes and state funds distributable among local units and assessment and collection of taxes in newly incorporated municipalities shall be governed by the existing provisions of law.

History: 1968, Act 191, Eff. Nov. 15, 1968.

#### **123.1011a Jurisdiction over annexation petitions or resolutions.**

Sec. 11a. The commission shall have jurisdiction over petitions or resolutions for annexation as provided in section 9 of Act No. 279 of the Public Acts of 1909, as amended.

History: Add. 1972, Act 362, Imd. Eff. Jan. 9, 1973.

Compiler's note: For provisions of section 9 of Act 279 of 1909, referred to in this section, see MCL 117.9.

#### **123.1011b Resolution calling for referendum on question of annexation; conditions; filing; order; referendum and election resolution not passed; approval of annexation; applicability of section; section as alternative to referendum and election process provided for in MCL 117.9(5).**

Sec. 11b. (1) If the commission, after determining the validity of a petition or resolution for annexation, has ordered a public hearing pursuant to section 9 of Act No. 279 of the Public Acts of 1909, as amended, being section 117.9 of the Michigan Compiled Laws, and if on the date the petition or resolution was filed more than 100 persons resided in the area proposed for annexation, the legislative body of each city and township affected by the proposed annexation may pass a resolution calling for a referendum on the question of annexation. If a copy of each resolution passed by the legislative body of each affected city and township is filed with the commission and the commission approves the annexation, the commission, in its order approving the annexation, shall order that a referendum on the question of annexation be held in each affected city and township. If a resolution calling for a referendum on the question of annexation is not passed by each affected city and township and filed with the commission, the referendum and election shall be subject to section 9(5) of Act No. 279 of the Public Acts of 1909, as amended. However, if a referendum in each affected city and township is ordered pursuant to this section and if the majority of the electorate voting on the question in each city and township in which a referendum was held, voting separately, approve the annexation, the annexation shall be effective on a date set by order of the commission, otherwise the annexation shall not take effect.

(2) This section shall apply to all petitions or resolutions for annexation filed with the commission after May 1, 1982.

(3) This section is an alternative to the referendum and election process provided for in section 9(5) of Act No. 279 of the Public Acts of 1909, as amended, and does not supersede section 9(5) of Act No. 279 of the Public Acts of 1909, as amended.

*History:* Add. 1982, Act 192, Imd. Eff. June 24, 1982.

**123.1012 Petition for consolidation; filing; inclusion of township; contents of petition; rejection of petition.**

Sec. 12. (1) Proceedings for consolidation may be initiated by the filing of a petition with the commission signed by a number of registered electors who are residents of 1 or more of the affected municipalities at least equal to 5% of the total population of the affected municipalities:

Provided, however, That no new city may be created by the consolidation process unless at least 1 of the municipalities to be consolidated is an incorporated city.

(2) Any township having a common boundary that is contiguous with a city or village proposed for consolidation may be included in the consolidation if no village is incorporated within the territorial boundaries of the township or, if 1 or more villages are incorporated within the territorial boundaries of the township, then such village or villages shall be included within the consolidation. When any township is included in a consolidation, the term "municipality" as used in sections 12 to 17 shall include the township and the procedures set forth in such sections shall be altered as may be necessary to provide for the township.

(3) The petition shall name the municipalities proposed to be consolidated and shall request the commission to take the proceedings necessary for consolidation under this act. The commission shall reject a petition for consolidation if a proposition to consolidate the identical municipalities has been voted on within the 2 years immediately preceding the filing of the later petition. This shall not prevent the consolidation of 2 or more municipalities, which were included in a proposed consolidation voted on in the preceding 2 years, with or without additional territory, if the prior proposition included 1 or more municipalities which are not included in the later proposition.

(4) If the commission finds that a petition does not conform to the provisions of this act, Act No. 278 of the Public Acts of 1909, as amended, or of Act No. 279 of the Public Acts of 1909, as amended, to the extent that provisions thereof are not superseded by this act, or to the rules promulgated by the commission, the commission shall return the petition to the person from whom it was received together with a certified copy of its reasons for rejecting the petition. If the commission finds that the petition is proper it shall proceed in the manner specified for the processing of petitions which propose incorporation.

*History:* 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973.

*Compiler's note:* For provisions of Act 278 of 1909 and Act 279 of 1909, referred to in this section, see MCL 78.1 et seq. and MCL 117.1 et seq.

*Administrative rules:* R 123.1 et seq. of the Michigan Administrative Code.

**123.1012a Denial or approval of consolidation; revision of boundaries; referendum on question of consolidation; notice.**

Sec. 12a. (1) After the public hearing on a proposed consolidation and review by the commission, the commission may deny the proposed consolidation, revise the boundaries of the territory to be consolidated and approve the proposal, or approve the consolidation without any change.

(2) If a consolidation proposal is denied by the commission its order is final immediately and the secretary shall transmit a certified copy thereof to the petitioner and the clerk of each city, village or township affected.

(3) If a consolidation proposal is approved with or without a revision of the boundaries the commission's order becomes final 45 days after the date of the order unless within that 45 days a petition for a referendum is filed with the commission which contains the signatures of at least 5% of the registered electors residing in the area to be consolidated as approved by the commission. If a petition is not filed and the commission's order becomes final the secretary shall send a certified copy of the order to the petitioner and the clerk of each county, city, village or township affected and to the secretary of state. If the petition is filed, the commission after determining the validity of the petition shall submit the proposition to a vote of the electors of the affected municipalities and shall specify a date later than the referendum on which the commission's order becomes final.

(4) In order to be adopted, the proposition to consolidate shall receive an affirmative majority vote in each municipality affected voting separately. If a majority of the votes cast in each municipality affected are in favor of the proposed consolidation the commission's order becomes final and proceedings may be conducted in accordance with sections 13 to 17. Otherwise the proceedings on the consolidation proposal shall terminate.

(5) The secretary shall notify the clerk of each municipality affected by the consolidation of the date for the election and the question to be submitted. Each clerk shall arrange for an election on the question of the

proposed consolidation and for the election of the charter commissioners to be elected from his municipality and he shall follow the procedure prescribed in the state election law except as otherwise provided in this act.

**History:** Add. 1972, Act 362, Imd. Eff. Jan. 9, 1973.

**123.1012b Jurisdiction of commission over reannexation of detached territory.**

Sec. 12b. The commission shall have jurisdiction over reannexation of territory detached under section 9b of Act No. 279 of the Public Acts of 1909, being section 117.9b of the Michigan Compiled Laws, only to the extent provided in section 9b of Act No. 279 of the Public Acts of 1909.

**History:** Add. 1982, Act 457, Imd. Eff. Dec. 30, 1982.

**123.1013 Proposed consolidation including portion of township; "municipality" defined; order; election and number of charter commissioners; appointment of charter commissioners; resolution; eligibility; applicability of subsection (2).**

Sec. 13. (1) If a proposed consolidation includes a portion of a township, the term "municipality" as defined in sections 1 and 12 when used in this section and sections 14, 15, and 17 means only that portion included within the proposed consolidated city. Except as provided in subsection (2), when its order approving a proposed consolidation becomes final, the commission shall call an election of 9 charter commissioners who shall be registered electors of the municipalities proposed for consolidation, each having a residence of at least 2 years in the municipality from which he or she is to be elected immediately before the election. The commission shall determine the number of charter commissioners to be elected from each municipality proposed for consolidation, which number shall be as nearly proportionate as possible to the municipality's population. Each municipality proposed for consolidation is entitled to a minimum of 1 charter commissioner, regardless of population. If charter commissioners are elected at the same election at which the proposition to consolidate is submitted, the election of the charter commissioners is void if the proposition to consolidate is not adopted. If charter commissioners are not elected at the election at which the proposition to consolidate is submitted they shall be elected at a separate election to be held within 60 days after a favorable vote on the proposition to consolidate, which election date shall be set by the commission. A municipal officer or employee, elected or appointed, shall not be eligible for election to the charter commission.

(2) The municipalities proposed for consolidation may, by resolution of their respective governing bodies, choose to appoint their charter commissioners pursuant to this subsection. If the municipalities proposed for consolidation choose to appoint their charter commissioners pursuant to this subsection, the commission, when its order approving a proposed consolidation becomes final, shall instruct the governing bodies of the municipalities proposed for consolidation to appoint not less than 8 and not more than 10 charter commissioners. The governing body of each municipality proposed for consolidation shall appoint an equal number of charter commissioners. The appointees for charter commissioner shall be residents of the municipalities from which they are to be appointed for not less than 2 years immediately preceding the appointment and shall also be registered electors in the municipalities from which they are to be appointed. The charter commissioners shall be appointed within 180 days after the commission's order approving a proposed consolidation becomes final as determined pursuant to section 12a(3). A municipal officer or employee, elected or appointed, shall not be eligible for appointment to the charter commission. This subsection shall apply to all municipalities whose proposals for consolidation are approved by the commission after January 1, 1982.

**History:** 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973;—Am. 1982, Act 192, Imd. Eff. June 24, 1982.

**123.1014 Election on consolidation; form of ballot; expenses; canvass; returns; commissioners.**

Sec. 14. The ballot to be used in an election on consolidation shall be substantially in the following form:

"For consolidation of the cities (and villages) of ..... and ..... (naming each city or village) [ ] yes [ ] no"

Each municipality proposed for consolidation shall bear its own election expenses, the results shall be canvassed by the canvassing board of each municipality, and the returns thereof made to the commission. The nominations, qualifications of commissioners, form of ballot, election and all other things to be done in the election of commissioners, shall be as provided in section 15 of Act No. 279 of the Public Acts of 1909, as amended. The nomination and election in each municipality shall be separate, and the members of the charter commission from each municipality shall be the sole judge of the membership and qualifications of the commissioners elected from such municipality. If only 1 commissioner is to be elected from a municipality and his qualifications are challenged, not less than a majority of the other charter commissioners elected and



serving shall be the sole judges of the qualifications of such commissioner.

History: 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973.

Compiler's note: For provisions of section 15 of Act 279 of 1909, referred to in this section, see MCL 117.15.

**123.1015 Meeting of charter commission; notice; procedure for adopting charter; power, duties, and procedure of commission; submission of charter to electors.**

Sec. 15. The charter commission shall meet for organization at the time and place to be designated by the secretary, who shall notify each member elected in writing thereof. The procedure for adopting a charter and the powers, duties and procedure of the charter commission shall be as prescribed in Act No. 278 of the Public Acts of 1909, as amended, or of Act No. 279 of the Public Acts of 1909, as amended, except as otherwise prescribed in this act. When the charter commission has been elected, it shall proceed to formulate and prepare a charter, and agree upon a name or a choice of names for the consolidated city, which charter, when prepared, shall be submitted to the electors of the municipalities proposed for consolidation, for rejection or adoption. If the charter is adopted by a majority of the electors of each municipality proposed for consolidation, voting separately, the consolidation in the charter shall be operative at such time as shall be stated in the charter.

History: 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973.

Compiler's note: For provisions of Act 278 of 1909 and Act 279 of 1909, referred to in this section, see MCL 78.1 et seq. and MCL 117.1 et seq.

**123.1016 Charter of consolidated city; preparation, contents; effect of adoption of provisions in charter.**

Sec. 16. In the preparation of a charter of a consolidated city, any power, limitation or provision granted to any of the cities or villages affected by the consolidation in any charter previously adopted by such city or village or granted or passed by the legislature for the government of such city or village and contained in the charter of the city or village at the time of the vote to consolidate may be included in the charter of the consolidated city, and when so included, such power, limitation, or the effect of any such provision shall continue with the same force and effect as when adopted by the city or village or granted or passed by the legislature in the first instance.

History: 1968, Act 191, Eff. Nov. 15, 1968.

**123.1017 Corporate status of municipalities; submission of revised charter to electors; effect of unfavorable vote; termination of proceedings.**

Sec. 17. (1) The corporate status of the cities and villages proposed for consolidation shall not be changed or in any way affected until the charter takes effect.

(2) If the charter first submitted for adoption is not approved on the first vote taken by the electors, the charter commission may reconvene and prepare a new charter or prepare modifications or amendments to the first charter as they consider necessary, and shall submit the revised charter to the electors in the same manner and on a date to be fixed as in the first instance.

(3) If on submission of the second charter a favorable vote by a majority of the electors voting separately in the municipalities proposed for consolidation is not obtained, the consolidation proceedings shall end and the charter commission shall have no further authority to act or to submit another charter to the electors.

(4) If a charter has not been adopted within 3 years following the date the commission's order became final, or if within the 3-year period the charter commission does not reconvene within 90 days after the election at which the first proposed charter was defeated, the consolidation proceedings shall end.

History: 1968, Act 191, Eff. Nov. 15, 1968;—Am. 1972, Act 362, Imd. Eff. Jan. 9, 1973;—Am. 2008, Act 419, Imd. Eff. Jan. 6, 2009.

**123.1018 Judicial review.**

Sec. 18. Every final decision by the commission shall be subject to judicial review in a manner prescribed in Act No. 197 of the Public Acts of 1952, as amended, being sections 24.101 to 24.110 of the Compiled Laws of 1948.

History: 1968, Act 191, Eff. Nov. 15, 1968.

**123.1019 State boundary commission within department of treasury; establishment.**

Sec. 19. The commission is established within the department of treasury.

History: 1968, Act 191, Eff. Nov. 15, 1968.

Compiler's note: For transfer of State Boundary Commission from the Department of Treasury to the Department of Commerce, see

E.R.O. No. 1980-1, compiled at MCL 16.732 of the Michigan Compiled Laws.

**Transfer of powers:** See MCL 16.732.

**123.1020 Repeals.**

Sec. 20. Act No. 390 of the Public Acts of 1913, being sections 123.21 and 123.22 of the Compiled Laws of 1948, is repealed.

**History:** 1968, Act 191, Eff. Nov. 15, 1968.

**THE HOME RULE CITY ACT (EXCERPT)**  
**Act 279 of 1909**

**117.9 Incorporation, consolidation, or change of boundaries; governing law; affected district; petition or resolution for annexation; voting; duties of commission.**

Sec. 9. (1) In the event of a conflict between the provisions of this act and 1968 PA 191, MCL 123.1001 to 123.1020, regarding an incorporation or consolidation, the provisions of 1968 PA 191, MCL 123.1001 to 123.1020, shall govern. The district to be affected by the proposed incorporation, consolidation, or change of boundaries is considered to include the whole of each city, village, or township from which territory is to be taken or to which territory is to be annexed. When a territory is proposed to be incorporated as a city only the residents of the territory to be incorporated shall vote on the question of incorporation. When a petition signed by the appropriate agency designated by the state administrative board which holds legal title to the entire area of the land in the territory adjacent to the city to be annexed, is filed with the governing body of the city and township in which the territory is situated, the annexation may be accomplished by the affirmative majority vote of the governing body of the city and the approval of the township board of the township.

(2) Except as provided in subsections (1) and (8), a petition or resolution for annexation of territory shall be filed with the state boundary commission created under 1968 PA 191, MCL 123.1001 to 123.1020. The commission, after determining the validity of the petition or resolution, shall hold a public hearing in or reasonably near the area proposed for annexation. The commission in processing and approving, denying, or revising a petition or resolution for annexation shall have the same powers and duties as provided under 1968 PA 191, MCL 123.1001 to 123.1020, relating to petitions which propose incorporations. In addition to providing notice to property owners located in the area proposed for annexation, the commission shall also give notice of each public hearing held under this subsection to property owners located within 300 feet of the area proposed for annexation by certified mail not less than 30 days before the date of the public hearing. Not less than 45 days before the date of the public hearing, the local unit of government capable of producing the information required under this section shall provide the state boundary commission with a list of the names and addresses of all persons the commission is required to provide notice to under this subsection. The commission is required to provide notice only to the property owners included on the list provided by the local unit of government as required under this section.

(3) If an annexation is denied by the commission, the commission shall send a certified copy of its order to the clerk of each county, city, village, and township affected.

(4) If an annexation is approved, and if on the date the petition or resolution was filed 100 persons or less resided in the area approved for annexation, the commission's order shall not be subject to a referendum. The commission shall send a certified copy of its order to the clerk of each county, city, village, and township affected and to the secretary of state. The annexation shall be effective on a date set forth in the commission's order.

(5) If an annexation is approved, and if on the date the petition or resolution was filed more than 100 persons resided in the area approved for annexation, the commission shall send a certified copy of its order to the clerk of each county, city, village, and township affected and to the secretary of state. The commission's order shall become final 30 days after the date of the order unless within that 30 days a petition is filed with the commission which contains the signatures of at least 25% of the registered electors residing in the portion of the territory approved for annexation, in the annexing city or in the balance of the township. The commission after verifying the validity of any referendum petition shall order that a referendum on the question of annexation be held in each area from which a valid petition was filed. If a valid petition is not filed within the 30 days or if the majority of the electorate voting on the question in each area in which a referendum was held, voting separately, approve the annexation, the annexation shall be effective on a date set by order of the commission, otherwise the annexation shall not take effect.

(6) The commission shall reject a petition or resolution for annexation of territory that includes all or any part of the territory which was described in any petition or resolution for annexation filed within the preceding 2 years and which was denied by the commission or was defeated in an election under subsection (5).

(7) In addition to the methods for initiating annexation as provided in this act, a petition or resolution as follows may be submitted to the state boundary commission in a form and manner prescribed by the commission:

(a) By resolution of the legislative body of the city to which the area is proposed to be annexed.

(b) By petition by the persons, firms, corporations, the United States government, or the state or any of its subdivisions who collectively hold equitable title as a vendee under a recorded land contract or memorandum of land contract, or record title to 75% or more of the area of the land exclusive of streets in the territory proposed for annexation at the time of filing the petition.

(c) By petition by 20% of the registered electors who reside in the area proposed for annexation.

(8) Where the territory proposed to be annexed to any city is adjacent to the city and consists of a park or vacant property located in a township and owned by the city annexing the territory, and there is no one residing in the territory, the territory may be annexed to the city solely by resolution of the city council of the city. In any case where the territory proposed to be annexed is adjacent to the city and consists of property owned by the city or consists of fractional parts of platted subdivision lots, located in an adjoining city, village, or township, the annexation may also be accomplished by the majority vote of the legislative body of the city and the approval of the legislative body of the adjoining city, village, or township. As an alternate method, where there are no qualified electors residing in the territory proposed to be annexed to the city, other than the person or persons petitioning, a petition signed by a person or persons, firms, corporations, the United States government, or the state or any of its subdivisions who collectively hold the equitable title as a vendee under a recorded land contract or memorandum of land contract, or record legal title to more than 1/2 of the area of the land in the territory to be annexed is filed with the city council of the city and with the township board of the township in which the territory is situated, the annexation may be accomplished by the affirmative majority vote of the city council of the city and the approval of the township board of the township. At least 10 days prior to the approval by the township board, the township treasurer shall notify, personally or by registered mail with return receipt demanded, the owners of all real property in the territory to be annexed as shown on the assessment rolls of the township at the last known address on file with the township treasurer. Except as otherwise provided, this section shall not be construed to give any city the authority to attach territory from any other city unless the question relative to the territory has been voted upon by the voters of the entire cities affected where the territory proposed to be annexed is adjacent to a city and consists of property owned by the city or consists of fractional parts of platted subdivision lots, located in an adjoining city.

(9) The provisions of section 14 shall not be applicable to an annexation approved by the commission of part of a township or village to a city except in the event of outstanding bonds or other evidences of indebtedness of the township or village. In such event, the commission shall determine and order an equitable division of assets and liabilities which relate to the bonds or other indebtedness.

(10) The provisions of sections 8 and 8a shall not be applicable to petitions or resolutions filed with the state boundary commission.

(11) After March 31, 1971, and so long as 1968 PA 191, MCL 123.1001 to 123.1020, is in effect, annexation of territory from a township or village to a home rule city shall be as provided in this section and no other means of annexation shall be effective.

(12) The state boundary commission shall mail a copy of any final order issued under this section to each property owner the commission is required to provide notice to under subsection (2).

**History:** 1909, Act 279, Eff. Sept. 1, 1909;—CL 1915, 3312;—Am. 1917, Act 225, Eff. Aug. 10, 1917;—Am. 1925, Act 337, Eff. Aug. 27, 1925;—CL 1929, 2245;—Am. 1931, Act 314, Imd. Eff. June 16, 1931;—Am. 1935, Act 48, Imd. Eff. May 6, 1935;—Am. 1947, Act 36, Eff. Oct. 11, 1947;—Am. 1947, Act 334, Eff. Oct. 11, 1947;—CL 1948, 117.9;—Am. 1951, Act 58, Eff. Sept. 28, 1951;—Am. 1956, Act 68, Eff. Aug. 11, 1956;—Am. 1970, Act 219, Eff. Apr. 1, 1971;—Am. 1984, Act 352, Eff. Mar. 29, 1985;—Am. 2004, Act 137, Imd. Eff. June 10, 2004.

**Constitutionality:** This section, the enabling legislation which grants the state boundary commission authority over annexation petitions or resolutions, is constitutional. *Midland Township v State Boundary Commission*, 401 Mich 641; 259 NW2d 326 (1977).

**INTERGOVERNMENTAL CONDITIONAL TRANSFER OF PROPERTY BY CONTRACT**  
**Act 425 of 1984**

AN ACT to permit the conditional transfer of property by contract between certain local units of government; to provide for permissive and mandatory provisions in the contract; to provide for certain conditions upon termination, expiration, or nonrenewal of the contract; and to prescribe penalties and provide remedies.

History: 1984, Act 425, Eff. Mar. 29, 1985;—Am. 1998, Act 192, Eff. Mar. 23, 1999.

*The People of the State of Michigan enact:*

**124.21 Definitions.**

Sec. 1. As used in this act:

(a) "Economic development project" means land and existing or planned improvements suitable for use by an industrial or commercial enterprise, or housing development, or the protection of the environment, including, but not limited to, groundwater or surface water. Economic development project includes necessary buildings, improvements, or structures suitable for and intended for or incidental to use as an industrial or commercial enterprise or housing development; and includes industrial park or industrial site improvements and port improvements or housing development incidental to an industrial or commercial enterprise; and includes the machinery, furnishings, and equipment necessary, suitable, intended for, or incidental to a commercial, industrial, or residential use in connection with the buildings or structures.

(b) "Local unit" means a city, township, or village.

History: 1984, Act 425, Eff. Mar. 29, 1985;—Am. 1990, Act 22, Imd. Eff. Mar. 6, 1990.

**124.22 Conditional transfer of property; period; written contract; renewal.**

Sec. 2. (1) Two or more local units may conditionally transfer property for a period of not more than 50 years for the purpose of an economic development project. A conditional transfer of property shall be controlled by a written contract agreed to by the affected local units.

(2) A contract under this act may be renewed for additional periods of not to exceed 50 years upon approval of each legislative body of the affected local units.

History: 1984, Act 425, Eff. Mar. 29, 1985.

**124.23 Formulation of contract; factors.**

Sec. 3. When formulating a contract under this act, the local units shall consider the following factors:

(a) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial, and industrial development in the area to be transferred. Comparative data for the transferring local unit and the portion of the local unit remaining after transfer of the property shall be considered.

(b) The need for organized community services; the present cost and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rates in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.

(c) The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county, or regional land use plan.

History: 1984, Act 425, Eff. Mar. 29, 1985.

**124.24 Public hearing; notice; majority vote required.**

Sec. 4. (1) The legislative body of each local unit affected by a proposed transfer of property under this act shall hold at least 1 public hearing before entering into a contract under this act. Notice of the hearing shall be given in the manner provided by the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.

(2) A decision to enter into a contract under this act shall be made by a majority vote of those members elected and serving on the legislative body of each affected local unit.

History: 1984, Act 425, Eff. Mar. 29, 1985.

**124.25 Compliance as condition to entering into contract; resolution; referendum; approval by majority of electors; petition; effect of not filing petition or adopting resolution.**

Sec. 5. (1) A contract shall not be entered into under this act except in compliance with this section.

(2) If the governing body of a local unit involved in a transfer of property under this act adopts a resolution calling for a referendum on the transfer, the local unit may enter into the contract only if the transfer is approved by a majority of the electors voting on the transfer.

(3) If, within 30 days after a public hearing is held under section 4, a petition signed by 20% or more of the registered electors residing within the property to be transferred is filed with the clerk of the local unit in which the property is located, a referendum on the transfer shall be held in that local unit. If a majority of the electors voting on the transfer approve the transfer, the local unit may enter into the contract.

(4) If no registered electors reside within the property to be transferred and if, within 30 days after a public hearing is held under section 4, a petition signed by persons owning 50% or more of the property to be transferred is filed with the clerk of the local unit in which the property is located, a referendum on the transfer shall be held in that local unit. If a majority of the electors in the local unit voting on the transfer approve the transfer, the local unit may enter into the contract.

(5) If a petition is not filed or resolution is not adopted as provided in this section, the local unit may enter into the contract to transfer the property.

History: 1984, Act 425, Eff. Mar. 29, 1985.

**124.25a Violation of MCL 168.1 to 168.992 applicable to petitions; penalties.**

Sec. 5a. Except as otherwise provided in this section, a petition under section 5, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A petition under section 5(4) that is signed by landowners because no registered electors reside within the property to be transferred is not subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

History: Add. 1998, Act 192, Eff. Mar. 23, 1999.

**124.26 Contract; provisions.**

Sec. 6. If applicable to the transfer, a contract under this act may provide for any of the following:

(a) Any method by which the contract may be rescinded or terminated by any participating local unit before the stated date of termination.

(b) The manner of employing, engaging, compensating, transferring, or discharging personnel required for the economic development project to be carried out under the contract.

(c) The fixing and collecting of charges, rates, rents, or fees, where appropriate, and the adoption of ordinances and their enforcement by or with the assistance of the participating local units.

(d) The manner in which purchases shall be made and contracts entered into.

(e) The acceptance of gifts, grants, assistance funds, or bequests.

(f) The manner of responding for any liabilities that might be incurred through performance of the contract and insuring against any such liability.

(g) Any other necessary and proper matters agreed upon by the participating local units.

History: 1984, Act 425, Eff. Mar. 29, 1985;—Am. 2011, Act 114, Imd. Eff. July 20, 2011.

**124.27 Contract; additional provisions.**

Sec. 7. A contract under this act shall provide for the following:

(a) The length of the contract.

(b) Specific authorization for the sharing of taxes and any other revenues designated by the local units. The manner and extent to which the taxes and other revenues are shared shall be specifically provided for in the contract.

(c) Methods by which a participating local unit may enforce the contract including, but not limited to, return of the transferred area to the local unit from which the area was transferred before the expiration date of the contract.

(d) Which local unit has jurisdiction over the transferred area upon the expiration, termination, or nonrenewal of the contract.

History: 1984, Act 425, Eff. Mar. 29, 1985.

**124.28 Conditionally transferred property; jurisdiction.**

Rendered Monday, July 7, 2025

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Michigan Compiled Laws Complete Through PA 5 of 2025

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Sec. 8. Unless the contract specifically provides otherwise, property which is conditionally transferred by a contract under this act is, for the term of the contract and for all purposes, under the jurisdiction of the local unit to which the property is transferred.

History: 1984, Act 425, Eff. Mar. 29, 1985.

**124.29 Other method of annexation or transfer prohibited.**

Sec. 9. While a contract under this act is in effect, another method of annexation or transfer shall not take place for any portion of an area transferred under the contract.

History: 1984, Act 425, Eff. Mar. 29, 1985.

**124.30 Effect of filing contract; entering contract in book; contract as prima facie evidence of conditional transfer.**

Sec. 10. The conditional transfer of property pursuant to a contract under this act takes place when the contract is filed in the manner required by this section. After the affected local units enter into a contract under this act, the clerk of the local unit to which the property is to be conditionally transferred shall file a duplicate original of the contract with the county clerk of the county in which that local unit, or the greater part of that local unit, is located and with the secretary of state. That county clerk and the secretary of state shall enter the contract in a book kept for that purpose. The contract or a copy of the contract certified by that county clerk or by the secretary of state is prima facie evidence of the conditional transfer.

History: Add. 1990, Act 22, Imd. Eff. Mar. 6, 1990.





**THE CHARTER TOWNSHIP ACT (EXCERPT)**  
**Act 359 of 1947**

**42.34 Exemption of charter township from annexation to contiguous city or village; exceptions.**

Sec. 34. (1) A charter township existing on June 15, 1978, or a township incorporated after June 15, 1978 as a charter township that complies with the following standards, is exempt from annexation to any contiguous city or village except as provided in subsections (2) to (8):

- (a) Has a state equalized valuation of not less than \$25,000,000.00.
- (b) Has a minimum population density of 150 persons per square mile to be determined by the secretary of state by dividing the most recent regular or special census of population by the number of square miles then under the jurisdiction of the charter township not to include the population or territory within the jurisdiction of an incorporated village.
- (c) Provides fire protection service by contract or otherwise.
- (d) Is governed by a comprehensive zoning ordinance or master plan.
- (e) Provides solid waste disposal services to township residents, within or without the township, by contract, license, or municipal ownership.
- (f) Provides water or sewer services, or both, by contract or otherwise.
- (g) Provides police protection through contract with the sheriff in addition to normal sheriff patrol, through an intergovernmental contract, or through its own police department.

(2) Notwithstanding subsection (1), the state boundary commission may, under procedures initiated and conducted under section 9 of the home rule city act, 1909 PA 279, MCL 117.9, order a portion or portions of a charter township to be annexed as necessary to eliminate free standing islands of the township completely surrounded by an annexing city, or to straighten or align the exterior boundaries of the city or village in a manner that the charter township and city or village contain uniform straight boundaries wherever possible.

(3) Notwithstanding subsection (1), a portion of a charter township, which charter township is contiguous on all sides with a city or village, may be annexed by that city or village with the approval of a majority of the electors in that portion of a charter township.

(4) Notwithstanding subsection (1), if a qualified elector does not reside in the territory proposed to be annexed that is contiguous to the city or village, other than the 1 or more persons petitioning, or if a petition signed by 1 or more persons, firms, corporations, the United States government, or the state or any of its subdivisions that collectively hold the equitable title as vendee under a recorded land contract or memorandum of land contract, or recorded legal title to more than 1/2 of the area of the land in the territory to be annexed is filed with the city or village and with the township board of the charter township in which the territory is situated, the annexation may be accomplished by the affirmative majority vote of the city council or village board of the city or village and the approval of the charter township board of the township.

(5) Notwithstanding subsections (1) and (3), a portion of a charter township contiguous to a city or village may be annexed to that city or village upon the filing of a petition with the county clerk which petition is signed by 20% of the registered electors in the area to be annexed and approval by a majority of the qualified and registered electors voting on the question in the city or village to which the portion is to be annexed, and the portion of the township which is to be annexed, with the vote in each unit to be counted separately.

(6) If a petition is filed as provided in subsection (5), the county clerk, after determining the validity of the petition, shall order a referendum on the question of annexation. This referendum shall occur within 1 year after the validation of the petitions. The referendum shall be held at the first primary or general election held in that county not less than 60 days after the validation of the petition, or in compliance with the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

(7) A village having a population of 4,200 or more shall not be annexed to a contiguous unit of government unless a majority of the qualified and registered electors residing within the village vote in favor of the annexation at an election held under the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

(8) The common boundary of a charter township and a city or village may be adjusted by resolution approved by a majority of each of the respective governing bodies after the governing bodies give 90 days' notice to property owners in the area proposed for the boundary adjustment, and the governing bodies conduct a public hearing on the proposed boundary adjustment.

*History:* 1947, Act 359, Eff. Oct. 11, 1947;—CL 1948, 42.34;—Am. 1978, Act 242, Imd. Eff. June 15, 1978;—Am. 1978, Act 591, Imd. Eff. Jan. 4, 1979;—Am. 1983, Act 136, Imd. Eff. July 18, 1983;—Am. 1984, Act 353, Eff. Mar. 29, 1985;—Am. 2003, Act 300, Eff. Jan. 1, 2005.

**THE CHARTER TOWNSHIP ACT (EXCERPT)**  
**Act 359 of 1947**

**42.2 Incorporation; referendum; ballot, form and content; filing of petition or resolution by township clerk; finality of proceedings; term of incumbent officers; disincorporation.**

Sec. 2. Any eligible township shall become a charter township when the inhabitants thereof shall, by a majority vote of the electors thereof, voting on such proposition, declare in favor thereof at any general or special election at which the proposition to incorporate as a charter township shall be submitted to the electors of the township. At such election the township clerk shall prepare a ballot for the submission of such proposition in accordance with the general election laws of the state and setting forth such proposition as follows:

"Shall the township of ..... incorporate as a charter township which shall be a municipal corporation subject to the provisions of Act No. 359 of the Public Acts of 1947, as amended, which act shall constitute the charter of such municipal corporation?

Yes ( )

No ( )"

If on the vote being canvassed on the question of incorporation as a charter township, the result is determined to be in favor of such incorporation, the township clerk shall file with the secretary of state and with the county clerk of the county within which the township is located a copy of the petition or resolution initiating the move to become a charter township, together with the notice of the election at which such question was submitted to the electors of the township, the ballot upon which such question was submitted, and a certificate of the board of canvassers showing that the purposes of such petition or resolution have been approved by a majority of the electors of the township voting thereon, which certificate shall also give the number of votes cast on such proposition and the number cast for and against the same. From the date of such filing, the township shall be duly and legally incorporated as a charter township. After the filing of such petition or resolution and the other papers hereinabove required, neither the sufficiency thereof nor the legality of the incorporation of the township as a charter township may be questioned in any proceeding except by proceedings in the nature of quo warranto which shall be brought within 40 days after the date of such filing. All officers of any township which shall elect to become a charter township shall serve in the offices to which they have been elected or appointed for the balance of the terms for which they were elected or appointed and until their successors elect or to be elected shall qualify for and assume their respective offices. Any charter township may be disincorporated and returned to its previous status as a township governed under the provisions of chapter 16 of the Revised Statutes of 1846, as amended, being sections 41.1 to 41.103 of the Compiled Laws of 1948, by following the same procedures therefor as provided herein for adopting the provisions of this act. No election to disincorporate shall be held until 4 years after incorporation nor oftener than once each 4 years.

*History:* 1947, Act 359, Eff. Oct. 11, 1947;—CL 1948, 42.2;—Am. 1949, Act 70, Eff. Sept. 23, 1949;—Am. 1964, Act 163, Eff. Aug. 28, 1964.

Office of the Clerk  
248-634-9331 ext. 301  
Fax: 248-634-5482



George A. Kullis, Supervisor  
Karin S. Winchester, Clerk  
Jennifer Ryan, Treasurer  
Derek Burton, Trustee  
Ryan Matson, Trustee  
Michael McCanney, Trustee  
Richard Kinnamon, Trustee

## **RESOLUTION 2025-16: RESOLUTION FOR CHARITABLE GAMING LICENSE**

**WHEREAS**, Rose Hill Foundation 5130 Rose Hill Blvd., Township of Holly, County of Oakland has requested to be recognized as a nonprofit organization operating in Holly Township for the purpose of obtaining charitable gaming licenses.

**NOW THEREFORE LET IT BE RESOLVED** that the Holly Township Board of Trustees hereby recognizes Rose Hill Foundation, as a nonprofit organization operating in Holly Township for the purpose of obtaining charitable gaming licenses.

ADOPTED by the Holly Township Board of Trustees this 20<sup>th</sup> day of August, 2025.

Motion made by \_\_\_\_\_ and supported by \_\_\_\_\_ to adopt the forgoing resolution. Upon roll call vote, the following voted:

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN                     )  
   ) ss  
COUNTY OF OAKLAND                 )

### Clerk's Certificate

*The undersigned, being the duly qualified and acting Clerk of the Township of Holly, Oakland County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board at a regular meeting held on the 20<sup>th</sup> day of August, 2025, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.*

---

Karin S. Winchester, MMC  
Holly Township Clerk  
Oakland County, Michigan



## Assessment Administration Services, L.L.C.

August 14, 2025

Holly Township  
Mr. George Kullis, Township Supervisor  
102 Civic Drive  
Holly, MI 48442

RE: Request for Proposal for Assessing Services

Dear Mr. Kullis:

Assessment Administration Services has been providing cost effective solutions for municipalities throughout southeastern Michigan since 2009. We have an experienced staff that currently provides assessing functions to 38 Michigan municipalities in eight counties in Southeastern Michigan.

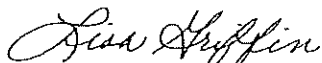
Assessment Administration Services staff has an overwhelming history of experience. We currently have a staff of 40 highly certified professionals and support staff. We are excited to offer a proposal for our services to Holly Township.

For the amount of \$114,840 with a 4% increase annually (for a three year contract), we propose the following:

- Provide a Michigan Advanced Assessing Officer or higher to certify the roll.
- Availability of assessing staff up to 8 hours per week either in person or through remote access. Additionally, Assessment Administration Services provides staff for field inspection purposes.
- Supervise and maintain the assessment roll as outlined by State Tax Commission rules and regulations including any special assessment or special act rolls.
- Prepare and administer the March, July and December Board of Reviews.
- Develop land value and economic condition factor analysis.
- Process all land division and combinations in the township.
- Review and process all sales and property transfers and principal residence exemptions.
- All fieldwork including personal property canvas.
- Prepare, defend and counsel regarding all Michigan Tax Tribunal cases and testify when necessary. If needed Assessment Administration Services can provide legal counsel at an additional cost to defend Michigan Tax Tribunals.
- Attend necessary work sessions and Township Board Meetings if needed.
- Assessment Roll Audit Compliance (Audit of Minimum Assessing Requirements).
- Provide knowledgeable customer service to the constituents of Holly Township.
- All performed duties required as the Assessor of record per the Michigan State Tax Commission's Supervising Preparation of the Assessment Roll Policy.

Also included with this proposal is a copy of our client list. We encourage you to contact any of our clients for a referral. We appreciate being able to offer you these proposals for our services and look forward to hearing from you soon.

Sincerely,



Lisa Griffin, MAAO, PPE  
President

## **List of Client Community References and Services Provided For Assessment Administration Services, L.L.C.**

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### **LAPEER COUNTY**

**Lapeer County Equalization:** **June 2018-Present**

**Services:** County Equalization  
Appraisal Staff  
**Contact:** Dana Miller  
810-667-0228

**Almont Township:** **2024**

**Services:** Assessor of Record  
Assessing Staff  
**Contact:** Paul Bowman  
810-798-8521

### **LENAWEE COUNTY**

**Rollin Township:** **May 2018-Present**

**Services:** Assessor of Record  
Assessing Staff  
**Contact:** Irma Davis  
517-547-7786

**Tecumseh Township:** **Jan 2023-Present**

**Services:** Assessor of Record  
Assessing Staff  
**Contact:** Curt Brown  
517-605-5119

**Woodstock Township:** **2017-Present**

**Services:** Assessor of Record  
Assessing Staff  
Reappraisal  
14 Point Review Compliance  
**Contact:** Matt SeGraves  
517-260-6668

### **HILLSDALE COUNTY**

**Somerset Township:** **July 2018-Present**

**Services:** Assessor of Record  
Assessing Staff  
**Contact:** Tim Shaw  
517-688-9223

### **MACOMB COUNTY**

**City of Mt. Clemens:** **2018-Present**

Contact:	Assessing Staff Joe Jarzyna 586-749-5171	
<b>Township of Richmond:</b>		<b>2012-Present</b>
Services:	Assessor of Record Assessing Staff	
Contact:	Chris DeVos 586-405-5192	
<b>Township of Bruce:</b>		<b>2009-Present</b>
Services:	Assessor of Record Reappraisal Administered 14 Point Review Compliance	
Contact:	Mike Fillbrook 586-752-4585	
<b>Charter Township of Shelby:</b>		<b>2009-2012</b>
Services:	Assessor of Record Field Inspection Consultation Administered 14 Point Review Compliance	
Contact:	Richard Stathakis 586-731-5100	
<b>City of St. Clair Shores:</b>		<b>2011</b>
Services:	Apex Sketch Project	
<b><u>ST. CLAIR COUNTY</u></b>		
<b>Charter Township of China:</b>		<b>2014-Present</b>
Services:	Assessor of Record (MAAO) Assessing Staff Apex Sketch	
Contact:	John Golan 810-765-1145	
<b>Charter Township of East China:</b>		<b>2018-Present</b>
Services:	Assessor of Record (MAAO) Assessing Staff	
Contact:	Brian Rausch 810-765-8879	
<b>Township of Columbus:</b>		<b>2014-Present</b>
Services:	Assessor of Record Field Inspection Support Staff Field Inspection	
Contact:	Bruce Christy 586-727-2055	

734-449-2880

**Township of Salem:**

**2023-Present**

Services: Assessor of Record  
Assessing Staff  
Contact: Gary Whittaker  
248-349-1690



**CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE  
FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES  
WITH \_\_\_\_\_**

THIS CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE FOR REAL AND PERSONAL PROPERTY ASSESSMENT ADMINISTRATION SERVICES (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and with the \_\_\_\_\_, a Michigan Constitutional and Municipal Corporation whose address is \_\_\_\_\_, Michigan 48xxx (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

**INTRODUCTORY STATEMENTS**

1. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act ("GPTA") (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.
2. The Parties acknowledge that absent an agreement such as this, and in accordance with MCL 211.10(f)(1), if the Municipality does not have an assessment roll that has been certified by a qualified certified assessing officer, or if a certified assessor is not in substantial compliance with the provisions of this Act, the State Tax Commission ("Commission") shall assume jurisdiction over the assessment roll and provide for the preparation of a certified roll. The Commission may order the County to prepare the roll; may provide for the use of state employees to prepare the roll; or may order the Municipality to contract with a commercial appraisal firm to conduct an appraisal of the property in the Municipality under the supervision of the County and Commission.
3. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division, may furnish assistance to local assessing officers in the performance of certain responsibilities, including the discovery, listing, and valuation of properties for tax purposes, as well as the development and use of uniform valuation standards and techniques for the assessment of property.
4. The Municipality has requested the County's Equalization Division's Assistance in performing the "Real and Personal Property Assessment Administration Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.
5. The County has determined that it has sufficient "Assessment Division Personnel," possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Real and Personal Property Assessment Administration Services" under the terms and conditions of this Contract.

CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH  
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**NOW, THEREFORE,** in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

**§1. DEFINED TERMS.** In addition to the above defined terms (i.e., "Contract," "County," "Municipality," "Party," and "Parties," and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

- 1.1 "Assessment Division Personnel" as used in this Contract shall be defined as a subset of, and are included as part of, the larger group of County Agents as defined above, employed and assigned by the County Equalization Division, for the express purposes of providing Assessment Services, in adherence with MCL 211.10d. These activities include preparing the Municipality's annual assessment roll.
- 1.2 "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (Federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County's and/or any County Agent's participation in this Contract.
- 1.3 "Contract Period" shall be defined beginning July 1, through June 30.
- 1.4 "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

- 1.5 "Equalization Division Personnel" as used in this Contract shall be defined as a subset of, and included as part of the larger group of, County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County, for the express purposes of provided equalization services, and its related activities, in adherence with MCL 211.34.
- 1.6 "Municipality Agent" or "Municipality Agents" shall be defined to include, but not limited to, any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors, whether such persons act or acted in their personal, representative, or official capacities, and/or any and all persons acting by, through, under, or in concert with any of them. No County Agent shall be deemed a Municipality Agent, and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.
- 1.7 "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.
- 1.8 "Real and Personal Property Assessment Administration Services" identified in this Contract as "Assessment Services," and by MCL 211.10d, are defined as those services provided by the County's Assessment Division Personnel. These services do not pertain to those provided by Equalization Division Personnel, or activities as provided by, or related as, County Equalization Services, MCL 211.34.
- 1.9 "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any, and all, departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury, unless used in this Contract to provide specific context otherwise, and will do so as:
- 1.9.1 "Treasury" shall be defined as the "Department of Treasury," of the State of Michigan.
- 1.9.2 "Commission" shall be defined as the "State Tax Commission," of the Department of Treasury, of the State of Michigan.
- 1.9.3 "Tribunal" shall be defined as the "Michigan Tax Tribunal," of the Department of Licensing and Regulatory Affairs of the State of Michigan (<https://www.michigan.gov/taxtrib>).

§2. **PURPOSE OF COUNTY ASSESSMENT SERVICES.** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" is to provide

CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH  
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Assessment Services to be performed under this Contract and shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

§3. **ASSESSMENT SERVICES.** The Parties agree the full and complete scope of any, and all, Assessment Services shall be as described and limited in the following subsections.

- 3.1 Assessment Division Personnel will inspect, measure, list, and evaluate depreciation of real property as necessary; including new construction, newly modified existing real property improvements, demolition permits, reported fire damaged properties, and will adhere to State requirements. Assessment Division Personnel will conduct personal property canvass, process personal property statements, conduct audits; using appropriate assessment methods, personal property multipliers, and adhering to state requirements. Assessment Division Personnel will examine errors, omissions, or other applicable sources.
- 3.2 Municipality agrees to provide the County with all fire reports and building permits relating to construction activity, and any site plans, architectural plans, blueprints, as requested and needed for new construction, additions, demolitions, and other activities related to assessment administration practices.
- 3.3 Assessment Division Personnel will enter data into acceptable Computer Assisted Mass Appraisal (CAMA) software program, tested for data and quality integrity incorporating the State Tax Commission Assessors Manual. (i.e., BS&A software). Assessment Division Personnel will assess taxable property, including new construction, ensuring taxable value uncapping of any property following transfer of ownership. All updating of transfers of ownership will be made into an industry accepted CAMA software program.
- 3.4 Assessment Division Personnel are responsible for performing annual assessment of real or personal property in the Municipality on which real or personal property taxes are levied by any taxing unit of the State, consistent with the General Property Tax Act, MCL 211.1 *et seq.*, and other applicable law.
- 3.5 Assessment Division Personnel will process and review all new exemption applications to determine compliance with statutory requirements, prior to approving, and/or making recommendations to local authority.
  - 3.5.1 Assessment Division Personnel will annually audit and determine existing exemptions to determine continuing eligibility.
  - 3.5.2 The Municipality agrees to cooperate with County and provide any and all applications, affidavits, and other documents which are provided to Municipality in a timely and organized manner in order for the County to process.

Exhibit E - Assessing Services Form of Contract 7-1-25 to 6-30-28

- 3.6 Assessment Division Personnel will analyze sales data to uniformly and equitably generate accurate assessments and create land and ECF studies.
- 3.7 Assessment Division Personnel will evaluate mass appraisal acceptable statistical measurements for annual assessment-to-sale ratio studies.
- 3.8 Assessment Division Personnel are responsible for preparing and maintaining the ad valorem assessment roll, including property classifications, property descriptions, any special act-related roll(s) (e.g., IFT, CRA), and Municipality agrees to cooperate with Assessment Division Personnel and provide assistance when and where needed.
- 3.9 Assessment Division Personnel shall certify the assessment for the Municipality consistent with the General Property Tax Act, MCL 211.1 *et. seq.*, and other applicable law. Assessment Division Personnel will attend Board of Review meetings, as required by state requirements and charter of Municipality. Assessment Division Personnel will present the certified assessment roll before the Board of Review, and mail Notice of Assessments, as required per state requirements. Municipality agrees to have its Board of Review membership filled and provide necessary support for all Board of Review functions in compliance with State requirements.
- 3.10 Upon request and with reimbursement of travel, Assessment Division Personnel agree to attend meetings with Municipality officials and meetings with the public, when reasonable notice of the meeting is given in advance to County. If travel is required for any meetings or appeals described in Section 4 of this Contract, then the County shall be reimbursed at applicable federal reimbursement rates.
- 3.11 Assessment Division Personnel will have the required certifications for the Assessment Services to be performed under the Contract, Municipality will maintain certifications, and all support staff will be trained to adequately assist Municipality leadership, staff, community residents and property owners.
- 3.12 Parties agree that during the process of developing assessments, it is in each Party's legitimate interest to promote full cooperation with each other, and for Assessment Division Personnel to provide the best possible Public Relations efforts with residents and business owners.
- 3.13 Assessment Division Personnel agree to respond to the general public's inquiries regarding its assessment records, and the inquiries for assessment and tax records under the Freedom of Information Act. Assessment records identified in MCL 211.10a will be made accessible and available for inspection and copying by the public regardless of its location. Access to and inspection of public records is available on the County's website, and in-person as indicated on signage located at the reception area of the County Equalization's main office, as required by MCL 211.10a.
- 3.14 Assessment Division Personnel will assist the Municipality in its own internal practices with providing calculations of estimations of cost only for commercial and/or industrial real property for special act project cost benefit analysis; provided

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that the necessary construction cost detail, and any other application related information, is made available. Assessment Division Personnel will not prepare estimates for speculative commercial and/or industrial developments that are requested by private individuals, developers, other private parties, or for individual residential properties.

- 3.15 Pursuant to the Contract Term as set forth in Section 10 of this Contract, Assessment Division Personnel shall make the assessments within the Municipality pursuant to MCL 211.10d and MCL 211.10e, and as of December 31, the State's statutory "Tax Day", unless court or statute requires otherwise (e.g., exemptions, bankruptcy orders, etc.).
- 3.16 Assessment Division Personnel will not provide any services which would preclude them from maintaining their duties in accordance with MCL 211.10d and MCL 211.10e, which includes serving in any capacity within the Municipality which could be considered a conflict of interest.
- 3.17 The County agrees to review Municipality approved splits and combinations prior to providing it with parcel identification numbers ("PIN") and will update tax descriptions as they change over time to ensure accuracy of available parcel information.

**§4. MICHIGAN TAX TRIBUNAL.** Assessment Division Personnel agree, upon written request, to assist the Municipality in its defense relating to its appealed assessments involving the "Michigan Tax Tribunal" and "Tribunal."

- 4.1 The Parties agree Entire Tribunal cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes. Accordingly, the Parties agree to work together throughout the appeal process for a fair resolution.
  - 4.1.1 Municipality agrees its attorney will file its answer to each petition filed within the Entire Tribunal. Assessment Division Personnel agree to assist Municipality's attorney with any and all assessment records for its timely filing. The Parties agree the Municipality attorney is responsible for all legal filings, including discovery, with the Tribunal.
  - 4.1.2 The Parties agree Assessment Division Personnel and Municipality attorney will work together throughout appeal duration, with Assessment Division Personnel sharing assessment and market related information.
  - 4.1.3 Municipality agrees any private independent fee appraiser(s) will be properly licensed or certified through the State of Michigan, for any real property-related property appeals, and will be a qualified appraiser in non-real property appeals. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals.

- 4.1.4 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (e.g., appraisals, inspections, surveys, legal costs, etc.).
- 4.2 Michigan Tax Tribunal "Residential and Small Claims Division" and "Small Claims". Parties agree Small Claims cases require due diligence to reach a result that enables Assessment Division Personnel to continue to develop fair, objective, impartial, uniform, and credible assessments of properties for assessment purposes.
- 4.2.1 Small Claims cases involving Assessment Division Personnel. The Parties agree many Small Claim cases are non-complex residential properties other non-complex non-residential properties, and those involving Assessment Division Personnel filing Answers to Petitions, with remainder of communications directly with Petitioners (i.e., owners). These cases will be handled with Assessment Division Personnel preparing petition answers, valuation disclosures as evidence for the Tribunal, testimony provided by Assessment Division Personnel, and decisions provided by the Tribunal. In these cases, Municipality agrees its attorney would be involved, as necessary, and in instances when motion practice is required for inspection of the property, or if the case were appealed to the Court of Appeals.
- 4.2.2 Small Claims cases involving Municipality attorney and/or appraisers. The Parties agree on complex residential properties, complex non-residential properties, cases involving special assessments, and other cases where the issue is of a legal nature, there is often a need for the Municipality attorney to file its answer from the start of the appeal, or for the Municipality to hire an independent fee appraiser. The Parties will work together on the selection of appraisers and may prepare a list of pre-selected appraisers that can be used in real property appeals. Assessment Division Personnel will assist the Municipality attorney and will provide with final resolution of these appeals. The Parties agree Assessment Division Personnel, in consultation with the Municipality, will determine complexity of the case and/or of the property on a case-by-case basis.
- 4.2.3 Municipality agrees it will be financially responsible for all costs incurred for any Full Tribunal appeals (including but not limited to, appraisals, inspections, surveys, legal costs, photocopies etc.).
- 4.3 The Parties agree that they will cooperate and assist in appeals to the Court of Appeals and State Supreme Court, and in cases filed in the Oakland County Circuit Court, in the same manner as set forth above. Municipality agrees that it is responsible for legal representation in all courts and for all costs incurred for any tax related appeals to Michigan courts (including but not limited to Assessment Division Personnel time (see Exhibit A for rates), appraisals, inspections, surveys, legal fees and costs, etc.).

**§5. STATE TAX COMMISSION.** Assessment Division Personnel agree to assist the Municipality with matters involving the Commission, including petitioning and defense activities, matters relating to issues of classifications and incorrectly reported and omitted property ("MCL 211.154"). Assessment Division Personnel will also provide those services necessary to initiate within, or to respond to inquiries from, the Commission including, but not limited to, assessment, incorrectly reported and/or omitted property, tax exemption, and/or classification matters pertaining to property located within the Municipality and will prepare and file documents required with the Commission, and will appear before the Commission, when necessary.

**§6. MANNER IN WHICH COUNTY WILL PROVIDE ASSESSMENT SERVICES.** The Parties agree that any and all Assessment Services to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively as defined herein.

6.1 Assessment Division Personnel shall be employed and assigned by the County based on such appropriate qualifications and other factors as decided solely by the County.

6.2 The Parties agree that the County shall be solely and exclusively responsible for furnishing all Assessment Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train and direct them under this Contract.

6.3 The Parties agree the Assessment Division Personnel and Oakland County Equalization Division main office is located at 250 Elizabeth Lake Road, Suite #1000 W, Pontiac, Michigan, 48341.

6.3.1 The Parties agree that County Agents will not maintain any specific, regular, or otherwise routine office hours located within the Municipality's office(s).

6.4 Municipality agrees to maintain its own staff who will support Assessment Division Personnel in delivery of any records, permits, fire reports, millage rates, or documents, as may be required.

6.5 The Parties agree Municipality is not acting in a certified or uncertified support staff capacity. This does not prevent the Municipality from providing its own public services in other professional capacities (e.g., Treasurer, Clerk, Building Department, etc.).

6.6 The Parties agree MCL 211.10d and MCL 211.10e will be adhered to when preparing the Municipality's assessment roll.

6.7 Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances,



training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

- 6.8 This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agents with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent and/or the conduct and actions of any County Agent. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

6.8.1 The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any County Agents and/or pay any and all County Agent's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any County Agents with the County, subject only to its applicable collective bargaining Contracts.

6.8.2 The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent, any necessary County Agent's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any County Agents performing any County duty or obligation under the terms of this Contract.

- 6.9 Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no Assessment Division or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

- 6.10 Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, by virtue of this Contract or otherwise, shall be deemed, considered, or claimed to be an employee of the Municipality and/or a Municipality Agent.
- 6.11 The Municipality shall not otherwise provide, furnish, or assign any County Agents with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Personnel in the performance of any Assessment Service responsibilities under the terms of this Contract.
- §7. **LIMITS AND EXCLUSIONS ON COUNTY SERVICE.** Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court.
- 7.1 Municipality agrees it shall, always and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body. The Municipality is financially responsible for all valuation costs associated with any related Appraisals resulting from the assessment roll(s) pertaining to this Contract. The Municipality shall copy Assessment Division personnel on all communications pertaining to appeals, and potential appeals, involving the State Tax Commission and Michigan Tax Tribunal.
- 7.2 Except for those express statutory and any regulatory obligations incumbent upon the Assessment Division Personnel to defend assessments they performed before the Michigan Tax Tribunal, State Tax Commission and courts, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal, State Tax Commission or any other review body or court.
- §8. **MUNICIPALITY AGENTS AND THE COUNTY.** The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with all County Agents in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Assessment Division Personnel fully cooperate with Municipality Agents in the performance of all County Services under this Contract.

- 8.1 Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.
- 8.2 The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
- 8.3 The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent. Furthermore, the County or any County Agent will not be liable for any dissemination of assessment related information by the Municipality or any Municipality Agent.

§9. **MUNICIPALITY RESPONSIBILITIES WITH THE COUNTY AND ITS AGENTS.** The Municipality agrees it shall provide, in a manner agreed upon with the County, and preserving all necessary confidentiality requirements, information pertaining to its activities affecting the tax status of any parcel including but not limited to the following:

- 9.1 The establishment of Tax Increment Finance (TIF) Authorities (i.e., Brownfield Authority, Corridor Improvement Authority, Downtown Development Authority, etc.); the approval or amendment of related development TIF plans.
- 9.2 The establishment of Economic Development Redevelopment Districts (i.e., Planned Unit Development, Neighborhood Enterprise Zones, Renaissance Zones, etc.); the approval or amendment of related applications/plans.

- 9.3 The establishment of an abatement type district (i.e., Commercial Redevelopment, Commercial Rehabilitation, Industrial Development, Plant Rehabilitation, Obsolete Property Rehabilitation etc.); or amendment of related Property Tax Exemption Applications.
  - 9.4 The approval of an ordinance or agreement for a Payment In Lieu of Taxes (P.I.L.O.T.) housing project.
  - 9.5 The Municipality agrees to inform the County Agents regarding any increase or decrease in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal or decrease.
  - 9.6 The Municipality will be responsible for maintaining proper documentation of any Special Assessment District (SAD) and Special Assessment Roll (SAR) development, any changes thereto, and their related billings, maintaining the rolls in balance, any required reports such as delinquency reports, and providing the County with the information necessary to prepare warrants.
  - 9.7 The Municipality will forward all exemption applications, property transfer affidavits, personal property statements, and any and all other property assessment and property tax related documents affecting the status or value of property located within the Municipality to the County in a timely manner.
  - 9.8 The Municipality shall provide a copy of all building permits with parcel identification numbers to the County Agents on a monthly basis.
  - 9.9 The Municipality agrees to keep the County current with, and be responsible for, the following functions.
    - 9.9.1 Maintain adherence to its policies, any and all of its related ordinances, and all local and state laws and regulations.
    - 9.9.2 Maintain current address and name changes, including any and all parcel owner and occupant names.
  - 9.10 The Municipality agrees to provide County Agents, and any related Boards of Review, committee, and related work groups, with adequate space for the County while they are present. The Municipality shall provide reasonable accommodation such access to printers, copiers, free access to the internet, etc., so as not to impede their work. Accommodation will also be made for the public who come for assessing-related inquiries, particularly during times when Boards of Review are in-session.
- §10. TERM AND PAYMENT SCHEDULE OF CONTRACT.** The County will perform the Assessment Services for the Municipality for the term and payment of fees as provided for in the following subsections.
- 10.1 The Contract term shall be from July 1, 2025, through June 30, 2028.

- 10.2 For the respective Contract Period, the Municipality shall pay to the County the "Initial" rate shown in the table below for each parcel of Real Property description and each Personal Property parcel description.

Contract Period	Rate per Real and Personal Parcel	
	Initial	Smoothed
July 1, 2025 to June 30, 2026	\$30.86	\$23.77
July 1, 2026 to June 30, 2027	\$32.11	\$31.43
July 1, 2027 to June 30, 2028	\$33.77	\$41.55

Using the number of Real Property and Personal Property parcels as of the preceding December 31 of the Contract Period, payment for each Contract Period is due and payable twenty-five percent (25%) on or before September 1, December 1, and March 1, and the remaining twenty-five percent (25%) on or before June 1 of such Contract Period.

The Municipality may pay the total cost of the Contract using the "Smoothed" Rate per Real and Personal Parcel over the term of this Contract pursuant to Oakland County Board of Commissioners Resolution #2025-5051. If Municipality wants to exercise the "Smoothed" payment option, it must make arrangements with the County's Fiscal Services Division. If the Contract is cancelled or terminated pursuant to Section 11, the Municipality will pay amounts owed as if the "Smoothed" payment option was not exercised (See Initial Rate per Real and Personal Parcel).

- 10.3 Assessment Services requested by a Municipality and not required to be provided by the County under this Contract, will only be provided pursuant to an amendment as required by Section 10.12 of this Contract.
- 10.4 The Municipality shall be responsible for the delivery costs (e.g. first-class mail postage, certified mail, or third party delivery) for any for any and all real and personal property statements and any and all real and personal property notices sent for all work performed under this Contract.
- 10.5 In the event that Municipality Agents, for whatever reasons, fail or neglect to undertake the tasks in any of the sections of this Contract, and the County Agents have to take on additional work tasks, then the County shall be paid on a time and material basis. Such rates shall be based upon the wages plus benefits and indirect costs of the County Agents performing said tasks as set forth in the attached Exhibit A.
- 10.6 The Parties agree this Contract is effective as of the initial date as prescribed above when the Contract term begins, or in the event the Contract is signed after this date, then it is effective as of the execution by both Parties to this Contract and shall end on the provided Contract's conclusion date as provided herein, without any further act or notice from either Party being required.

- 10.7 Any mutual extension of this Contract is an amendment to the Contract, shall be in writing, signed by the Parties and is subject to the requirements of Section 10.12 of this Contract.
- 10.8 If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County's offsetting or retaining such amounts. This paragraph shall not limit the Municipality's legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.
- 10.9 If the County chooses not to exercise its right to set off or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The interest to be charged shall not exceed the annual maximum rate set forth in MCL 438.41.
- 10.10 Nothing in this Section shall operate to limit the County's right to pursue or exercise any other legal rights or remedies under this Contract against the Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, the Municipality agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the County in the collection of any amount owed by the Municipality.
- 10.11 Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
- 10.12 The Parties agree that this and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the Municipality. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the Municipality and shall also be filed with the office of the

Clerk of the County and the Clerk for the Municipality.

10.13 The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

10.14 The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner. Any amendment to this Contract shall only be valid if written and signed by the Parties.

§11. **CANCELLATION OR TERMINATION OF THIS CONTRACT.** Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

11.1 At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

11.2 The Parties agrees that any and all obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§12. **NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO THE COUNTY.** Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or the Equalization Division any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.

12.1 The Municipality shall, always and under all circumstances, remain solely liable for all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

12.2 The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt,

liability, obligation or Claim(s) against the County.

12.3 The Parties agree that the Municipality shall always remain responsible for the ultimate completion of all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

12.4 The Municipality and Municipality Agents shall be and remain responsible for compliance with all Federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§13. **NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY.** The Parties reserve to themselves any rights and obligations related to the provision of all of each Party's respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority, or character of office of either Party to any other person or Party.

13.1 The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party's County or Municipal Agents.

13.2 Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§14. **INDEMNIFICATION AND LIABILITY INSURANCE.** The Municipality further agrees that the County shall not be liable to the Municipality for any, and all, Claim(s), except as otherwise expressly provided for in this Contract.

14.1 The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County's efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the



State Tax Tribunal or any court or review body, or any other such performance-based outcome.

- 14.2 In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract are intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party's efforts, costs, and obligations under this Contract reflect this allocation of each Party's risk and the limitations of liability as specified herein.
- 14.3 Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.
- 14.4 Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any

of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Contract shall be construed as a waiver of governmental immunity for either Party.

- 14.5 The Parties agree the County shall not be in breach of this Contract or responsible for any consequential or compensatory damages arising from any late performance or non-performance of this Contract agreement caused by circumstances which are beyond the County's control (e.g., extreme illnesses, natural disasters, or other "acts of God").
- §15. **INDEPENDENT CONTRACTOR.** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.
- §16. **COUNTY PRIORITIZATION OF COUNTY RESOURCES.** The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.
- §17. **NO THIRD-PARTY BENEFICIARIES.** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party's rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer's legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.
- §18. **CONFIDENTIALITY.** The Parties agree, not to disclose any information which has been determined confidential by the Commission, and at least annually will review such requirements for confidential information handling with staff that will have contact with such record information.
- §19. **CONSTRUED AS A WHOLE.** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
- §20. **CAPTIONS.** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.

- §21. NOTICES.** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by U.S Mail, with proper postage at the address set out below or at such other address as the receiving Party designates by proper notice to the sending Party:

County:

Oakland County  
250 Elizabeth Lake Road, Ste 1000W  
Pontiac, MI 48341  
Attention: Micheal R. Lohmeier, Equalization Officer  
Telephone: 248-858-0760  
Email: lohmeierm@oakgov.com

Copies to:

Oakland County Corporation Counsel  
1200 North Telegraph Road, 14E  
Pontiac, Michigan 48341

Municipality:

[Name of Municipality]  
[Street Address of Municipality]  
[City, Michigan xxxxx]  
[Attention: Contact Person of Municipality]  
[Telephone: ]  
[Email: ]

Copies to:

[Contact Name]  
[Street Address]  
[City, Michigan xxxxx]  
[Attention: Contact Person]  
[Telephone: ]  
[Email: ]

- §22. WAIVER OF BREACH.** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

- §23. ENTIRE CONTRACT.** This Contract sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way

related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

{SIGNATURES CONTAINED ON FOLLOWING PAGES}

Exhibit E - Assessing Services Form of Contract 7-1-25 to 6-30-28

IN WITNESS WHEREOF, [Name of Signatory], [Title of Signatory] of the [Municipality], hereby acknowledges that s/he has been authorized by a resolution of the Governing Body of the [Municipality], a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the [Municipality] to the terms and conditions of this Contract.

EXECUTED:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

WITNESSED:

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Clerk

*[Remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioner, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of Oakland County and hereby accepts and binds Oakland County to the terms and conditions of this Contract.

EXECUTED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: David T. Woodward  
Title: Chairperson Oakland County Board of Commissioners

WITNESSED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name:  
Title:

*[Remainder of this page is intentionally left blank]*

**Exhibit A**

**Hourly Rate<sup>1</sup> by Position Type**

Position Type	Contract Period		
	July 1, 2025 to June 30, 2026	July 1, 2026 to June 30, 2027	July 1, 2027 to June 30, 2028
Central Employee Records Coordinator	\$52.16	\$54.12	\$57.21
Equalization Appraiser Aide	\$41.77	\$43.33	\$45.81
Equalization Appraiser I	\$46.21	\$47.94	\$50.69
Equalization Appraiser II	\$63.03	\$65.39	\$69.14
Equalization Appraiser III	\$75.47	\$78.30	\$82.78
Equalization Assessing Technician Senior	\$43.49	\$45.13	\$47.71
Equalization Assessing Technician	\$32.10	\$33.30	\$35.21
Equalization Field Supervisor	\$89.61	\$92.97	\$98.29
Chief Equalization	\$104.36	\$108.27	\$114.47
Equalization Officer	\$134.55	\$139.60	\$147.59
Equalization Support Specialist	\$51.01	\$52.92	\$55.95
GIS CAD Technician	\$65.88	\$68.35	\$72.26
Office Supervisor	\$50.77	\$52.67	\$55.69
Office Support Clerk Senior	\$16.42	\$17.04	\$18.01
Supervisor Eq Administrative Services	\$88.28	\$91.60	\$96.84
Supervisor Land Desc & Mapping	\$83.09	\$86.20	\$91.14
Tax Standards Specialist	\$68.36	\$70.92	\$74.98
Technical Office Specialist (Part Time)	\$17.33	\$17.98	\$19.01

<sup>1</sup> The Hourly Rate by Position Type includes Wages, Benefits (consisting of: FICA, Social Security, Life Insurance, Disability Insurance, Unemployment Workers' Compensation, Medical/Prescription Drugs/Dental/Optical, Retirement, and Indirect Costs (consisting of: Building Depreciation, County Executive-Administration, Compliance, Corporation Counsel, Mgmt. & Budget-Administration, Purchasing, Fiscal Services, Facilities-Mgmt., Support Services, Human Resources, and Treasurer).

Oakland County, Michigan  
 Management & Budget - Equalizer Division  
 Hourly Cost by Position to Provide Assessing Services

EXHIBIT F

County Fiscal Year  
 County Fiscal Year by Month  
 UAW Contract - Annual Wage Increase

FY2025  
 10/1/24 to 9/30/25  
 3.00%

FY2026  
 10/1/25 to 9/30/26  
 5.00%

FY2027  
 10/1/26 to 9/30/27  
 3.75%

FY2028  
 10/1/27 to 9/30/28  
 3.75%

Line	A	B	C	D	E	F	G	H	I	J
	Position	Average Bi-Weekly Wage by Position	(Average Bi-Weekly Wage/80 hours) + (Benefits + Indirect Costs)	(FY2025 Average Bi-Weekly Wage/80 hours) + Annual Wage Increase + (Benefits + Indirect Costs)	(FY2026 Average Bi-Weekly Wage/80 hours) + Annual Wage Increase + (Benefits + Indirect Costs)	(FY2027 Average Bi-Weekly Wage/80 hours) + Annual Wage Increase + (Benefits + Indirect Costs)	(FY2028 Average Bi-Weekly Wage/80 hours) + Annual Wage Increase + (Benefits + Indirect Costs)			
1	Central Employee Records Coordinator	\$0,510.19	\$49.69	\$52.15	\$54.12	\$57.21				
2	Equalizer Appraiser Auto	\$3,015.41	\$39.78	\$41.77	\$43.30	\$45.89				
3	Equalizer Appraiser	\$2,330.96	\$41.01	\$43.01	\$45.01	\$47.04				
4	Equalizer Appraiser	\$0,040.82	\$50.00	\$52.00	\$54.00	\$56.00				
5	Equalizer Appraiser	\$3,543.68	\$71.89	\$73.47	\$75.43	\$77.74				
6	Equalizer Assessing Technician Senior	\$2,099.70	\$41.42	\$43.49	\$45.43	\$47.71				
7	Equalizer Assessing Technician	\$1,543.73	\$30.57	\$32.40	\$33.90	\$35.21				
8	Equalizer Field Supervisor	\$4,028.19	\$42.04	\$43.51	\$45.07	\$46.29				
9	Chief Equalizer-055	\$5,038.13	\$59.39	\$61.06	\$62.87	\$64.47				
10	Equalizer Officer	\$0,490.72	\$128.14	\$134.25	\$139.60	\$144.57				
11	Equalizer Support Specialist	\$2,450.51	\$42.58	\$44.01	\$45.52	\$47.59				
12	G & C/O Technician	\$3,183.43	\$52.74	\$54.59	\$56.05	\$57.20				
13	Chief Supervisor	\$2,450.00	\$42.05	\$43.77	\$45.07	\$46.29				
14	Office Support Clerk Senior	\$792.92	\$15.54	\$16.42	\$17.04	\$17.61				
15	Supervisor Equalizer Services	\$4,282.09	\$44.08	\$45.29	\$46.50	\$47.84				
16	Supervisor Land Use & Mapping	\$4,911.18	\$79.19	\$80.99	\$82.20	\$83.94				
17	Tax Standards Specialist	\$3,293.99	\$55.10	\$56.59	\$58.02	\$59.90				
18	Technical Office Specialist (Part Time)	\$836.65	\$16.51	\$17.00	\$17.52	\$18.01				



## Memorandum

**To:** [Community member name, Supervisor/Mayor]  
**From:** Micheal R. Lohmeyer, Equalization Officer  
**Cc:** Brian J. Lefler, Chief Financial Officer  
 Sheryl Johnson, Deputy Chief Financial Officer  
**Date:** March 3, 2025  
**Subject:** Contract Assessing Administration Services with Oakland County Equalization

The Oakland County Equalization Division is providing this communication regarding new agreements for assessing services between Oakland County and local units of government.

Pursuant to MR 2024-3965 adopted April 11, 2024, the Board of Commissioners amended its Purchasing Division Policies and Procedures to ensure transparency and accountability in the establishment of rates for contracts between Oakland County and other government agencies.

Prior to formally presenting the rates and agreement to a local unit of government, the Equalization Division will first present the proposed rates and form of an agreement to the Finance Committee of the Board at a public meeting. Subject to the Finance Committee's review and if approved, the proposed rates and form of an agreement would be presented to the full Board of Commissioners at their next public meeting. The following schedule, which is subject to change, provides an outline of the process.




Item	Date
Finance Committee's Meeting	April 2, 2025
Board of Commissioners' Meeting	April 10, 2025
If Approved, Distribute Agreement with Rates to Local Units of Government	Week of April 14, 2025
Local Units of Government Review Agreements, and If Approved, Return Signed Agreement and Resolution to Oakland County	April 14, 2025 through May 30, 2025
Board of Commissioners' Chair Executes Agreements	June 16, 2025 through June 30, 2025

We look forward to continuing to support your assessing needs and appreciate the trust you place in Oakland County Equalization.

COMMUNITIES	2023-2024 RATE PER PARCEL REAL PROPERTY	2023-2024 RATE PER PARCEL PERSONAL PROPERTY	2024-2025 RATE PER PARCEL REAL PROPERTY	2024-2025 RATE PER PARCEL PERSONAL PROPERTY
<b>CITIES</b>				
Berkley	\$15.60	\$14.27	\$16.22	\$14.84
Birmingham	\$20.28	\$14.82	\$21.09	\$15.41
Bloomfield Hills	\$20.84	\$15.27	\$21.68	\$15.88
Clarkston	\$16.05	\$14.27	\$16.69	\$14.84
Clawson	\$15.60	\$14.27	\$16.22	\$14.84
Farmington	\$19.51	\$14.27	\$20.29	\$14.84
Ferndale	\$15.60	\$14.27	\$16.22	\$14.84
Hazel Park	\$13.94	\$13.82	\$14.50	\$14.37
Huntington Woods	\$15.60	\$14.82	\$16.22	\$15.41
Keego Harbor	\$16.05	\$14.27	\$16.69	\$14.84
Lathrup Village	\$16.05	\$14.27	\$16.69	\$14.84
Madison Heights	\$17.04	\$14.27	\$17.72	\$14.84
Orchard Lake	\$27.54	\$14.25	\$28.64	\$14.82
Pleasant Ridge	\$15.60	\$14.27	\$16.22	\$14.84
Pontiac	\$17.04	\$15.27	\$17.72	\$15.88
Rochester	\$16.05	\$14.27	\$16.69	\$14.84
South Lyon	\$15.93	\$13.04	\$16.56	\$13.56
Walled Lake	\$16.05	\$14.27	\$16.69	\$14.84
Wixom	\$19.51	\$14.82	\$20.29	\$15.41
<b>TOWNSHIPS</b>				
Commerce	\$20.06	\$14.70	\$20.86	\$15.28
Groveland	\$15.60	\$14.27	\$16.22	\$14.84
Holly	\$16.82	\$14.27	\$17.49	\$14.84
Lyon	\$16.82	\$14.27	\$17.49	\$14.84
Milford	\$16.82	\$14.27	\$17.49	\$14.84
Novi	\$16.50	\$16.49	\$17.16	\$17.15
Oakland	\$18.28	\$14.27	\$19.01	\$14.84
Orion	\$17.28	\$14.27	\$17.97	\$14.84
Oxford	\$17.28	\$14.27	\$17.97	\$14.84
Rose Township	\$17.04	\$14.27	\$17.72	\$14.84
Royal Oak	\$15.27	\$12.59	\$15.88	\$13.10
Southfield	\$16.82	\$14.27	\$17.49	\$14.84
Springfield	\$16.49	\$14.93	\$17.15	\$15.53

- Hardware/Software

\* Contains Optional Items

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Lenovo ThinkCentre M75q Gen 5 Desktop Computer - AMD Ryzen 5 PRO 8500GE - 16 GB - 512 GB SSD - Tiny - Black - AMD PRO 600 Chip - Windows 11 Pro - AMD Radeon 740M DDR5 SDRAM - English Keyboard - IEEE 802.11ax - 65 W		\$914.99	7	\$6,404.93
	ViewSonic 24 Inch 1080p Gaming Monitor with 100Hz, 1ms, Ultra-Thin Bezels, FreeSync, Eye Care, HDMI, VGA, and DP - - 1080p Gaming Monitor with 100Hz, 1ms, FreeSync, Eye Care, HDMI, VGA, and DP - 250 cd/m <sup>2</sup> - 24"		\$142.99	11*	\$1,572.89
	Microsoft Office 2024 Home & Business - Perpetual License - 1 User, 1 Device - Available via Download - PC, Mac		\$262.99	1	\$262.99

\* Optional Subtotal: **\$1,572.89**

Subtotal: **\$6,667.92**

- Labor - Workstation Deployment

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Labor - Workstation Deployment - Flat Fee		\$600.00	7	\$4,200.00

For a workstation deployment, the below items are done:

- Workstation is fully configured for client's environment
  - Domain Joined, Security software installed, VC3 tools installed
- Client Base Applications installed
- Client requested customization to the workstation applied
- User Specific applications installed
- User log in support for replacements workstation
- Data transfer for replacement workstation
- Scheduling of workstation deployment with Client

Subtotal: **\$4,200.00**

1301 Gervais St. Ste. 1800  
Columbia, SC  
www.vc3.com  
800-787-1160



- Shipping

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Shipping and Handling		\$14.00	1	\$14.00

Subtotal: \$14.00

1301 Gervais St. Ste. 1800  
Columbia, SC  
www.vc3.com  
800-787-1160



**Ticket #4278773 - 2025.07 - TFF - Windows 10 replacements x 7**

<b>Prepared by:</b> VC3 Josh Conway quotes.josh.conway@vc3.com	<b>Prepared for:</b> Township of Holly, MI 102 Civic Drive Holly, MI 48442 Karin Winchester  clerk@hollytownship.org	<b>Quote Information:</b> Quote #: JC011070 Version: 1 Delivery Date: 07/14/2025 Expiration Date: 08/11/2025
---	--	--

**Quote Summary**

Description	Amount
- Hardware/Software	\$6,667.92
- Labor - Workstation Deployment	\$4,200.00
- Shipping	\$14.00
Total:	
	\$10,881.92

**\*Optional Expenses**

Description	One-Time
- Hardware/Software	\$1,572.89
Optional Subtotal:	\$1,572.89

- Applicable taxes & Environmental Surcharges will be added.
- All product transfer of ownership and invoicing occurs upon VC3's receipt of the product.
- Pricing & Availability is subject to change without notice.
- Shipping and handling costs may not be included in this quote, as these costs are variable. Adjusted shipping and handling costs may be applied to the final invoice.
- VC3 makes NO WARRANTY either expressed or implied, regarding performance or suitability for any purpose of the above products. The customer assumes responsibility for understanding the warranty, if any, of the manufacturer or VC3.
- If not included in agreement, travel will be billed separately.
- In the case hardware/software total exceed \$100k, VC3 will require a 50% deposit of the hardware/software total to secure the order. Deposit is payable immediately to VC3.
- Returns:
  - No returns will be accepted unless first approved by VC3 Inc.
  - Approved returns are subject to a 20% restocking fee.
  - Approved return of in-stock items will be accepted within 10 business days of purchase, if merchandise is unopened and packaging is undamaged.
  - Open box items are not returnable
  - Approved defective returns must be shipped to VC3 within 10 business days of said approval

1301 Gervais St. Ste. 1800  
Columbia, SC  
www.vc3.com  
800-787-1160



VC3

Township of Holly, MI

Name: Josh Conway  
Title: Client Solutions Specialist  
Date: 07/14/2025

Name: Karin Winchester  
Date: \_\_\_\_\_

Office of the Clerk  
248-634-9331 ext. 301  
Fax: 248-634-5482



George A. Kullis, Supervisor  
Karin S. Winchester, Clerk  
Jennifer Ryan, Treasurer  
Derek Burton, Trustee  
Ryan Matson, Trustee  
Michael McCanney, Trustee  
Richard Kinnamon, Trustee

## **RESOLUTION 2025-17: 2025-2026 BUDGET AMENDMENTS**

BE IT RESOLVED that the Holly Township Board of Trustees approves the Holly Township Budget Amendments as follows:

### GENERAL FUND:

Create new account numbers to accommodate the ARPA OLHSA Senior Chore Grant:

Increase Revenue Account 101-000-528-000 ARPA Grant \$132,000.00.

Decrease Expense Account 101-172-702-000 Salaries \$50,689.16.

Decrease Expense Account 101-172-715-000 Social Security \$3,877.45.

Decrease Expense Account 101-172-830-000 Dues, Subs and Tuition \$1,500.00.

Decrease Expense Account 101-172-860-000 Mileage Expense \$1,000.00.

Decrease Expense Account 101-172-861-000 Lodging and Expenses \$1,000.00.

Decrease Expense Account 101-272-710-000 Pension \$5,068.00.

Decrease Expense Account 101-702-702-000 Zoning Administrator \$52,827.00.

Decrease Expense Account 101-702-715-000 Social Security \$4,041.00.

Increase Expense Account 101-267-740-000 ARPA Operating Expenses \$132,000.00.

Increase Expense Account 101-261-802-000 Code Enforcement Contracted Services  
\$40,000.00

Increase Expense Account 101-702-802-000 Planning and Zoning Contracted Services  
\$26,000.00.

Increase Expense Account 101-272-802-000 Contracted Services \$54,002.61.

Total Revenue Increase \$132,000.00

Total Expense Increase \$132,000.00

ADOPTED by the Holly Township Board of Trustees this 20<sup>th</sup> day of August, 2025.

Motion by:

Supported by:

Ayes:

Nays:

Absent:







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

555 Hulet Drive  
Bloomfield Hills, MI 48302-0360

248-454-6300

www.hrcengr.com



August 14, 2025

Township of Holly  
102 Civic Dr  
Holly, MI 48442

Attn: Ms. Karin Winchester, Township Clerk/Zoning Administrator

Re: South Flint Gravel, Inc.  
2025-2026 Mining Permit Application  
Sections 1, 11, and 12; Holly Township

HRC Job No. 20220472

Ms. Winchester:

In accordance with the Township's request, we have reviewed the resubmitted mining permit application dated July 29, 2025 and site plans, as prepared by Kieft Engineering, Inc. (plans dated 3/14/2025 – Annual Update), for conformance with Township Ordinance requirements.

The site is currently being mined under the terms of a Consent Judgment entered with the Oakland County Circuit Court on 5/14/2001, and subsequent Amendment entered with the Oakland County Circuit Court on 5/9/2002. Therefore, our office has also reviewed the submitted Mining and Reclamation Plans for conformance with the terms of the Consent Judgment and Amendment.

As part of the resubmission of the application, additional information was provided by the applicant and HRC staff met with the applicants engineer, Dave Warden of Kieft Engineering, Inc. on August 14, 2025, to review the site plans. This meeting provided clarity on some site concerns that are now either considered resolved or will be defined as part of a conditional approval.

Our comments are as follows:

≡ Application

Some inconsistencies were found with the parcels listed by the Applicant in Section 5 of the permit application, the areas shown on the Mining and Reclamation Plans, current Oakland County property records, and the 5/9/2002 Amended Consent Judgement. Below is a table summarizing the submitted and available information:

Item No.	Parcel ID	Listed on Application	Listed in Amended Consent Judgement	Indicated on Plans	Found in Oakland County Property Records
1.	01-12-101-004	✓		✓	✓
2.	01-12-251-001A	✓		✓	✓
3.	01-12-251-009	✓		✓	✓
4.	01-12-251-010	✓		✓	✓
5.	01-12-326-001	✓	✓	✓	✓
6.	01-12-326-003B	✓		✓ <sup>c</sup>	✓

<sup>a</sup>Listed as "01-251-001" on permit application.

<sup>b</sup>Noted by Township Clerk/Zoning Administrator as not being included in Applicant's current Special Land Use Permit.

<sup>c</sup>Shown on plans, but outside of the indicated mining limits.

- Item 1 As this parcel is not listed in the Amended Consent Judgement, it will be reviewed against current Holly Township mining ordinances.
- Item 2 As this parcel is not listed in the Amended Consent Judgement, it will be reviewed against current Holly Township mining ordinances. The Applicant must also resubmit the mining application with the correct parcel ID.
- Item 3 As this parcel is not listed in the Amended Consent Judgement, it will be reviewed against current Holly Township mining ordinances.

- Item 4 As this parcel is not listed in the Amended Consent Judgement, it will be reviewed against current Holly Township mining ordinances.
- Item 5 As this parcel is listed in the Amended Consent Judgement, it will be reviewed against the conditions and requirements of the amended consent judgement.
- Item 6 Mining activity is currently not permitted within the limits of this parcel – see table notes above.

≡ Mining and Reclamation Plans

1. The seal and signature of the preparing professional must be shown on all sheets of the plan set. In future submittals, the engineer shall sign and seal the plans.
2. The Mineral Mining and Extractive Operations Overlay District (Article IV, Sec. 32-154 of the Zoning Ordinances) contains a provision requiring submittal of a Geological/Hydrological/Engineering Survey. However, neither the Consent Judgment nor the Consent Judgement Amendment call for a hydrogeological study being performed for the site. There are protective provisions included in the Consent Judgement which address the circumstances of any area wells that may be affected as a result of the mining operations. Also, the ordinance requirement limiting the mining operation to the less of 75 acres or 40% of the site is not stipulated in the Amended Consent Judgement. The submitted plans indicate that approximately 87% of the site is being mined (~158 acres of the ~182 acre site is shown as being mined). **No additional action is required.**
3. The submitted aerial photograph (shown on Sheets 2 thru 5 of the plan submission) bears a date of 10/2/2024. Per Section 3(k) of the Amended Consent Judgement (submitted with the mining application), the vertical aerial photograph required as part of the permit application must be certified, and must be from an aerial flight having occurred within six months prior to the application filing date, at a time when there are no leaves on the trees. This is also a requirement of Township Ordinances 10-103(b)(11) and 32-154(d)(2). **While the aerial photography was taken within 6 months of the application, there were still leaves on the trees, obstructing the potential mining operations from view. It is understood that this requirement cannot be remedied at this time, but shall be in the next application cycle (Deadline of May 15, 2026)**
4. The Applicant's submission includes a final reclamation plan (Sheet 14), but with final elevation contours given at 10 ft intervals. Per Section 3(l) of the Amended Consent Judgement, the mining and reclamation plan shall show final elevation contours for the entire site, and elevation contours shall be shown at maximum five (5) foot intervals. This is also a requirement of Township Ordinance 10-103(b)(12). **The site plans have been revised to show contours at 2-foot intervals.**
5. Per Section 3(l)(i thru vii) of the Amended Consent Judgment, the mining and reclamation plan shall indicate/identify (callouts, notes, etc.) past, present, and future mining and reclamation activities and areas. The Applicant's submission includes some information, but additional information must be provided (notes, callouts, delineated areas, etc.) to satisfy the requirements of the Consent Judgment, and be consistent with the information provided by Applicant's representative during the site visit (see below). This is also a requirement of Township Ordinance 10-103(b)(12). **This was reviewed with the applicants engineer and has been satisfactorily addressed at this time.**
6. Per Section 12 of the Amended Consent Judgement, a 100-foot mining activity setback line and an undisturbed 25-foot buffer setback line must be shown on the Applicant's mining and reclamation plans for the properties described in Section 1 of the Amended Consent Judgement; the remainder of the site must adhere to the conditions and requirements of Township Ordinance 32-154(f)(8) mining activity setback lines (160 feet) and undisturbed buffer setback lines (25 feet). Applicable setback lines must also be shown along the east side of the site (Dixie Hwy). In addition, this office also recommends that a setback line for the 200-foot processing and stockpiling limitation also be shown on the plans. **Upon meeting with the applicants engineer, the required setbacks are satisfactorily shown on the site plans.**

7. A legal description of the property is provided on Sheet 1 of the submitted site plans; and the property boundaries are shown clearly throughout the plans, but without complete bearing and distance values for each segment of the property boundary. Per Section 3(k)(v) of the Amended Consent Judgment (included with the application), the boundary of the entire planned mining area must be shown by course and distance. For clarity and record continuity, course and distance values must be shown on all plans, and must match the given legal description. This is also a requirement of Township Ordinances 10-103(b)(11)(b) and 32-154(d)(2)(e). **The legal description provided on sheet 1 of 15 satisfactorily addresses this comment. The bearings and distances are shown on the remaining sheets of the site plan. On subsequent permit applications, the bearing and distances provided in the legal description shall be shown on the property boundary exhibit on sheet 1 of 15 as well.**
8. The copy of the Consent Judgement provided on Sheet 15 is disclaimed as only a final draft. A copy of the original Consent Judgement filed with the Oakland County Circuit Court on 5/14/2001, and a copy of the Amended Consent Judgement filed with the Oakland County Circuit Court on 5/9/2002 should be included with the submitted plans or attached to the application. **HRC has been provided a fully executed copy of the consent judgments by the Township.**

#### ≡ Bonding

Per Section 3(n) of the Amended Consent Judgement, the amount of the required Surety Performance Bond is established as Three Thousand Dollars (\$3,000.00) per acre for all land which has been mined and will be mined within the mining permit year being applied for. The mining and reclamation plans submitted by the Applicant indicate the area of the site from which removals/extractions are to be made and over which reclamation work is to be performed to be 158.4 acres, which would require a Surety Performance Bond in the amount of at least Four Hundred Seventy Five Thousand Two-Hundred Dollars (\$475,200.00). The Applicant has submitted proof of a continuation certificate for a land reclamation bond in the amount of \$405,000.00, and the bond is indicated to expire on 7/7/2025. **The Township is in receipt of a renewed reclamation bond. The Bond amount has been increased to the required \$475,000 as of August 4, 2025.**

#### ≡ Site Visit and Inspection

On July 15, 2025, HRC visited and performed a site inspection of the mine, accompanied by a representative from the South Flint Gravel Co. (Mr. Robert Aldridge, 810-691-8542). Based on our conversation with the Applicant's representative and our observation of the site conditions, we have the following comments:

1. HRC was informed that current mining operations were focused on the site floor near the middle of the site (within the limits of the open water), and that there was reclamation work in progress along the west side of the site, along I-75. There are no areas on site that have been fully reclaimed. **No action required.**
2. Stockpiles of HMA and concrete, and the processing thereof, was observed while on site (see map and images on following pages). **No action required.**
3. The private property at 6359 Lahring (Parcel ID 01-12-326-005): This property was re-inspected since the last annual inspection. Previously the mining operations had extended into the mining buffer. **The reclamation of this area has been completed, except the area has not been reestablished with seed and mulch.**
4. The private property at 12230 Dixie Highway (Parcel ID 01-12-251-004): This property was inspected and found that the mining operations have encroached on the private property a significant distance. We can confirm that the 100-foot mining activity setback line and an undisturbed 25-foot buffer setback line have both been encroached on. **The applicant has provided information in their resubmittal of the application that satisfies this comment.**
5. In addition, there are multiple areas where the grading/mining operations encroach on the 25 foot buffer and even past the property line. **Upon meeting with the applicants engineer, the areas of noted encroachment**

(other than at 6359 Lahring, which is addressed above) have been in the current condition since prior to the consent judgment. As part of this conditional approval, all areas of encroachment shall be reclaimed prior to the approval of the next permit application in 2026.

6. Per Section 4 of the Amended Consent Judgement (and Township Ordinance 10-104(a)), the owner of the mine is responsible for installing and maintaining a fence along the perimeter of all areas where mining activities have or are to occur. When visiting the north end of the property with the property owners, no functioning fence was observed (see pictures on following pages). **It is noted that fence is primarily located where required. All fencing must be kept in good condition and have signage added stating "No Trespassing".**
7. Per section 12 of the Amended Consent Judgement, the owner of the mine is responsible for providing an undisturbed 25-ft buffer along all perimeter property, limiting mining activities to not closer than 100 feet to the nearest property line, and limiting processing and stockpiling activities to not closer than 200 feet to the nearest property line (Township Ordinance 10-104(i) lists values of 25 feet, 160 feet, and 200 feet for undisturbed buffer, mining activity, and processing & stockpiling setbacks, respectively). No action required

≡ Summary

It is this office's recommendation that Holly Township approve a conditional permit for the continued mining at this location. The remaining items that need to be addressed are:

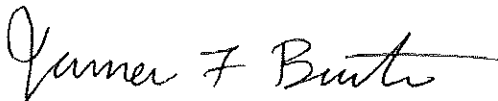
1. Provide an aerial photo on the site plan at leaf off.
2. Provide "No Trespassing" signs on all fencing.
3. Address reclamation encroachments from prior to the current amended consent judgement.

The above listed items shall be addressed prior to the re-application in May of 2026.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.  
Vice President

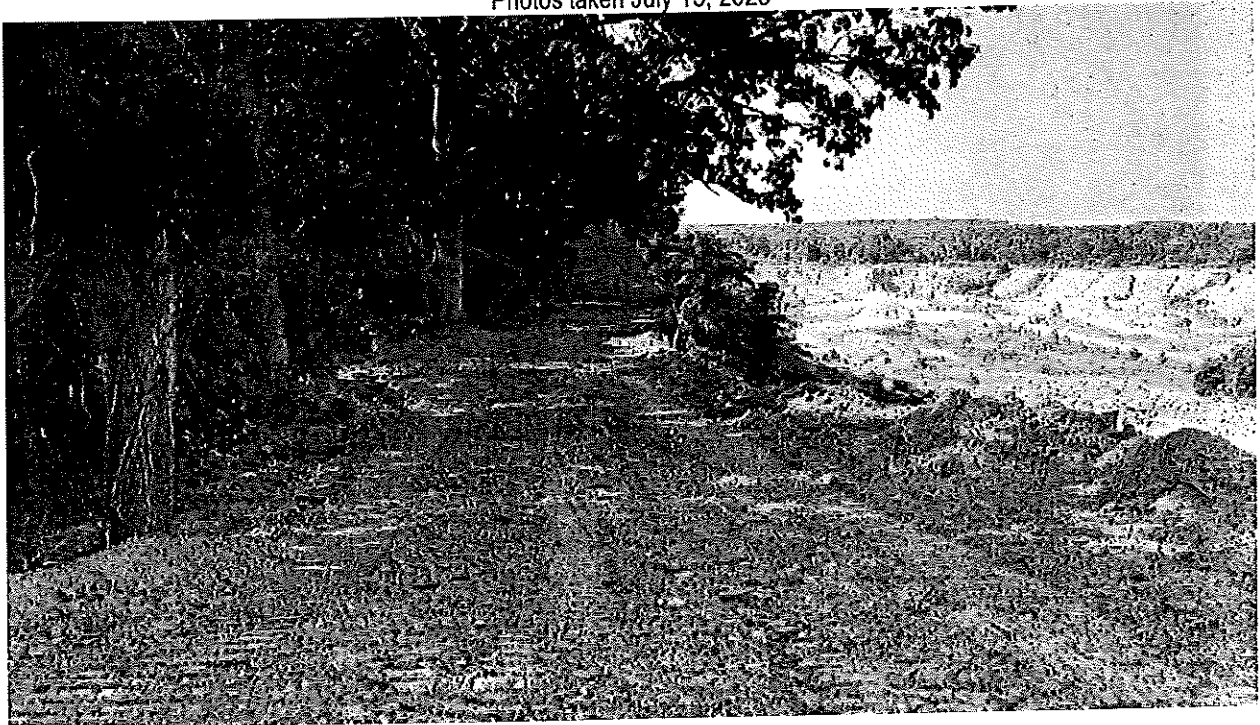


John V. Balint, P.E.  
Associate

BHT/bht  
Attachment  
Enclosure

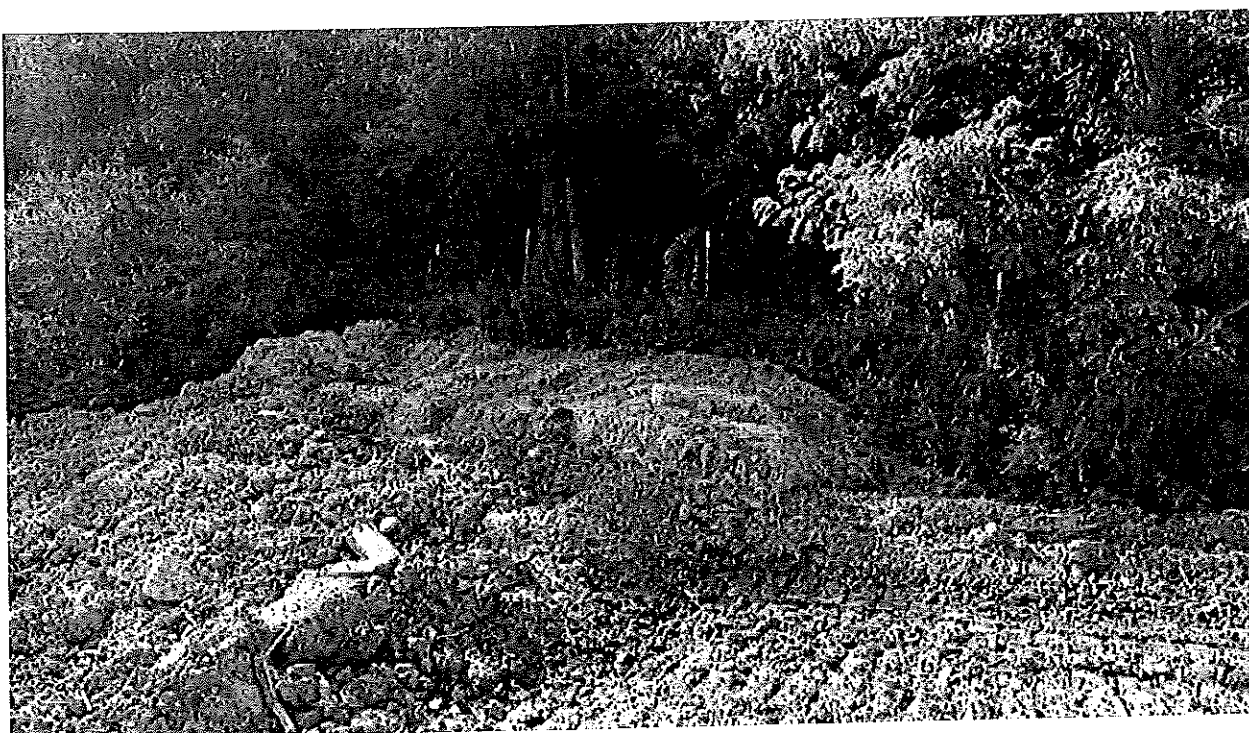
pc: Holly Township; Mr. George Kullis, Karin Winchester  
Holly Township Attorney; Ms. Lisa Hamameh  
Kieft Engineering, Inc.; Mr. David S. Wardin, P.E.  
HRC; File

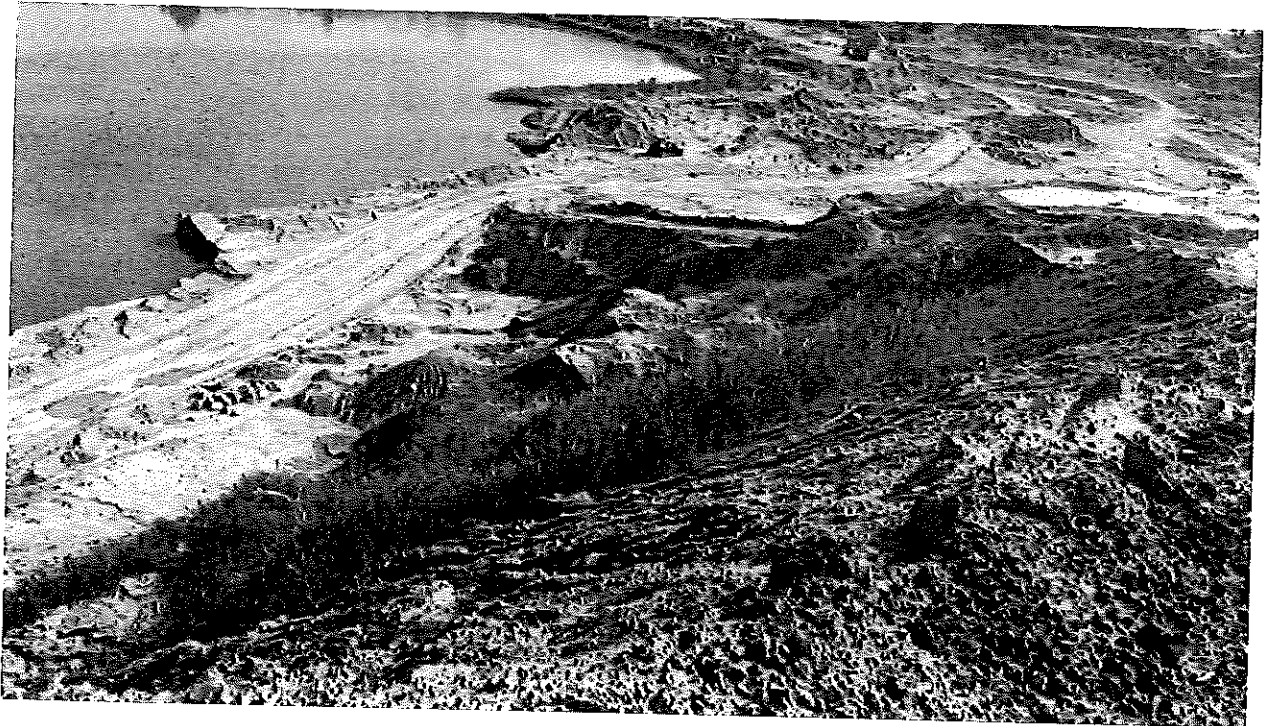
6359 Lahring Road (Parcel I.D. 01-12-326-005)  
Photos taken July 15, 2025



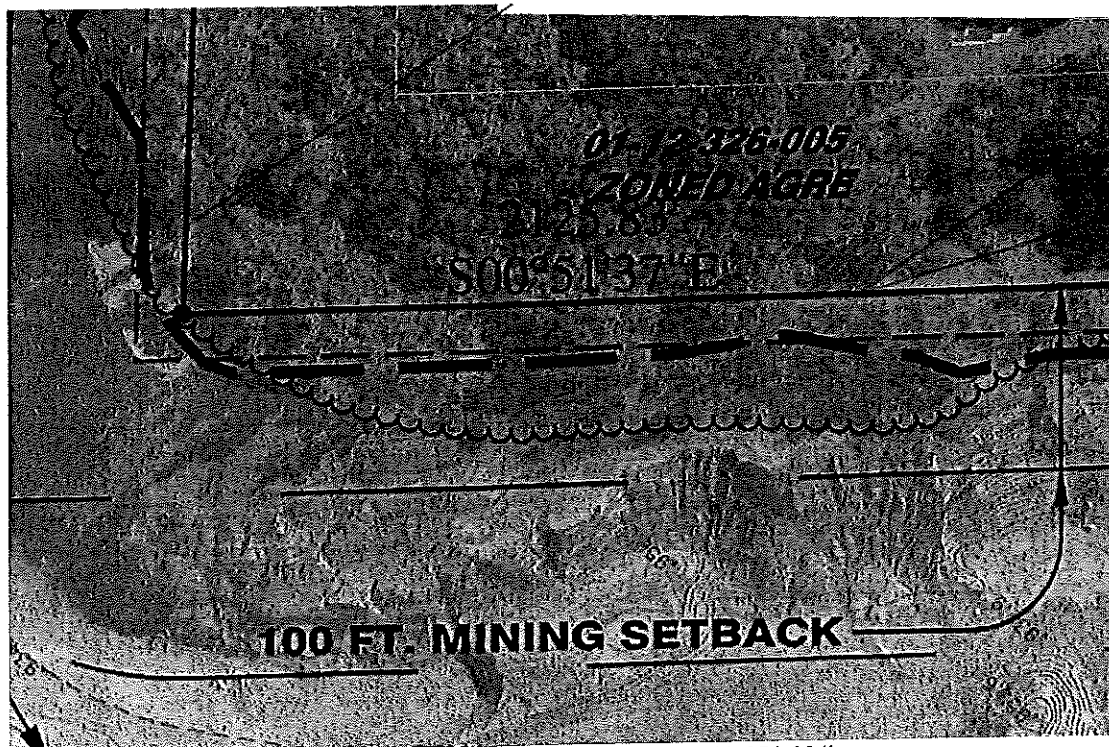
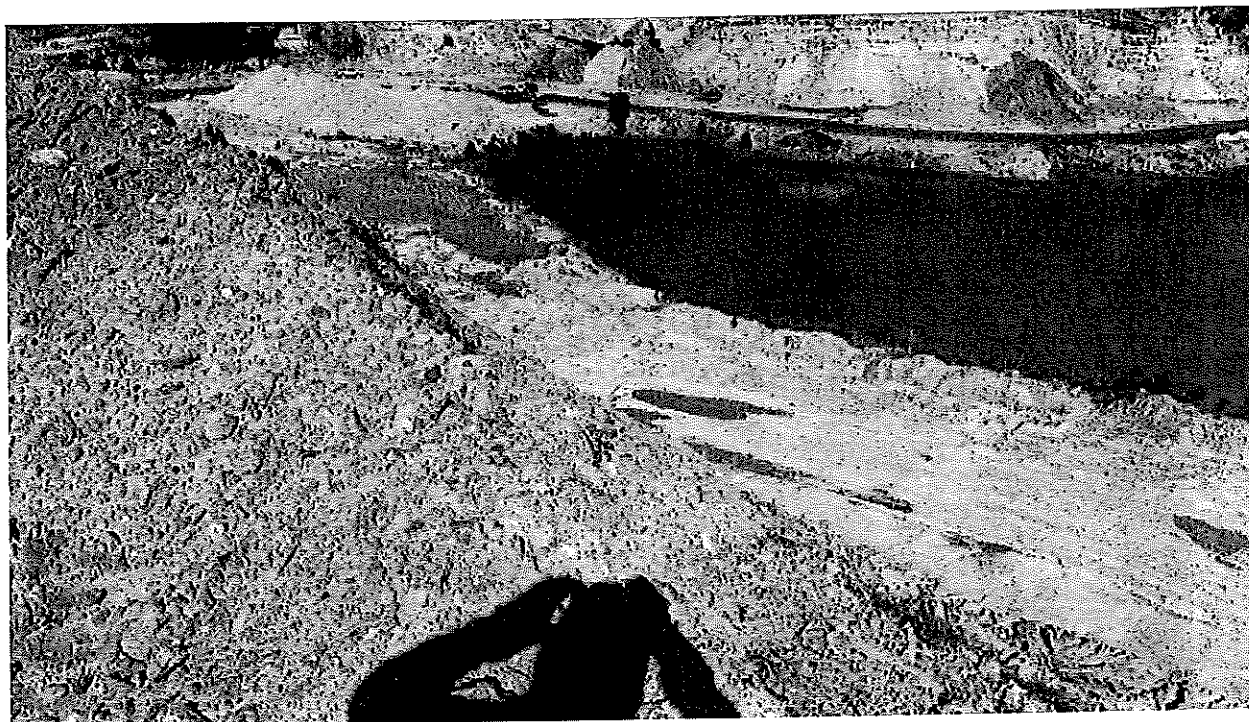




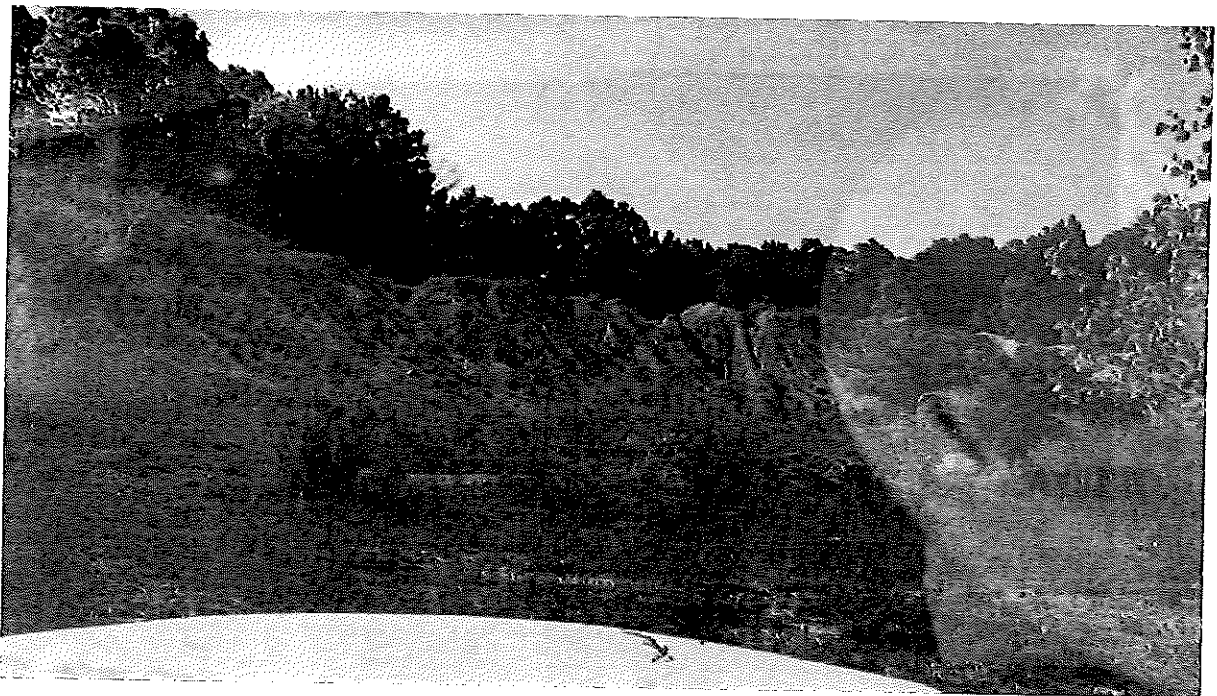


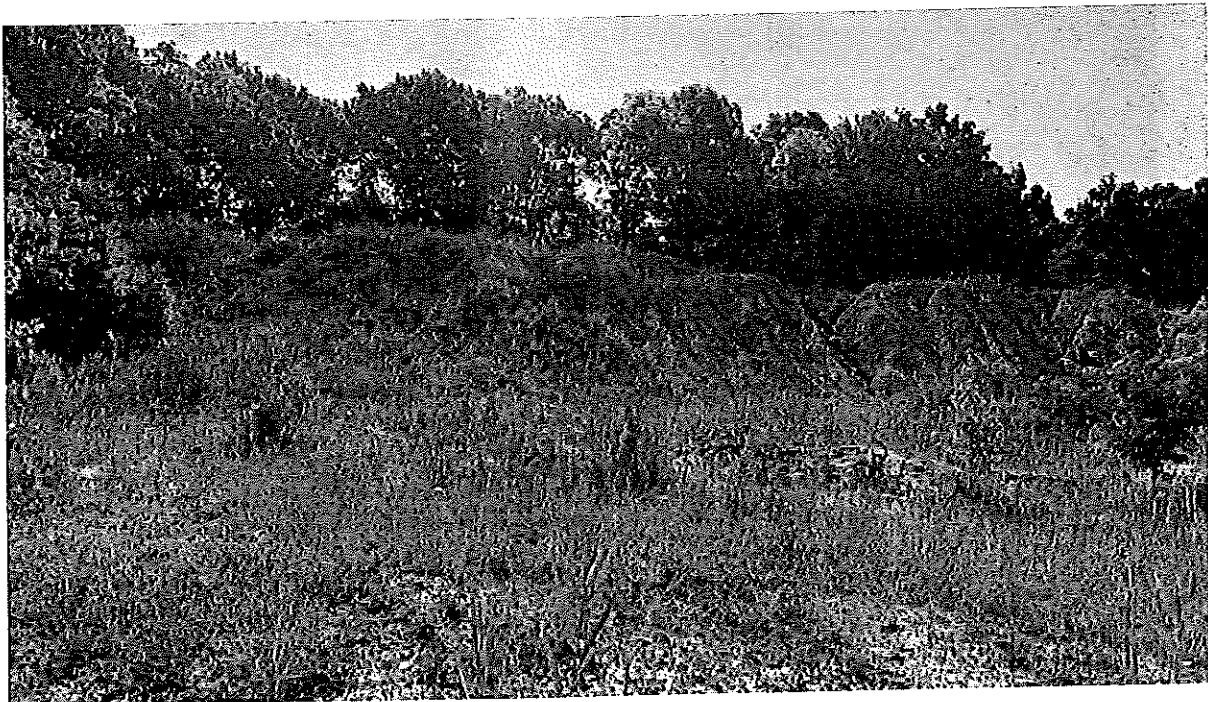






12230 Dixie Highway Road (Parcel ID 01-12-251-004)  
Photos taken July 15, 2025









# HOLLY TOWNSHIP

102 Civic Drive • Holly, Michigan 48442 • Phone (248) 634-9331 • Fax (248) 634-5482

## APPLICATION FOR MINING PERMIT

### Instructions to Applicant:

Answer each question completely. Please read the additional instructions provided for this application. Incomplete submittals will not be processed.

### For Township Use Only:

Date Received: 7-29-25  
File No.: \_\_\_\_\_  
Administrative Fee Paid: ✓  
Escrow Fee Paid: ✓

### 1) Applicant:

Name: South Flint Gravel, Inc.  
Address: 6090 Belford Rd.  
City: Holly State: MI Zip: 48442  
Phone: (Home) 810-691-8542 (Office) 248-634-3231 (Fax) 248-634-1337  
Interest: Lessee

*(If the applicant/petitioner is not the owner of record, a notarized letter of authority or Power of Attorney must be included as part of this application)*

### 2) Name of Owner/Owners of Land From Which Removal is to be Made:

Name: Robert Aldridge  
Address: 7210 Burpee Rd.  
City: Grand Blanc State: MI Zip: 48439  
Phone: (Home) 810-691-8542 (Office) 810-232-8911 (Fax) 248-634-1337  
Interest: Owner  
Signature: \_\_\_\_\_

### 3) Person, Firm or Corp. Who Will be Conducting the Actual Mining Operation:

Name: South Flint Gravel, Inc.  
Address: 6090 Belford Rd.  
City: Holly State: MI Zip: 48442  
Phone: (Home) 810-691-8542 (Office) 248-634-3231 (Fax) 248-634-1337  
Interest: Leasee

**4) Designer: (Registered Engineer, Architect, Surveyor, Landscape Architect or Planner)**

Name: Kieft Engineering  
Address: 5852 S. Main St.  
City: Clarkston State: MI Zip: 48346  
Phone: (Home) \_\_\_\_\_ (Office) 248-625-5251 (Fax) \_\_\_\_\_  
Interest: Engineer

**5) General Property Information and Description:**

General Location: I-75 E to Dixie Hwy., Belford Rd S to Lahring Rd.  
Acreage: 179.49  
Sidwell Number: I01-12-101-004, I01-12-251-001, I01-12-251-009, I01-12-251-010, I01-12-326-001  
Legal Description: See Attached

*(Attach metes and bounds description where applicable)*

**6) Zoning:**

Current Zoning: Agre

**7) Site Plan:**

Site Plan Attached:

Including the following (in accordance with):

- 1) Aerial Photo [Section 10-103.(b)(11)] & [Section 32-154.(d)(2)];
- 2) Land Use Study [Section 32-154.(d)(4)];
- 3) Geological / Hydrological / Engineering Survey: [Section 32-154.(d)(5)];
- 4) Plan of Operation [Section 10-103.(b)(9)] & [Section 32-154.(d)(3)];
- 5) Reclamation Plan [Section 10-103.(b)(12)] & [Section 32-154.(d)(7)];

	Yes	No	X*
*	Yes	No	X*
	Yes	No	X*
	Yes	No	X*
	Yes	No	X*
	Yes	No	X*

\*Engineer Will Supply

\*Engineer Supplied

**8) Operation:**

A) Estimated Number of Years to Complete Operation:  
Unknown

B) Number of Phases, if Applicable:  
N/A

**9) Processing:**

A) Location of Processing Plant to be Used:  
6090 Belford Rd., Holly, MI 48442

B) Type of Processing Plant:  
Wash Plant

**10) Material Removal:**

A) Type of Materials or Resources to be Removed:  
Sand, Stone, Clay

B) Estimated Cubic Yards to be Removed: 200,000

C) Proposed Method of Removal: Surface Mining

D) General Haul Routes: Belford Rd. - Pit Entrance to Dixie Hwy.  
Dixie Hwy. Entrance

E) Will Blasting or Other Use of Explosives be Used? No

F) Proposed Hours of Operation: 7:00 a.m. to 5:00 p.m.

**11) Equipment to be Used:**

A) Description of Types of Equipment to be Used (Including anticipated noise and vibration levels):  
Front End Loaders

B) Construction Trailer or Mobile Office on site? No  
If so, requested location: \_\_\_\_\_

**12) Reclamation:**

If Quarrying Results in Extensive Under-Surface Extension, What Method Will be Used to Fill Excavation?

N/A

**13) Performance Bond:**

Surety Performance Bond for Not Less than \$1,000 per Acre or Fraction Thereof:

Date Bond Secured: On File Bond Number: On File

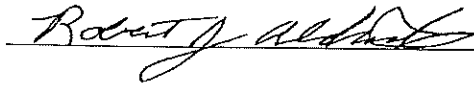
**14) Other Applicable Permits:**

The applicant shall be responsible for adhering to and acquiring the following permits:

- A) General Permit for Sand and Gravel Mining Wastewater: National Pollutant Discharge Elimination System (NPDES) Permit # MIG499000

**15) Signature:**

I, the undersigned, state that the foregoing answers herein contained and the information herewith submitted are in all respects true and correct to the best of my knowledge and belief. I hereby grant permission for members of the Township Board of Trustees, Township Planning Commission and the Township's Zoning Administrator, Township consultants, or other Township agents or employees, to enter the above described property for the purposes of gathering information related to this application.

  
Signature of Applicant

7-29-2025  
Date

**Instructions to Applicant:**

- 1) A special use permit shall be required for new or expansion of existing approved mineral mining and extractive operations.
- 2) All applications to be submitted to the Planning Commission must be accompanied by fifteen (15) copies of the plan prepared in accordance with the Holly Township Code of Ordinances Chapter 10 Article 4 Mining Control and Chapter 32 Article 4 Supplementary Regulations. The application and plans shall be filed on or before January 15<sup>th</sup> of each year.
- 3) Applications must be submitted with the application fees as set by resolution "Res 2008-02".
- 4) All mining permits shall expire on May 15<sup>th</sup> of every year.