



CHARTER TOWNSHIP OF HIGHLAND

205 N. John Street Auditorium Highland, Michigan 48357 248/887-3791

SPECIAL BOARD OF TRUSTEES MEETING AGENDA May 24, 2021 - 6:30 P.M.

Based on the December 7, 2020, Board of Trustees Resolution Declaring and Confirming Coronavirus Local State of Emergency and the COVID-19 epidemic declared by the Director of the Michigan Department of Health and Human Services, this meeting will be held by electronic remote access that provides 2-way telephone or video conferencing as permitted by and in accordance with the Open Meetings Act as amended by Public Act No. 228 of 2020.

The public may participate in the meeting through Zoom by computer, tablet or smart phone using the following link: <https://us02web.zoom.us/j/89394173472>. New to Zoom? Get the app now and be ready when your first meeting starts May 24, 2021, at 6:30 p.m. Meeting ID: 893 9417 3472.

You may also participate using your phone by calling the following numbers:

One tap mobile

+13017158592,, 89394173472# US (Washington DC) +13126266799,, 89394173472# US (New York)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 346 248 7799 US (Houston)

+1 929 436 2866 US (New York)

+1 669 900 6833 US (San Jose)

Find your local number: <https://us02web.zoom.us/j/89394173472>

Meeting ID: 893 9417 3472

Members of the public will only be able to speak during the Public Comment period at the beginning of the meeting and Public Hearing, such comments will be limited to three minutes per person. To provide for orderly public participation, a person wishing to speak must first state their name and request to be recognized by the Chairperson of the meeting. The Chairperson will recognize all persons wishing to speak during the public comment period. Prior to the meeting, members of the public may contact the members of the Highland Township Board of Trustees to provide input or ask questions by email or mail to the Township employee/official and at the address listed below. Persons with disabilities in need of accommodations to be able to participate in the meeting should provide at least 24-hour advance notice to the listed Township employee by phone, email, or mail and an attempt will be made to provide reasonable accommodations.

Tami Flowers MiPMC, Clerk
Charter Township of Highland
205 North John Street,
Highland, Michigan 48357
Email: clerk@highlandtwp.org
Phone: (248) 887-3791 Extension 5

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll
4. Approval of Agenda
5. Consent Agenda Approval
Approve:
 - a) May 3, 2021 Board of Trustees Meeting Minutes
 - b) May 3, 2021 Board of Trustees Meeting Closed Session Minutes
 - c) List of Bills dated May 12, 2021 plus additions
6. Announcements and Information Inquiry:
 - a) COVID-19 Vaccine Clinic at Highland Activity Center on May 27, 2021
 - b) Township Offices will be closed on Monday, May 31, 2021 in observance of Memorial Day
 - c) The following military ceremonies will be performed on Memorial Day:
 - 8:00 a.m. Highland Cemetery
 - 8:30 a.m. Veterans Memorial Park
 - 9:00 a.m. West Highland Cemetery
7. Public Comment
8. New Business:
 - a) Resolution 21-11 to Approve Amendment of the Interlocal Agreement Regarding the Western Oakland Transportation Authority for Formation of an Act 196 Authority and to Adopt Articles of Incorporation
9. Adjourn

1. Call Meeting to Order

Time: _____

Number of Visitors: _____

2. Pledge of Allegiance

Township Board Meeting Roll

Date: May 24, 2021

Present

Absent

Board Member

Rick A. Hamill

Tami Flowers

Jenny Frederick

Judy Cooper

Brian Howe

Beth Lewis

Joseph Salvia

Start Time: _____ End Time: _____

4. Approval of Agenda

5. Consent Agenda Approval

- a) May 3, 2021 Board of Trustees Meeting Minutes
- b) May 3, 2021 Board of Trustees Meeting Closed Session Minutes
- c) List of Bills dated May 12, 2021 plus additions

CHARTER TOWNSHIP OF HIGHLAND
REGULAR BOARD OF TRUSTEES MEETING
May 3, 2021 - 6:30 p.m.

The meeting was called to order at 6:30 p.m. with the Pledge of Allegiance.

Roll Call: Rick Hamill, Supervisor
Tami Flowers, Clerk
Jenny Frederick, Treasurer
Judy Cooper, Trustee
Brian Howe, Trustee
Beth Lewis, Trustee
Joseph Salvia, Trustee

Also Present: Ken Chapman, Fire Chief
Lisa Hamameh, Township Attorney
Matt Snyder, Lieutenant OCSO

Visitors: 15

Approval of Agenda:

Mrs. Flowers requested that Credit Card Limits be added to the agenda as item 10 g) under New Business.

Mrs. Cooper moved to approve the agenda as amended. Mrs. Frederick supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

Consent Agenda Approval:

- a) April 5, 2021 Board of Trustees Meeting Minutes
- b) List of Bills April 14, 2021 and April 28, 2021 plus additions
- c) Approve Application and Issue Fireworks Permit to ACE Pyro LLC
- d) Approve S & D Seasonal Services LLC M-59 Mowing Contract
- e) Budget Amendment – Road Fund

Receive and File:

Building Department – March 2021
Financial Report – Post Audit 2020
Financial Report – March 2021
Fire Department – March 2021
Ordinance Department Enforcement – March 2021
Ordinance Department Inspections – March 2021
Sheriff's Department – March 2021
Treasurer's Report – March 2021
WOTA – 1st Quarter 2021

Mrs. Cooper moved to approve the consent agenda as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

Announcements and Information Inquiry:

- a) Highland Community Prayer Breakfast – May 6, 2021 at 9:00 a.m.
Virtual on the Highland White Lake Business Association Facebook Page
- b) Highland Garden Club Plant Sale Saturday, May 15th, 9am – Noon
Highland Activity Center Parking Lot
- c) Founders Day Parade and Festivities on May 15, 2021 have been cancelled.
- d) Township Offices will be closed on Monday, May 31, 2021 in observance of Memorial Day

Public Comment:

Two comments regarding the rezoning of vacant land on W. Highland/S. Tipsico Lake Roads.

Presentation:

Six Rivers Land Conservancy

Presentation by Six Rivers Land Conservancy on Public Agency Acquisition Assist Process

Pending Business:

- a) **Proposed Zoning Ordinance Amendment Z-019 to rezone parcel #11-15-326-017, vacant N. Milford Road, approximately 1.7 acres, OS, Office Services District, to C2, General Commercial District. Submitted by applicant Sam Raouf/property owner Rima Properties LLC**

Mr. Hamill moved to approve the Proposed Zoning Ordinance Amendment Z-019 to rezone parcel #11-15-326-017, vacant N. Milford Road, approximately 1.7 acres, OS, Office Services District, to C2, General Commercial District. Submitted by applicant Sam Raouf/property owner Rima Properties LLC. Mrs. Frederick supported, and the motion failed with the following roll call vote: Hamill – yes, Flowers – no, Frederick – no, Cooper – no, Howe – yes, Lewis – no, Salvia – no.

Mr. Hamill moved to approve the Proposed Zoning Ordinance Amendment Z-019 to rezone parcel #11-15-326-017, vacant N. Milford Road, approximately 1.7 acres, OS, Office Services District, to C1, Local Commercial District. Submitted by applicant Sam Raouf/property owner Rima Properties LLC. Mr. Salvia supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

b) Proposed Amendment/Extension of Site Lease Agreement for Cell Tower

Mr. Hamill moved to reject the Proposed Amendment to Communications Site Lease Agreement with SBA 2012 TC Assets, LLC. Mrs. Frederick supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

New Business:

a) Introduce Rezoning Request from LV, Lakes and Villages Single Family Residential to C2, General Commercial, Vacant W. Highland/S. Tipsico Lake Road, PIN 11-30-101-001, Applicant: Jeffrey Bryson

Mr. Hamill moved to Introduce Rezoning Request from LV, Lakes and Villages Single Family Residential to C1, Local Commercial District, Vacant W. Highland/S. Tipsico Lake Road, PIN 11-30-101-001, the northern 4 acres of a 10 acre parcel. Applicant: Jeffrey Bryson. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

b) Award bid for Firefighter Gear Washer/Extractor

Mr. Hamill moved to award the bid for Firefighter Gear Washer Model No. MWTX 4 to A & B Equipment in the amount of \$9,040.00. Mrs. Lewis supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

c) Award bid for Fire Station #1 Office and Training Furniture

Mr. Hamill moved to award the bid for Office/Training Room Furniture to Partnr Haus in the amount of \$38,899.49. Mrs. Cooper supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

d) Proposal for Planning and Zoning Administration/Planning Commission Support

Mr. Hamill moved to hire Carlise Wortman Associates, Inc. to take over as consultants for our Planning and Zoning Positions. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

e) Budget Amendment for Planning Consultant Services

Mrs. Frederick moved to approve the Budget Amendment for Planning Consultant Services as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

f) Authorization for Purchase of Factory-Built Sheds as Temporary Offices.

Mr. Hamill moved to waive the Board Purchasing Policy for sealed bids and authorize the Supervisor to complete the purchase of factory-built sheds as temporary offices. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – no, Frederick – yes, Cooper – no, Howe – yes, Lewis – yes, Salvia – yes.

g) Credit Card Limits

Discussion regarding purchasing policy and credit card limits. No action taken.

Possible Closed Session:

Closed Session to Consider the Purchase of Real Property in Accordance with MCL 15.268(d)

Mr. Hamill moved for the Board to go into closed session along with Planning Director, Beth Corwin, to consider the purchase of real property in accordance with MCL 15.268(d). Mrs. Cooper supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

The Board went into closed session at 8:39 p.m. and ended at 9:08 p.m.

h) Consider the Purchase of Real Property

Mrs. Cooper moved to authorize the Supervisor to proceed as discussed in closed session. Mr. Salvia supported and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

Adjourn:

Supervisor Hamill adjourned the meeting at 9:10 p.m.

Tami Flowers, MiPMC
Highland Township Clerk

Rick A. Hamill
Highland Township Supervisor

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
GENERAL FUND					
101-000-000-072-000 COUNTY OF OAKLAND					
1159	TREASURER	101-HIGHLAND HILLS OAK CTY	APR 2021	04/30/2021	24.50
1159	TREASURER	101-HIGHLAND GREENS-OAK CTY	APR 21	05/10/2021	266.50
1159	TREASURER	101-RIDGEWOOD-OAK CTY	APRIL 2021	05/10/2021	192.00
101-000-000-075-000 HURON VALLEY SCHOOLS					
1159	TREASURER	101-HIGHLAND HILLS HVS	APR 2021	04/30/2021	98.00
1159	TREASURER	101-HIGHLAND GREENS-HVS	APR 21	05/10/2021	1,066.00
1159	TREASURER	101-RIDGEWOOD-HVS	APRIL 2021	05/10/2021	768.00
101-000-000-202-001 ESCROW BONDS&ENG. FEES PAYABLE					
6607	800 NEW LOOK	101-ESCROW/BUILDING	B21-00162	04/27/2021	250.00
6541	A BETTER EXTERIOR LLC	101-ESCROW/BUILDING	B21-00190	04/27/2021	250.00
6690	BROWN, GEORGE	101-ESCROW/BUILDING	B20-00459	04/28/2021	250.00
6091	C & L WARD BROS. CO.	101-BUILDING/ESCROW	B21-00001	04/27/2021	250.00
6091	C & L WARD BROS. CO.	101-BUILDING/ESCROW	B21-00057	05/10/2021	125.00
8256	GRAND BLANC CONCRETE CONSTRUCTION	101-ESCROW/BUILDING	B21-00275	05/04/2021	125.00
8256	GRAND BLANC CONCRETE CONSTRUCTION	101-ESCROW/BUILDING	B21-00276	05/04/2021	125.00
8256	GRAND BLANC CONCRETE CONSTRUCTION	101-ESCROW/BUILDING	B21-00277	05/04/2021	125.00
8256	GRAND BLANC CONCRETE CONSTRUCTION	101-ESCROW/BUILDING	B21-00278	05/04/2021	125.00
8256	GRAND BLANC CONCRETE CONSTRUCTION	101-ESCROW/BUILDING	B21-00280	05/04/2021	125.00
8256	GRAND BLANC CONCRETE CONSTRUCTION	101-ESCROW/BUILDING	B21-00284	05/04/2021	125.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B21-00187	05/04/2021	57.00
1708	HIGHLAND TWP. SOLID WASTE FUND	101-REFUSE FEE	B20-00407	05/04/2021	110.00
8248	HITTINGER, CLIFF	101-ESCROW/BUILDING	B19-00015	04/27/2021	125.00
1541	HOME DEPOT USA	101-ESCROW/BUILDING	B21-00054	04/27/2021	125.00
5827	HSI	101-ESCROW/BUILDING	B21-00070	04/28/2021	125.00
5827	HSI	101-ESCROW/BUILDING	B21-00073	04/28/2021	125.00
5827	HSI	101-ESCROW/BUILDING	B21-00079	04/27/2021	125.00
5827	HSI	101-ESCROW/BUILDING	B21-00083	04/29/2021	125.00
5827	HSI	101-ESCROW/BUILDING	B21-00116	04/27/2021	250.00
5827	HSI	101-ESCROW/BUILDING	B21-00125	04/29/2021	85.00
8251	HUTCHINSON, LEON J	101-ESCROW/BUILDING	B19-00499	04/28/2021	125.00
8255	KESSLER, MATTHEW	101-ESCROW/BUILDING	B21-00187	05/04/2021	250.00
8255	KESSLER, MATTHEW	101-REINSPECTION FEE	B21-00187	05/04/2021	57.00-
8250	KYA PROPERTIES LLC	101-ESCROW/BUILDING	B20-00083	04/28/2021	500.00
8249	LUCAS CONSTRUCTION	101-ESCROW/BUILDING	B21-00143	04/27/2021	250.00
7924	MCCARTER CONSTRUCTION LLC, JOHN	101-ESCROW/BUILDING	B21-00027	04/27/2021	125.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B21-00066	04/27/2021	250.00
5818	NIXON, JOEL	101-ESCROW/BUILDING	B20-00345	04/22/2021	125.00
3558	PENNEBAKER HOMES	101-ESCROW/BUILDING	B20-00407	05/04/2021	1,031.00

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
3558	PENNEBAKER HOMES	101-REFUSE FEE	B20-00407	05/04/2021	110.00-
6746	ROOFING & BEYOND	101-ESCROW/BUILDING	B21-00197	04/27/2021	125.00
9240	SIMPLIFILE	101-FILING FEE	15003135742	04/30/2021	33.00
8254	SPRADER, ROBERT AND MORGAN	101-ESCROW/BUILDING	BDEMO 20-00012	05/04/2021	500.00
6077	TROMBLEY, CAROL LYNNE	101-ESCROW/BUILDING	B20-00620	04/27/2021	500.00
101-000-000-285-005 OAKLAND CO. ANIMAL CONTROL					
4000	CHARTER TOWNSHIP OF HIGHLAND	101-DOG LICENSE	04232021	04/23/2021	80.00
4007	OAKLAND CO. ANIMAL CONTROL/PET ADOPTION	101-DOG LICENSE	04232021	04/23/2021	737.50
101-000-000-428-200 DELINQUENT P. PROPERTY TAX					
6317	OAKLAND COUNTY TREASURER	101- DELINQUENT TAX PAYBACK	10060B	05/04/2021	32.92-
101-000-000-478-380 BUILDING PERMITS					
5827	HSI	101-REFUND OF PERMIT FEES	PB21-0069	04/29/2021	60.00
5827	HSI	101-REFUND OF PERMIT FEES	PMH21-0029	04/27/2021	173.00
5827	HSI	101-REFUND PERMIT FEES	PMH21-0030	04/29/2021	173.00
5818	NIXON, JOEL	101-REFUND PERMIT FEES	PB20-0283	04/22/2021	72.00
101-000-000-479-380 HEATING PERMITS					
5827	HSI	101-REFUND OF PERMIT FEES	PM21-0090	04/27/2021	77.00
5827	HSI	101-REFUND OF PERMIT FEES	PM21-0091	04/29/2021	77.00
101-000-000-480-380 PLUMBING PERMITS					
5827	HSI	101-REFUND OF PERMIT FEES	PP21-0047	04/27/2021	67.00
5827	HSI	101-REFUND OF PERMIT FEES	PP21-0048	04/29/2021	67.00
101-000-000-694-200 MISCELLANEOUS					
6317	OAKLAND COUNTY TREASURER	101-PRE DENIAL QTRLY BILL	10060B	05/04/2021	507.92
Total :					11,247.50
CEMETERY					
101-276-000-935-000 CEMETERY: SEXTON					
1127	HURON CEMETERY MAINTENANCE	101-CEMETERY MAINTENANCE	MAY 2021	04/26/2021	3,434.00
Total CEMETERY:					3,434.00
ACTIVITY CENTER					
101-289-000-727-000 ACTIVITY CTR: OFFICE SUPPLIES					
1521	CHASE CARDMEMBER SERVICE	101-WEBCAM/MOUSE	4/09/21-5/08/21	05/09/2021	60.67
101-289-000-729-001 ACTIVITY CTR: OPER. SUPPLIES					
2596	FIVE STAR ACE	101-ACTIVITY CTR-MULTI FOLD TOWELS	25761	05/05/2021	91.96
9208	HIGHLAND SUPPLY INC.	101-DISINFECTANT/PAPER TOWEL	4019161	05/06/2021	81.04
101-289-000-853-000 ACTIVITY CTR: PHONE SERVICE					
9090	NET EXPRESS VOIP	101-PHONE SERVICE-ACT CTR	429210423	04/23/2021	52.75
2652	SPRINT	101-CELL PHONE-ACT. CTR.	337192515-230	04/23/2021	37.29

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
101-289-000-903-000	ACTIVITY CTR: ADVERT./PRINTING				
2680	KINGSETT LLC D/B/A SPINAL COLUMN	101-ADVERTISEMENTS-ACTIVITY CTR.	32997	04/21/2021	590.00
101-289-000-920-000	ACTIVITY CTR: UTILITIES				
1375	CONSUMERS ENERGY	101-209 N JOHN ST ACTIVITY CENTER	202341682290	04/23/2021	203.51
101-289-000-931-000	ACTIVITY CTR: BUILDING MAINT				
1581	MR. MAT RENTAL SERVICE	101-MONTHLY CHG - ACTIVITY CENTER	2322739	05/05/2021	37.00
101-289-001-853-000	ANNEX: INTERNET SERVICE				
2216	COMCAST	101-ANNEX 8529 10 157 0100876	06082021 0100876	04/26/2021	216.56
101-289-001-920-002	ANNEX: UTILITIES				
1375	CONSUMERS ENERGY	101-205 W. LIVINGSTON RD-ANNEX	202341682289	04/23/2021	117.63
101-289-001-931-002	ANNEX: BUILDING MAINT				
2694	GOYETTE MECHANICAL	101-REPAIR A/C-ANNEX	910074421	04/15/2021	2,908.08
1157	TOP NOTCH CLEANING SERVICES	101-ANNEX OFFICE CLEANING-APRIL	1229	05/03/2021	400.00
Total ACTIVITY CENTER:					4,796.49
GENERAL GOVERNMENT					
101-290-000-727-000	GEN GOV: OFFICE SUPPLIES				
8253	AMAZON CAPITAL SERVICES	101-PORTFOLIO-PLANNING	1KVY-Y3XN-CJWM	05/01/2021	39.95
2059	APPLIED IMAGING	101-RICOH TONER	611809-1	04/19/2021	12.60
6331	PITNEY BOWES INC	101- INK CARTRIDGE	1015953377	07/02/2020	237.98
6331	PITNEY BOWES INC	101- INK PAD REPLACEMENT KIT	1017355494	01/29/2021	19.54
1002	QUILL CORPORATION	101-PAPER/TAPE/BINDER/HIGHLIGHTERS/STAPLES	16028910	04/14/2021	84.92
101-290-000-728-000	GEN GOV: POSTAGE				
1035	PITNEY BOWES GLOBAL FINANCIAL	101-MAILING SYS. QTRLY FEE ACCT#0017067100	3311916539	08/30/2021	372.21
1035	PITNEY BOWES GLOBAL FINANCIAL	101-MAILING SYS. QTRLY FEE ACCT#0017067100	3312470359	11/25/2020	372.21
1035	PITNEY BOWES GLOBAL FINANCIAL	101-MAILING SYS. QTRLY FEE ACCT#0017067100	3313035591	02/23/2021	372.21
101-290-000-792-000	GEN GOV: MEMBER FEES				
1521	CHASE CARDMEMBER SERVICE	101-OAK PRESS	4/09/21-5/08/21	05/09/2021	8.95
101-290-000-804-000	GEN GOV: LEGAL SERVICES				
1407	SEGLUND GABE PAWLAK & GROTH PLC	101-PROSECUTION MATTERS	50967	04/30/2021	2,041.25
101-290-000-810-000	GEN GOV: PROF SERVICES				
9160	BUR VALUATION GROUP	101-APPRAISAL-S. HICKORY RIDGE RD POTENTL PARK L	20056	04/22/2021	3,400.00
9160	BUR VALUATION GROUP	101-APPRAISAL-WARDLOW/HICKORY RIDGE-TWP LAND	20058	04/23/2021	1,800.00
9160	BUR VALUATION GROUP	101-APPRAISAL-CLYDE ROAD-TWP LAND	20059	04/23/2021	2,200.00
9160	BUR VALUATION GROUP	101-APPRAISAL 3550 N DUCK LK RD FS#2-TWP LAND	20060	04/30/2021	2,800.00
101-290-000-852-000	GEN GOV: FIBER-OTHER COMMUNICA				
7660	CROWN CASTLE FIBER LLC	101-205 JOHN ST. FIBER NETWORKS	826780	05/01/2021	823.00
101-290-000-853-000	GEN GOV: PHONE SERVICE				
9090	NET EXPRESS VOIP	101-PHONE SERVICE-TWP	429210423	04/23/2021	219.34
2652	SPRINT	101-CELL PHONES - TWP.	337192515-230	04/23/2021	115.64

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
101-290-000-855-000 GEN GOV: WEBSITE					
9049	WEB MATTERS	101-TECHNICAL LABOR	6724	04/22/2021	135.00
9049	WEB MATTERS	101-TECHNICAL LABOR	6729	05/02/2021	90.00
101-290-000-903-000 GEN GOV: ADVERTISING					
2680	KINGSETT LLC D/B/A SPINAL COLUMN	101-ADVERTISEMENT HIGHLAND BOARD	33011	04/21/2021	408.00
101-290-000-920-000 GEN GOV: UTILITIES					
1375	CONSUMERS ENERGY	101-205 N JOHN-TWP OFFICES	202341682291	04/23/2021	248.51
1005	DTE ENERGY	101- STREETLIGHTS 9100-4056-3462	200482646256	05/01/2021	3,993.29
101-290-000-931-000 GEN GOV: TOWNSHIP MAINTENANCE					
2596	FIVE STAR ACE	101-LAWN BAGS/GLOVES	25741	04/30/2021	59.24
2126	FREEDOM WORK OPPORTUNITIES	101-LAWN MAINTENANCE	2989	04/26/2021	2,092.00
1021	GILL-ROY'S HARDWARE	101-GORILLA TAPE	2104-606346	04/26/2021	10.99
2694	GOYETTE MECHANICAL	101-REPAIR FURNACE-TWP	910075253	04/30/2021	1,348.01
1581	MR. MAT RENTAL SERVICE	101-MONTHLY CHG - TWP	2322740	05/05/2021	27.20
101-290-000-933-000 GEN GOV: EQ/SW MAINT CONTRACT					
1521	CHASE CARDMEMBER SERVICE	101-ADOBE/ZOOM/QR CODE	4/09/21-5/08/21	05/09/2021	172.66
1521	CHASE CARDMEMBER SERVICE	101-ICLOUD/ARCSITE	4/09/21-5/08/21	05/09/2021	109.01
101-290-000-934-000 GEN GOV: VEHICLE OP MAINT					
2692	WEX BANK	101-GAS FOR TWP VEHICLE	71591021	04/30/2021	197.46
101-290-000-956-000 GEN GOV: MISCELLANEOUS					
1839	ABSOPURE WATER CO.	101-5 GALLON SPRING	87917640	04/19/2021	23.40
9105	TENDER CORPORATION	101-INSECT REPELLENT W NILE PROGRAM	S532465	04/21/2021	2,897.40
101-290-000-956-001 GEN GOV: MISC. GRANT EXPENSE					
1541	HOME DEPOT CREDIT SERVICES	101-DISINFECTANT-REST RELIEF FED GRANT	3012015	03/30/2021	143.52
1541	HOME DEPOT CREDIT SERVICES	101-FOGGER/SPRAYER-REST. RELIEF FED GRANT	3023648	03/30/2021	5,584.00
101-290-000-967-000 GEN GOV: METRO AUTHORITY EXP					
2158	ROAD COMMISSION FOR O.C.	101-AT & T MOBILITY	1842	04/21/2021	3.41
101-290-000-973-002 GEN GOV: COMPUTER SOFTWARE					
1521	CHASE CARDMEMBER SERVICE	101-MAILCHIMP	4/09/21-5/08/21	05/09/2021	30.99
1712	CIVIC SYSTEMS LLC	101-AP ACH/VENOR PORTAL LICENSE FEE	CVC20525	04/09/2021	1,700.00
Total GENERAL GOVERNMENT:					34,193.89
TWP COMMUNITY PARKS					
101-292-000-935-000 PARKS: MAINTENANCE					
1309	BRENDEL'S SEPTIC TANK SER LLC	101-MONTHLY RENTAL-HICKORY RIDGE	191476	04/24/2021	90.00
1309	BRENDEL'S SEPTIC TANK SER LLC	101-MONTHLY RENTAL-DUCK LAKE PINES	191477	04/24/2021	434.29
2126	FREEDOM WORK OPPORTUNITIES	101-PARK LAWN MAINTENANCE	2989	04/26/2021	696.00
Total TWP COMMUNITY PARKS:					1,220.29

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
GENERAL GOVT PERSONNEL					
101-295-000-715-000 GGP:HEALTH/DENTAL/LIFE/DIS INS					
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 IN-HOUSE	211270031694	05/07/2021	1,038.91
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 TWP	211270031694	05/07/2021	7,286.89
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 ORDINANCE	211270031694	05/07/2021	265.70
9135	BLUE CARE NETWORK OF MICHIGAN	101-BCN GROUP 00138219 CLASS 0001 ACT. CTR.	211270031694	05/07/2021	738.24
9116	COLONIAL LIFE PREMIUM PROCESSING	101-PREMIUM BCN-E4485801	4485801-0413207	04/23/2021	136.68
1967	MUTUAL OF OMAHA	101-LIFE,DENTAL,DISAB. INS. BR3 LIBRARY	001204048202	05/04/2021	49.50
1967	MUTUAL OF OMAHA	101-LIFE,DENTAL,DISAB. INS. BR1 ACT CTR	001204048202	05/04/2021	61.33
1967	MUTUAL OF OMAHA	101-LIFE, AD&D, DISAB. INS. BR1 IN-HOUSE	001204048202	05/04/2021	153.71
1967	MUTUAL OF OMAHA	101-LIFE, AD&D, DISAB. INS. BR1 TWP	001204048202	05/04/2021	723.42
1967	MUTUAL OF OMAHA	101-LIFE, AD&D, DISAB. INS. ORDINANCE OFFICER BR1	001204048202	05/04/2021	33.52
Total GENERAL GOVT PERSONNEL:					10,487.90
BUILDING DEPT					
101-371-000-710-001 BLDG: INSP/ELEC/PLUMB/HTG					
9261	DUNCAN LLC, JEFFREY	101-INSPECTIONS	4/21/21-5/4/21	05/05/2021	675.44
1199	GREG CALME ELECTRIC LLC	101-INSPECTIONS	4/21/21-5/4/21	05/05/2021	1,738.39
9168	LUTTMAN, ROBERT J.	101-INSPECTIONS	4/21/21-5/4/21	05/04/2021	1,666.39
Total BUILDING DEPT:					4,080.22
PLANNING DEPT					
101-400-000-820-000 PLNG: DUES/ED/TRAVEL					
1521	CHASE CARDMEMBER SERVICE	101-SPRING INSTITUTE-FREDERICK	4/09/21-5/08/21	05/09/2021	85.00
101-400-100-820-000 PLNG COMM: DUES/ED/TRAVEL					
1477	MICHIGAN ASSOCIATION OF PLNG.	101-MEMBERSHIP DUES THRU 6/30/2022-PLNG COMM	977A	04/01/2021	675.00
Total PLANNING DEPT:					760.00
ZONING BOARD OF APPEALS					
101-410-000-903-005 ZBA: ADVERTISING					
2680	KINGSETT LLC D/B/A SPINAL COLUMN	101-ADVERTISEMENTS LEGAL-ZBA	33079	04/28/2021	510.00
Total ZONING BOARD OF APPEALS:					510.00
Total GENERAL FUND:					70,730.29
ROAD FUND					

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
ROAD EXPENDITURES					
201-290-000-952-000 DUST CONTROL					
7634	ODDEN, SUSAN	201-CHLORIDE DUST CONTROL- BEN DRIVE	04292021	04/29/2021	351.00
Total ROAD EXPENDITURES:					351.00
Total ROAD FUND:					351.00
FIRE FUND					
FIRE EXPENDITURES					
206-290-001-727-206 FIRE: SUPPLIES					
1521	CHASE CARDMEMBER SERVICE	206-N.OAK FIRE MEETING/STRUCTURE FIRE	4/09/21-5/08/21	05/09/2021	93.75
1521	CHASE CARDMEMBER SERVICE	206-WALMART	4/09/21-5/08/21	05/09/2021	89.95
1642	PETER'S TRUE VALUE HARDWARE	206-STATION SUPPLIES	K57369	04/21/2021	7.58
1100	SHAW'S COFFEE SERVICE/SHAW SVCS INC.	206-COFFEE SUPPLIES	478947	04/20/2021	236.00
206-290-001-820-206 FIRE: DUES & EDUCATION					
8252	OLSZEWSKI, PAUL	206-REIMBURSE EMT CLASS-OLSZEWSKI	01212021	01/21/2021	1,000.00
206-290-001-835-206 FIRE: MEDICAL SUPPLIES					
2039	BOUND TREE MEDICAL LLC	206-EMS SUPPLIES	84037655	04/27/2021	1,114.99
1021	GILL-ROY'S HARDWARE	206-TRASH CAN (R212)	2104-945419	04/13/2021	6.99
1132	LINDE GAS NORTH AMERICA LLC	206-EMS O2	63180934	04/22/2021	155.47
9220	MEDPRO DISPOSAL LLC	206-BIOHAZARD DISPOSAL	455091	05/01/2021	535.00
206-290-001-852-206 FIRE: RADIO COMMUNICATIONS					
2490	FRONTIER	206-DISPATCH LINE 616-001-6196	04192021 011603-5	04/20/2021	51.80
1029	OAKLAND COUNTY	206-DISPATCH SERVICES	SHF0006595	04/19/2021	14,276.60
206-290-001-866-206 FIRE: VEHICLE GAS/OIL					
2692	WEX BANK	206-GAS FOR MARSHAL VEHICLE	71591021	04/30/2021	65.80
2692	WEX BANK	206-GAS FOR FIRE VEHICLES	71591021	04/30/2021	1,908.73
2692	WEX BANK	206-GAS FOR FIRE VEHICLES	71591021	04/30/2021	36.56-
206-290-001-920-206 FIRE: PUBLIC UTILITIES					
1375	CONSUMERS ENERGY	206-250 W LIVINGSTON RD-ST#1	202341682287	04/23/2021	270.14
1375	CONSUMERS ENERGY	206-3550 DUCK LK RD ST#2	202341682288	04/26/2021	117.57
1375	CONSUMERS ENERGY	206-510 CLYDE RD ST#3	203142593868	04/23/2021	85.83
9090	NET EXPRESS VOIP	206-VOIP MONTHLY	1605210423	04/23/2021	110.64
2652	SPRINT	206-CELL PHONES - FIRE	337192515-230	04/23/2021	167.47
206-290-001-931-206 FIRE: BLDG MAINT/REPAIR					
1521	CHASE CARDMEMBER SERVICE	206-CHARGER CABLE	4/09/21-5/08/21	05/09/2021	39.45
1335	GRAINGER INC.	206-FS3 AIR DRYER	9870316263	04/15/2021	133.78
2534	OVERHEAD DOOR WEST COMMERCIAL	206-FS1 REAR BAY DOOR REPAIR	35176	04/14/2021	387.50
1642	PETER'S TRUE VALUE HARDWARE	206-FS2 SURGE STRIP	57333	04/19/2021	24.99
2287	UPS STORE - 2655, THE	206-UPS SHIPPING TO TFT	34678	04/01/2021	40.72

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
206-290-001-933-206 FIRE: EQUIP MAINT					
2059	APPLIED IMAGING	206-COPIER MAINTENANCE	1728532	04/26/2021	181.34
1521	CHASE CARDMEMBER SERVICE	206-INLET VALVE	4/09/21-5/08/21	05/09/2021	336.50
206-290-001-956-206 FIRE: MISC EXPENSE					
2596	FIVE STAR ACE	206-CLOTHES HOOKS FOR AMBULANCE	25773	05/06/2021	19.97
206-290-001-973-206 FIRE: COMPUTERS/SOFTWARE					
1521	CHASE CARDMEMBER SERVICE	206-GOOGLE SUITES/NETWORK SOLUTIONS	4/09/21-5/08/21	05/09/2021	438.99
Total FIRE EXPENDITURES:					21,860.99
GENERAL GOVT PERSONNEL					
206-295-000-715-000 FIRE:HEALTH/DENTAL/LIFE/DISINS					
9135	BLUE CARE NETWORK OF MICHIGAN	206-BCN GROUP 00138219 CLASS 0001 FIRE	211270031694	05/07/2021	4,134.45
1967	MUTUAL OF OMAHA	206-LIFE, AD&D INS. BR2 PD. ON CALL	001204048202	05/04/2021	161.70
1967	MUTUAL OF OMAHA	206-LIFE, AD&D INS. BR1 F-T FIRE	001204048202	05/04/2021	414.83
1967	MUTUAL OF OMAHA	206-LIFE, AD&D, DISAB. INS. CHIEF BR1	001204048202	05/04/2021	83.10
1967	MUTUAL OF OMAHA	206-LIFE, AD&D, DISAB. INS. FIRE MARSHAL BR1	001204048202	05/04/2021	33.52
Total GENERAL GOVT PERSONNEL:					4,827.60
Total FIRE FUND:					26,688.59
POLICE FUND					
POLICE EXPENDITURES					
207-290-000-815-000 POLICE: SHERIFF'S MAINT					
1375	CONSUMERS ENERGY	207-165 N JOHN ST	202341682286	04/23/2021	82.46
2694	GOYETTE MECHANICAL	207-REPAIR FURNACE/NEW CONDENSATE PUMP	910074587	04/19/2021	311.52
1581	MR. MAT RENTAL SERVICE	207-MONTHLY CHG	2322738	05/05/2021	52.75
1157	TOP NOTCH CLEANING SERVICES	207-MONTHLY CHG - APRIL	1228	05/03/2021	630.00
207-290-000-816-000 POLICE: OAKLAND CO SHER CONT					
1029	OAKLAND COUNTY	207- CELL PHONE CHARGES	SHF0006595	04/19/2021	209.76
1029	OAKLAND COUNTY	207-MONTHLY CONTRACT	SHF0006595	04/19/2021	229,431.75
207-290-000-817-001 POLICE: OVERTIME					
1029	OAKLAND COUNTY	207-MONTHLY CONTRACT - O.T.	SHF0006595	04/19/2021	5,582.64
207-290-000-970-000 POLICE: EQUIP CAP OUTLAY					
1521	CHASE CARDMEMBER SERVICE	207-REPLACEMENT TV FOR BREAKROOM	4/09/21-5/08/21	05/09/2021	336.00
Total POLICE EXPENDITURES:					236,636.88
Total POLICE FUND:					236,636.88

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
POST-RETIREMENT BENEFITS					
211-290-000-700-000 RETIREE OPEB EXPENSE					
1958	AmWINS GROUP BENEFITS INC.	211-RETIREE HEALTH PREMIUMS	6810901	04/26/2021	450.00
2499	GIBSON, WANDA SUE	211-RETIREE VISION REIMBURSEMENT	04222021	04/22/2021	300.00
2499	GIBSON, WANDA SUE	211-RETIREE HEALTH REIMBURSEMENT	MAY 2021	04/29/2021	202.59
1181	KILEY, JUDITH A.	211-RETIREE HEALTH REIMBURSEMENT	MAY 2021	04/26/2021	200.00
9095	PATTERSON, BRIDGET	211-RETIREE HEALTH REIMBURSEMENT	MAY 2021	04/29/2021	184.55
1206	REGAN, RITA	211-RETIREE HEALTH REIMBURSEMENT	MAY 2021	04/26/2021	362.32
1373	WAGNER, PATRICIA G.	211-RETIREE DENTAL REIMBURSEMENT	04152021	04/15/2021	158.40
1373	WAGNER, PATRICIA G.	211-RETIREE DENTAL REIMBURSEMENT	04202021	04/20/2021	243.00
1373	WAGNER, PATRICIA G.	211-RETIREE HEALTH ANNUAL DEDUCTIBLE REIMBURSE	1663559A8209	04/21/2021	88.85
1373	WAGNER, PATRICIA G.	211-RETIREE HEALTH REIMBURSEMENT	APR 2021	04/26/2021	213.54
1497	WEINBURGER, JOSEPH F.	211-RETIREE HEALTH REIMBURSEMENT	MAY 2021	04/26/2021	401.85
Total :					2,805.10
Total POST-RETIREMENT BENEFITS:					2,805.10
REFUSE FUND					
REFUSE EXPENDITURES					
226-528-000-706-000 REFUSE: CONTRACTOR					
2676	GFL ENVIRONMENTAL USA INC.	226-MONTHLY CONTRACT-MAY	49189220	05/01/2021	87,353.89
Total REFUSE EXPENDITURES:					87,353.89
Total REFUSE FUND:					87,353.89
CAPITAL IMPROVEMENT FUND					
CAPITAL IMP EXPENDITURES					
401-290-000-938-000 TOWNSHIP IMPROVEMENTS					
1005	THE DTE ENERGY COMPANY	401-205 N. JOHN IMPROVEMENTS	60232889	04/23/2021	45,759.96
401-290-000-938-014 TOWNSHIP RELOCATION EXPENSES					
1521	CHASE CARDMEMBER SERVICE	401-DEPOSIT FOR SHEDS	4/09/21-5/08/21	05/09/2021	27,433.50
Total CAPITAL IMP EXPENDITURES:					73,193.46
Total CAPITAL IMPROVEMENT FUND:					73,193.46
FIRE CAPITAL FUND					

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
FIRE CAPITAL EXPENDITURES					
402-290-000-988-001 CONSTR IN PROCESS FIRE MIL ST1					
1375	CONSUMERS ENERGY	402-1600 W HIGHLAND FS#1	203409593985	04/23/2021	288.58
7433	PARTNERS IN ARCH DESIGN/BUILD LLC	402-CONSTRUCTION AXIOM	18-122-011	04/01/2021	151,430.67
7433	PARTNERS IN ARCH DESIGN/BUILD LLC	402-FS1 PIA A/E	18-122-011	04/01/2021	6,120.00
402-290-000-988-002 CONSTR IN PROCESS FIRE MIL ST2					
2158	ROAD COMMISSION FOR O.C.	402-FS2 CONSTRUCTION (APPROACH & GRADING)	21-468	03/03/2021	2,636.33
2158	ROAD COMMISSION FOR O.C.	402-FS2 CONSTRUCTION (UTILITIES & WATER)	21-469	03/03/2021	2,000.00
Total FIRE CAPITAL EXPENDITURES:					162,475.58
Total FIRE CAPITAL FUND:					162,475.58
DOWNTOWN DEVELOPMENT AUTHORITY					
495-000-000-694-201 DDA EVENTS FUND					
1564	DUKES OF HIGHLAND RESTAURANT, THE	495-UNITY DOLLARS	05072021	05/07/2021	370.00
Total :					370.00
DDA EXPENDITURES					
495-290-000-727-000 DDA: OFFICE SUPPLIES					
1521	CHASE CARDMEMBER SERVICE	495-POSTAGE/FOLDING TABLE/WIPES/LAWN BAGS/WAT	4/09/21-5/08/21	05/09/2021	87.23
495-290-000-810-002 DDA: CONSULTANT CASSIE BLASCYK					
9249	BLASCYK, CASSIE R.	495-MONTHLY CONSULTATION FEE	404	05/01/2021	600.00
495-290-000-883-000 DDA: FARMERS' MARKET					
2680	KINGSETT LLC D/B/A SPINAL COLUMN	495-ADVERTISING	32998	04/21/2021	455.00
495-290-000-903-000 DDA: ADVERTISING/PRINTING					
1521	CHASE CARDMEMBER SERVICE	495-CONSTANT CONTACT	4/09/21-5/08/21	05/09/2021	45.00
495-290-000-920-000 DDA: RENT/ UTILITIES					
9090	NET EXPRESS VOIP	495-PHONE SERVICE DDA	429210423	04/23/2021	5.55
495-290-000-976-001 DDA: PROMOTIONS					
7021	LARSEN, BEVERLY	495-PAINTED ORNAMENTS FESTIVAL TREES	010	04/22/2021	75.00
495-290-000-976-003 DDA: DESIGN					
1521	CHASE CARDMEMBER SERVICE	495-MULCH/VOLUNTEER BREAKFAST	4/09/21-5/08/21	05/09/2021	474.99
Total DDA EXPENDITURES:					1,742.77
Total DOWNTOWN DEVELOPMENT AUTHORITY:					2,112.77

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
TAGGETT LAKE ASSOC.					
706-290-000-934-000 TAGGETT LAKE: DEDUCTIONS					
4087	STATE OF MICHIGAN	706-GEESE ROUND-UP-TAGGETT LAKE	03072021	03/07/2021	100.00
Total :					100.00
Total TAGGETT LAKE ASSOC.:					100.00
KELLOGG LAKE ASSOC.					
707-290-000-934-000 KELLOGG LAKE: DEDUCTIONS					
4087	STATE OF MICHIGAN	707-GEESE ROUND-UP-KELLOGG LAKE	03072021	03/07/2021	100.00
Total :					100.00
Total KELLOGG LAKE ASSOC.:					100.00
Grand Totals:					662,547.56

Total GENERAL FUND:	70,730.29
Total ROAD FUND:	351.00
Total FIRE FUND:	26,688.59
Total POLICE FUND:	236,636.88
Total POST-RETIREMENT BENEFITS:	2,805.10
Total REFUSE FUND:	87,353.89
Total CAPITAL IMPROVEMENT FUND:	73,193.46
Total FIRE CAPITAL FUND:	162,475.58
Total DOWNTOWN DEVELOPMENT AUTHORITY:	2,112.77
Total TAGGETT LAKE ASSOC.:	100.00
Total KELLOGG LAKE ASSOC.:	100.00
Grand Totals:	<u><u>662,547.56</u></u>

Payroll and Hand Checks May 12, 2021 List of Bills

GENERAL FUND

Payroll Taxes (FICA & FWT)	\$	17,991.88
General/Fire Payroll 4/30/2021	\$	55,931.07
Equitable - Deferred Comp.	\$	1,350.00
ICMA - Deferred Comp.	\$	1,414.58
Flexible Savings Account	\$	661.69
Garnishments	\$	645.97
Highland Firefighters Assn		
Highland Firefighters Union Dues-Full-Time		
Highland Firefighters Union Dues-Part-Time		
OPEB Monthly Transfer	\$	166.67
5/31/2021 DDA LOAN-Monthly	\$	3,771.83

Addition:

The following hand check was processed on 5/18/21 per Board approval of Fire Station Office/Training Room Furniture Bid Award at the May 3rd Board meeting. The invoice was submitted to Bookkeeping on 5/12/21.

1. Partnr Haus - Fund 402 for \$38,899.49

6. Announcements and Information Inquiry

- a) COVID-19 Vaccine Clinic at Highland Activity Center on May 27, 2021
- b) Township Offices will be closed on Monday, May 31, 2021 in observance of Memorial Day
- c) The following military ceremonies will be performed on Memorial Day:
 - 8:00 a.m. Highland Cemetery
 - 8:30 a.m. Veterans Memorial Park
 - 9:00 a.m. West Highland Cemetery



209 N. John St., Highland, Mi 48357

COVID-19 Vaccine Clinic

Open to the public

Walk Ins welcome

Save your spot:

248-887-1707 or 248-445-3215

May 27, 2021

9am to 3pm

**Oakland County Health Division COVID-19
Vaccine Clinic**

Online information at:

OaklandCountyVaccine.com,

Highlandtwp.net, or Facebook at

"Highland Activity Center"

7. Public Comment



Memorandum

To: Highland Township Board of Trustees

From: Rick A. Hamill

Date: May 19, 2021

Re: Western Oakland Transportation Authority – Conversion to a Public Transit Authority under Act 196 of 1986

This request is to approve the Western Oakland Transportation Authority – Conversion to a Public Transit Authority under Act 196 of 1986. The attached memo was prepared by the WOTA attorney for White Lake. I am providing it because it succinctly describes the request and I believe it would be helpful for our Board to review it.

Consider the motion to approve Resolution 21-11 to Approve Amendment of the Interlocal Agreement Regarding the Western Oakland Transportation Authority for Formation of an Act 196 Authority and to Adopt Articles of Incorporation.



MEMO

TO: WHITE LAKE TOWNSHIP BOARD
FROM: Mark T. Koerner
DATE: May 14, 2021
RE: Western Oakland Transportation Authority - Conversion to a Public Transit Authority under Act 196 of 1986

You are currently parties to an interlocal agreement creating the Western Oakland Transportation Authority (“WOTA”) pursuant to the Urban Cooperation Act of 1967, MCL 124.501 *et seq.* Currently, WOTA is funded primarily by contributions from White Lake Township and the three other governmental members of WOTA, Highland Township, Waterford Township and the City of Walled lake.

The Federal Transit Administration provides various grants for the funding of transportation. Those grants include Enhanced Mobility of Seniors & Individuals with Disabilities – Section 5310 funds, Formula Grants for Rural Areas program - Section 5311 funds, the Grants for Buses and Bus Facilities Formula program – 5339 and various other funds specifically designed to assist with the provision of public transportation. Those funds are provided to the Michigan Department of Transportation who in turn distributes them to eligible subrecipients.

Currently, WOTA, as an authority under the Urban Cooperation Act of 1967, is not an eligible subrecipient of MDOT and is therefore not able to obtain any of those grants. (WOTA does currently receive some 5339 funds from SMART, as SMART is a subrecipient of MDOT). In order to be an eligible subrecipient of MDOT, WOTA needs to be converted into a Public Transit Authority Under Act 196 of 1986, MCL 123.451 *et seq.* (“Act 196”).

As a result, we were asked to provide information regarding WOTA and the formation of an Act 196 Authority.

An authority created under the urban cooperation act can form an Act 196 Authority may form an Act 196 authority by amendment of its interlocal agreement and by adoption of articles of incorporation by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement. Therefore, an Act 196 authority may be formed if your board, and the other governing boards of WOTA vote to form such an authority and adopt Articles of Incorporation for that Authority. To that end, I have drafted an Amended Interlocal Agreement for Formation of An Act 196 Authority to Provide Public Transportation Services and the Articles of Incorporation of the Western Oakland Transportation Authority.

The new 196 Authority will still be a separate legal entity with the ability to sue and be sued, which will continue to insulate each governing member from liability. One of the key differences between an authority under the Urban Cooperation Act and an Act 196 Authority is that, an Act 196 Authority has the power to levy an ad valorem tax, up to 5 mills if approved by the electors in the area served by the Authority. In this case, we limited the authority of the WOTA to levy an

ad valorem tax by prohibiting it unless approved by each governing body making up its board. The authorities under the Urban Cooperation Act and Act 196 also differ in the method by which public entities may withdraw. We have incorporated that difference into the Amended Interlocal Agreement as well.

If you determine to move forward with an Act 196 authority, very little of what was contained in the original Interlocal Agreement has been changed in the Amended Interlocal Agreement other than those changes identified above.

I would be happy to answer any questions anyone may have.

Mark T. Koerner

MTK

35391:00001:5483862-1



RESOLUTION 21-11 TO APPROVE AMENDMENT OF THE INTERLOCAL AGREEMENT REGARDING THE WESTERN OAKLAND TRANSPORTATION AUTHORITY FOR FORMATION OF AN ACT 196 AUTHORITY AND TO ADOPT ARTICLES OF INCORPORATION

At a special meeting of the Township Board of the Charter Township of Highland, Oakland County, Michigan, held via zoom on the 24th day of May, 2021, at 6:30 p.m.

Present:

Absent:

The following preamble and resolution were offered by _____ and seconded by _____.

WHEREAS the Township appreciates and recognizes the many benefits of having established local transportation service for qualified users in Highland Township; and

WHEREAS, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 et seq.; and

WHEREAS, the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 et seq. ("Act 196) provides that an authority created under the Urban Cooperation Act may form an Act 196 authority by amendment of its interlocal agreement and by adoption of articles of incorporation by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement: and

WHEREAS, the Township is a party to the interlocal agreement and decided it is in the best interest of the Township to form a new and successor Authority under Act 196 named the Western Oakland Transportation Authority ("WOTA" and "Authority").

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Board of Trustees of the Charter Township of Highland hereby resolves to approve the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Public Transportation Services attached as Exhibit A.

2. The Board of Trustees of the Charter Township of Highland further resolves to authorize the Township Supervisor to execute the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Public Transportation Services attached as Exhibit A.
3. The Board of Trustees of the Charter Township of Highland further resolves to adopt the Articles of Incorporation for the Western Oakland Transportation Authority attached as Exhibit B.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

A vote on the foregoing resolution was taken and was as follows:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED

Rick A. Hamill, Supervisor

Tami Flowers, MiPMC Clerk

I hereby certify that the above is a true and a complete copy of the resolution, the original of which is on file in my office, by the Charter Township of Highland Board of Trustees of the County of Oakland, State of Michigan on the 24th day of May, 2021.

Tami Flowers, MiPMC Clerk

EXHIBIT A

**AMENDED
INTERLOCAL AGREEMENT
FOR THE FORMATION OF AN ACT 196 AUTHORITY
TO PROVIDE TRANSPORTATION SERVICES**

BY AND AMONG:

The Charter Township of Highland

The Charter Township of White Lake

The Charter Township of Waterford

The City of Walled Lake

**REGARDING THE INDEPENDENT LEGAL ENTITY
KNOWN AS**

**WESTERN OAKLAND TRANSPORTATION AUTHORITY
(A Michigan Public Body Corporation)**

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Recitals

WHEREAS, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

WHEREAS, the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.* (“Act 196) provides that an authority created under the Urban Cooperation Act may form an Act 196 authority by amendment of its interlocal agreement by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement; and

WHEREAS, each public agency that is a party herein intends to amend the interlocal agreement to form a new and successor Authority under Act 196 named the Western Oakland Transportation Authority (“WOTA” and “Authority”); and

WHEREAS, each public agency that is a party herein agrees that WOTA will administer and carry-out the joint powers, duties, functions and responsibilities possessed by the public agencies as necessary to achieve intergovernmental cooperation as set forth herein; and

WHEREAS, the goals and objectives herein specifically include providing and managing safe transportation to seniors and disabled persons.

NOW, THEREFORE, the public agencies, as set forth herein, do hereby agree to the following terms and conditions with consideration acknowledged and accepted:

ARTICLE I
PURPOSE

To provide defined and beneficial transportation services to Eligible Persons in the Service Area.

ARTICLE II
DEFINITIONS

A. “Act” shall mean the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.*

- B. "Agreement" shall mean this Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services.
- C. "WOTA Board" shall mean the Board of WOTA as created and authorized herein.
- D. "Eligible Persons" shall mean a resident of any Party herein that is 55 or older or 18 or older with a disability. This shall include one (1) personal care attendant companion if required to assist with a disability, and/or a Service Animal.

Based on the SMART Millage the City of Walled Lake is obligated for three years (Jan. 1, 2019-Dec. 31, 2021), to provide Transportation services to everyone age 18 and older, regardless of disability, income, etc. who resides within the City of Walled Lake.

- E. "Fiscal Year" shall mean the calendar year being January 1 to December 31.
- F. "OMA" shall mean the State of Michigan Open Meetings Act.
- G. "Party" or "Parties" shall mean a public agency or public agencies that have executed this Agreement and have not withdrawn from this Agreement.
- H. "Public Agency" or "Public Agencies" shall mean the Charter Township of Highland, the Charter Township of White Lake, the Charter Township of Waterford, and the City of Walled Lake.
- I. "Service Animal" shall mean a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.
- J. "Service Area" shall mean the combined physical territory of the Parties to this Agreement and other areas as designated from time to time by the WOTA Board.
- K. "State" shall mean the State of Michigan.

- L. "Transportation Services" shall mean all forms of transportation governed by this Agreement for Eligible Persons as defined herein established and authorized under this Agreement.
- M. "WOTA" shall mean the Western Oakland Transportation Authority, a separate legal entity created under the Act and this Agreement.
- N. "Pilot Program" shall refer to the first two (2) fiscal years of the establishment of WOTA.

ARTICLE III
CREATION OF WESTERN OAKLAND TRANSPORTATION
AUTHORITY ("WOTA")

- A. WOTA is created and established as a separate legal entity as authorized by the Act at MCL 124.453(3) and (4) for purposes of administering and exercising the powers set forth in this Agreement. WOTA shall be a public body corporate and authority having all powers granted herein and under the Act.
- B. The principal offices of WOTA shall be at 205 W. Livingston Road, Highland, Michigan 48357, and may be changed in the future by a decision of the WOTA Board provided the cost of implementing the change is provided for in WOTA's then approved budget.
- C. All property owned by WOTA is owned by WOTA, as a separate legal entity, and no other entity shall have any ownership interest in WOTA property.
- D. The Parties intend that the activities of WOTA will be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under the applicable federal and state tax laws.
- E. WOTA shall comply with all applicable federal and State laws, rules, and regulations.
- F. The Parties agree that no Party shall be legally responsible for the acts of WOTA, any other Party, or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the

implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate, in any way, any other Party under this Agreement.

- G. Except as expressly provided in this Agreement, the Agreement does not create in any person or entity, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.
- H. As a public body created under the Act, WOTA may not be operated for profit. No part of any earnings of the WOTA may inure to the benefit of any person or entity other than the Parties.

ARTICLE IV
WOTA BOARD COMPOSITION

- A. The governing body of WOTA shall be the "WOTA Board".
- B. The membership of the WOTA Board shall be established as follows:
 - 1. Charter Township of Highland (1 member)
Charter Township of White Lake (1 member)
Charter Township of Waterford (1 member)
City of Walled Lake (1 member)
(Hereinafter "Public Agency Members")
 - 2. The Public Agency Members of the WOTA Board shall be appointed by the respective underlying legislative body of each of the Public Agencies for four (4) year terms. Each Public Agency Member shall serve at the pleasure of and may be removed by the appointing

legislative body in its sole discretion. The Public Agency Members shall also appoint at least one (1) Alternate Public Agency Member to serve as voting Public Agency Members at any time the primary Public Agency Member is absent or when a vacancy exists in their seat on the WOTA Board.

3. In the event of a vacancy in one of the seats allocated to a Public Agency Member on the WOTA Board, the legislative body of that Public Agency shall fill the vacancy for the unexpired term.
 4. Once the Public Agency Members have been appointed, the Public Agency Members may take action to appoint up to two (2) additional voting members of the WOTA Board (“Non-Governmental Members”). Each Non-Governmental Member shall serve for a term of one (1) year which may be renewed at the sole discretion of the Public Agency Members. Any action under this provision shall require a unanimous vote by the Public Agency Members of the WOTA Board.
 5. The Public Agency Members and the Non-Governmental Members shall together compose the entire WOTA Board.
 6. The WOTA Board may appoint, by a unanimous decision, any number of non-voting Advisory Members at its discretion.
- C. Within 30 days of the effective date of this Agreement, each Public Agency shall appoint its Primary and Alternate Members on the WOTA Board.

ARTICLE V **WOTA OFFICERS**

- A. At the first meeting of the WOTA Board, and thereafter no later than the first meeting in each odd numbered year, the WOTA Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer from the appointed Public Agency members of the WOTA Board. These officers shall serve until their respective successors shall be selected. Each officer shall have the powers and duties specified in this Article and elsewhere in this Agreement.

- B. The Chairperson of the WOTA Board shall be the presiding officer for WOTA Board meetings and shall sign contracts and other documents on behalf of WOTA if required by this Agreement or the WOTA Board. Except as otherwise provided, he or she shall not have any executive or administrative functions other than as a member of the WOTA Board.
- C. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson.
- D. The Secretary shall keep or cause to be kept the non-financial written records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The records shall include minutes of the proceedings of all meetings of the WOTA Board, with the time and place, whether regular or special, and if special, how authorized, the notice given, the names of those present, the actions taken, and the votes on those actions by the Members. With the assistance of the Director, the Secretary shall prepare draft minutes of each meeting and present those to the WOTA Board for approval at its next meeting.

The Secretary shall give or cause to be given notice of all meetings of the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board. The Secretary shall perform the duties of the Chairperson in the absence or disability of both the Chairperson and the Vice-Chairperson.

- E. The Treasurer shall keep or cause to be kept all financial records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The Treasurer shall make regular reports to the WOTA Board for each regular meeting and at other times as directed by the WOTA Board of the receipt and disbursement of all funds and the financial status of WOTA and make the books and records of WOTA available for audits directed and authorized by the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board.
- F. In the case of temporary absence or disability of any officer, the WOTA Board may appoint another WOTA Board member to act in his or her

stead. An officer may be removed from the officer position for one or more specified reasons by a two-thirds vote of the WOTA Board. Any action to remove any officer does not prohibit that person from remaining as the Public Agency member representative to the WOTA Board. Any removal from office under this provision shall be for good cause which shall include, but not be limited to, missing three (3) consecutive meetings without a vote to excuse.

ARTICLE VI **WOTA BOARD MEETINGS**

- A. Regular meetings of the WOTA Board shall be posted in accordance with the OMA at MCL 15.265. The meetings shall be held at such time and place as shall be prescribed by resolution of the WOTA Board.
- B. The WOTA Board shall meet for its regular meetings monthly during the first two fiscal years and shall establish its regular meeting schedule for those and all subsequent years as provided in the OMA. The WOTA Board shall meet in 2019 as often as necessary to approving the documents required by this Agreement.
- C. Special meetings of the WOTA Board may be called by the Chairperson or any two (2) Public Agency Members by providing 24 hour advanced written notice of the time, place and purpose to each member of the WOTA Board. Notice may be by Email or hand delivery only. Notice of any special meeting shall also be published as required by the OMA.
- D. Voting by the WOTA Board shall be weighted and calculated as follows:
- Township Public Agency Members – 2 vote weight
 - City Public Agency Members – 1 vote weight
 - Village Public Agency Members – 1 vote weight
 - Any appointed Non-Governmental member – 1 vote weight

At least a majority of the votes on the WOTA Board must be represented by members of the WOTA Board in actual attendance at a meeting for a quorum to conduct business.

- E. The WOTA Board shall act by a verbal motion or a written resolution. Unless otherwise specified in this Agreement, for the passage of any motion or resolution including the execution of any contract, a majority of the votes on the WOTA Board is required for a motion or resolution to pass.
- F. The WOTA Board shall approve the minutes of each meeting at its next meeting, which shall then be signed by the Secretary. All votes concerning financial matters and resolutions of the WOTA Board shall be conducted by roll call vote. All other votes shall be “yeas” and “nays” except that where the vote is unanimous, it shall only be necessary to so state.

ARTICLE VII
WOTA BOARD POWERS

The WOTA Board shall have the following specific powers:

- A. The WOTA Board shall have such powers, responsibilities, duties and limitations as specified in the Act and this Agreement, which shall be exercised as provided in WOTA’s Articles of Incorporation and Bylaws to be approved by the WOTA Board to govern the procedures and affairs of the Transportation Services which are not in conflict with the terms of this Agreement and subject to any applicable laws, regulations and/or grant restrictions. The Articles of Incorporation and Bylaws for WOTA must be approved by the WOTA Board before WOTA provides any Transportation Services.
- B. The WOTA Board shall hire a Director to manage the day-to-day affairs of WOTA on behalf of the WOTA Board, and who shall have such duties and responsibilities as designated in writing by the WOTA Board before WOTA provides any Transportation Services. The WOTA Board shall hire or contract or authorize the Director to hire or contract for the personnel necessary to provide the Transportation Services in compliance with the approved budget, which may be employees of a Party that are transferred to WOTA by that Party.
- C. By July 1 of each fiscal year, the WOTA Board shall prepare, approve

and submit to the Parties for approval an annual budget addressing and covering the proposed expenditures to be made for operating the Transportation Services and the allocation of each Party's funds to meet that budget for the next fiscal year. The annual budget for 2020 attached to this Agreement is approved by the Parties and shall be the WOTA budget for 2020 unless the WOTA Board proposes and the Parties approve an amended budget.

- D. WOTA shall obtain and cause to be completed an annual audit of the financial statements of WOTA which shall be approved by the WOTA Board and distributed to the Parties.
- E. The Budget shall contain an allocation for petty cash and minor expenditures above all other contemplated expenditures. The Treasurer, Chairperson, or Vice-Chairperson shall have the authority to authorize all minor expenditures with a dollar limit on all such expenditures as set by the WOTA Board. Such expenditures shall either be done on WOTA credit or will be reimbursed to the payer upon providing a receipt or bill for the item or service. All bills shall be itemized and approved by the WOTA Board at a meeting.
- F. In extraordinary circumstances or emergency situations, the WOTA Board shall have the ability to apply to the Parties for additional monies to be contributed to the WOTA Transportation Fund as defined herein. Such an application does not obligate any Party to contribute the requested additional monies.
- G. The WOTA Board is without authority or power to commit any Party to any Transportation Services or other obligations which would result in a debt or other financial responsibility beyond that provided for in the approved WOTA budget without the authorization of that Party approved by its legislative body.
- H. The WOTA Board shall have the right to establish rules, procedures and regulations for the use of any service provided by this Agreement, provided, however, that if the service is located exclusively within the jurisdiction of one of the Parties, then such rules and regulations shall not become effective unless approved by the legislative body of that Party. The WOTA Board shall have all such other powers as will be

necessary to accomplish the duties contained within this Agreement and to conduct the business of the Transportation Services and shall approve Transportation Services Operations Rules and Regulations before WOTA provides any Transportation Services.

- I. Services provided on a contractual basis to any non-Party Public Agency shall be governed by mutually agreed upon terms and charges in a written contract approved by the WOTA Board.
- J. The WOTA Board shall have the responsibility to manage all Transportation Funds including the investment of funds not needed for immediate use in accordance and compliance with an Investment Policy, approved by the WOTA Board before WOTA provides any Transportation Services.
- K. An audit shall be conducted annually and to the extent possible, legal, and economical, may be done in conjunction with audits of the Parties.

ARTICLE VIII
TRANSPORTATION FUND

- A. Contributions to the WOTA Transportation Fund shall be made by the Parties or as otherwise allowed herein.
 - 1. The Charter Township of Highland, Charter Township of White Lake and Charter Township of Waterford hereby agree to contribute to the WOTA Transportation Fund (“Fund”) an initial amount up to one hundred and eighty five thousand 00/100 (\$185,000.00) dollars a year (“Initial Annual Contribution”) for each of the first two Pilot Program Fiscal Years, with the exact amount of Initial Contribution being determined by the WOTA Board. The City of Walled Lake hereby agrees to contribute an initial amount of One Hundred Thirty-Three Thousand Four Hundred Twenty-Eight (\$133,428.00) for Fiscal Year 2021. The first Initial Annual Contribution shall be due on or before January 2, 2020. The Parties are not are precluded from voluntarily contributing more than the Initial Contribution. Additional Transportation Funds may be allocated from but not limited to the following sources as determined by the legislative body of each Party:

- a. Community Development Block Grant (“CDBG”) funds as designated by a Public Agency to provide transportation services to eligible persons.
 - b. SMART Municipal and SMART Specialized Services Credit Funds.
 - c. Other available grant funds that provide transportation services to Eligible Persons.
 - d. General fund monies from each Party in an amount approved by its legislative body to provide transportation services to eligible persons.
 - e. Millage Revenue dedicated to WOTA received from local millage elections.
 - f. Transportation funds collected as part of Senior Center or other Millages.
 - g. Gifts, grants, assistance funds and bequests.
2. After the first two Pilot Program Fiscal Years, the formula for determining the funding contribution from each Party shall be based fifty (50%) percent on population per the most recent SEMCOG figures and fifty (50%) percent on ridership of residents of those Parties for the last fiscal year. The initial contribution to establish WOTA and to fund the first year of operation is set forth in the attached 2020 budget. The WOTA operating budget for the next fiscal year that begins January 1, 2022, shall then be allocated based on these two percentages.
 3. WOTA may proceed to obtain and use state, federal and private grants and other lawful donations, gifts or bequests available to it as well as monies received from contracts for transportation services if the grant and other donations or contracts or limitations or restrictions thereon do not conflict with the other provisions of this Agreement or the constitutional or statutory limitation of any Party.

- B. The Transportation Fund shall be managed by the WOTA Board. The annual sources and amounts of Contributions to the Transportation Fund and required funding amounts shall be analyzed and reported in writing to each Party by the WOTA Board by July 1st of odd numbered years.
- C. The monies contributed to the Transportation Fund shall be used to pay for maintenance, insurance, fuel, wages, purchase of additional transportation vehicles, dispatching costs, and other operating, administrative, and general costs of the Transportation Service and WOTA Board in compliance with the approved WOTA budget.
- D. The monies contributed to the Transportation Fund shall be deposited and held in financial institution(s) or instruments as provided in an Investment Policy approved by the WOTA Board before WOTA provides any Transportation Services. If not dictated by the Investment Policy, monies may be deposited in institutions or instruments of the Treasurer's choosing subject to WOTA Board prior approval. All withdrawals from the Transportation Fund will require the signatures of two (2) officers of the WOTA Board, one of whom shall be the Chairperson or Vice-Chairperson.
- E. WOTA shall not levy any type of tax under the Act without unanimous agreement of the parties. Nothing contained in this Agreement restricts or prevents a Party from levying taxes in its own jurisdiction or assigning the revenue from taxes to WOTA if allowed by law.
- F. Each Party's funding contribution is due annually to WOTA by January 2 of the fiscal year the contribution is for.

ARTICLE IX
VEHICLES

- A. For all vehicles used to provide Transportation Services, WOTA will establish and maintain all applicable insurance costs including liability associated with injuries to persons or property which could result from the use of each vehicle in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and/or as required by the terms of any grant program.

- B. When the WOTA Board determines that a vehicle may no longer be properly used for Transportation Services under this Agreement, the vehicle shall be disposed of according to the appropriate rules and/or regulations that are applied by the funding source(s) for the vehicle, if any.
- C. Vehicles shall be used consistent with any rules or restrictions of the program(s) that provided funding for the vehicle.
- D. WOTA shall charge fees for the Transportation Services as determined by the WOTA Board.
- E. Upon the Effective Date of this Agreement as provided in Article XIV, each Public Agency that has executed this Agreement shall take all actions as necessary to assign existing designated public transportation vehicles to WOTA.

ARTICLE X
TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF
GOVERNMENTS

- A. The initial term of this Agreement shall begin on the Effective Date in Article XIV and end on December 31, 2021 (“Initial Term”). A Party intending to exit WOTA after the Initial Term shall provide at least sixty (60) days written notice prior to end of the Initial Term pursuant to Article XII of this Agreement.
- B. After the Initial Term, the term of this Agreement shall be a four (4) year period. A party may withdraw from the Authority pursuant to Act 196.
- C. Each Party’s funding is due annually to WOTA by January 2 of the fiscal year the funding is for.
- D. If one of the Parties withdraws from WOTA, the WOTA Board shall take that into account in its proposed budget for the next fiscal year under Article VII.C, and the withdrawing Party shall have no further membership or voting rights on the WOTA Board after the effective date

of the withdrawal, which shall be the date of the Notice unless otherwise stated.

- E. The residents of a Public Agency that has withdrawn from WOTA shall no longer be eligible to receive Transportation Services from WOTA. However, residents of that Public Agency who are clients of an organization that contractually receives and pays for services from WOTA shall be eligible to receive Transportation Services if that funding remains in place following the Public Agency withdrawal.
- F. Any vehicle assigned to WOTA by a withdrawing Public Agency shall be returned to that Public Agency in its then current condition or, if required, managed in accordance with any applicable law or grant.

ARTICLE XI
DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS

- A. If due to withdrawals from WOTA or other reason or reasons, the WOTA Board determines that WOTA should stop providing or attempting to provide the Transportation Services contemplated by this Agreement and be dissolved, the WOTA Board shall give at least 90 days written notice to the Parties and to all funding agencies of the intention to dissolve and of the date, time, and location of a WOTA Board meeting at which a decision to dissolve may be made.
- B. If WOTA is dissolved, the transportation vehicles of WOTA shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution shall be as follows:
 - 1. Any vehicles obtained through a grant of any type shall be returned to the granting organization or as otherwise required by the grant itself. Other WOTA vehicles shall be returned to the applicable Public Agency or, if required, managed properly under any applicable law or grant.
 - 2. The remaining vehicles, if any, shall be allocated to the remaining Parties in the same proportion as the most recent funding allocation. If

the proportioning results in partial vehicles, the remaining Parties may agree on how to allocate those vehicles or may agree to sell those vehicles and apportion the funds accordingly.

- C. If WOTA is dissolved, the remaining funds shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution of surplus funds shall be used to pay all employees the monies due to them as well as any outstanding debts. The remaining funds, if any, shall be returned to the Parties in the same proportion as the most recent funding allocation.

ARTICLE XII
MISCELLANEOUS PROVISIONS

- A. Except as otherwise provided by this Agreement, all notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the following:

Supervisor
Charter Township of Highland
205 N. John Street
Highland, MI 48357

Manager
City of Walled Lake
1499 E. W. Maple
Walled Lake, MI 48390

Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Director
West Oakland Transportation Authority
205 W. Livingston Road
Highland, MI 48357

Supervisor
Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48329

or such other address as any party shall designate by written notice.

- B. If one of the Parties has an issue or complaint that has not been or cannot be resolved through the administrative channels, that Party may bring that issue or complaint before the WOTA Board for resolution. The WOTA Board shall work with the Party and other Parties as necessary to

develop an appropriate resolution process, such as a corrective action plan, with acceptable and mutually agreeable timeframes to accomplish said correction action.

- C. The omission of the performance or failure to render any services contemplated by this Agreement because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy enactment, rule or act of government or governmental instrument or instrumentality (whether Federal or State), failure of equipment of facilities not due to inadequate maintenance shall not constitute a breach of this Agreement or failure of performance by the Parties or WOTA.
- D. If any term or provision of the Agreement shall, to any extent, be held invalid or unenforceable by a Court of competent jurisdiction it shall be severable, and the remaining terms of this Agreement shall not be affected and shall be fully enforceable.
- E. Nothing in this Agreement creates or shall be construed to create any employment relation for any person.
- F. This Agreement and all obligations upon the parties arising there from shall be subject to all budget laws and other state and local laws and regulations.
- G. Upon and after its effective date, this Agreement shall supersede all prior agreements of any kind between the Parties on the same subject.
- H. This Agreement may be modified only by resolution adopted by the governing body of each Party. Such amendments shall take effect immediately after adoption by all Parties.
- I. The Parties hereby agree that this written Agreement constitutes the complete Agreement.
- J. The Parties and WOTA shall endeavor to keep themselves fully informed of all existing and future Federal, State and local laws, ordinances and regulations that may in any manner affect the fulfillment of this Agreement and to keep each other fully informed on these

matters.

- K. Neither the Parties nor WOTA shall assign any rights or responsibilities under this Agreement without first obtaining the written consent of all Parties.
- L. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity otherwise provided under the Act or by law.
- M. WOTA shall be subject to the Freedom of Information Act at MCL 15.231, et. seq.

ARTICLE XIII

ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC AGENCIES

- A. This Agreement may be modified at any time to permit any city, village, township or charter township to become a member of WOTA if such modification is adopted by resolution of the governing body of each such municipality proposing to become a member, and if such modification is adopted by resolution of the governing body of each Public Agency.
- B. If a municipality becomes a voting member of the WOTA Board, that municipality shall be obligated to pay for its proportionate share of the WOTA Transportation Fund to include the costs of service expansion to that municipality. The joining municipality's proportionate share may also be partially made in WOTA-designated improvements to the Transportation Services as a whole.
- C. Nothing in this Agreement prevents WOTA from entering into a contract with any city, village or township to provide Transportation Services. Any such contract shall require approval by the WOTA Board.

ARTICLE XIV
EFFECTIVE DATE

This Agreement shall become effective upon the signing of this Agreement by the designated representative of each of the Parties below and filing with the Michigan Secretary of State, the Oakland County Clerk and State Department of Transportation.

CHARTER TOWNSHIP OF HIGHLAND

By _____
Rick Hamill, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WHITE LAKE

By _____
Rik Kowall, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WATERFORD

By _____
Gary D. Wall, Township Supervisor

_____ Date

CITY OF WALLED LAKE

By _____
L. Dennis Whitt, City Manager

_____ Date

Attachment - WOTA PROPOSED BUDGET - 2021 ALL (2 Pages dated_____)

EXHIBIT B

**ARTICLES OF INCORPORATION OF THE
WESTERN OAKLAND TRANSPORTATION AUTHORITY**

Pursuant to the provisions of the Public Transportation Authority Act, Act 196 of 1986, (“Act 196”) as amended the corporation executes the following articles:

ARTICLE I

The name of the corporation is the Western Oakland Transportation Authority (hereinafter the “Authority”).

ARTICLE II

The incorporating subdivision of the Authority is the Western Oakland Transportation Authority, an authority created under an interlocal agreement pursuant to the Urban Cooperation Act of 1967, Act 7 of 1967. The authority created under these Articles of Incorporation is a new and successor authority pursuant to the Public Transportation Act, Act 196 of 1986, as amended.

ARTICLE III

The members of the Authority shall be the public agencies for which it is formed or which hereafter join. This Authority shall be formed initially for the following public agencies:

The Charter Township of Highland;
The Charter Township of White Lake;
The Charter Township of Waterford; and
The City of Walled Lake, (the “Public Agencies”).

ARTICLE IV

The purposes for which the Authority is created are:

1. To, pursuant to Act 196, plan, promote, purchase, acquire, establish, own, lease operate or cause to be operated, maintained, improved, enlarged, or modernized, public transportation facilities and system within and outside the limits of the Authority.
2. To do all things reasonably necessary, proper, or convenient for the accomplishment of any of the above.

ARTICLE V

The Authority is hereby empowered to do anything authorized or permitted by Act 196, expressly or by implication, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement of furtherance of the purposes

EXHIBIT B

above-stated, and shall be operated pursuant to these Articles of Incorporation and the Amended Interlocal Agreement to Create an Act 196 Authority to Provide Public Transportation Services.

Notwithstanding the authorizing provision of Act 196, the Authority is not authorized to levy any type of tax, including ad valorem tax, or special assessment within the Authority boundary without unanimous approval from the Public Agencies. This limitation shall not limit the Authority from receiving service charges, fees, or fares from users of the services, funds disbursed by the state, other income or revenue, grants, loans, appropriations or contributions from the federal government, the State of Michigan and other governmental units or other public or private sources.

ARTICLE VI

The Authority shall be directed and governed by a four (4) member Board of Directors, hereafter referred to as the WOTA Board. Each of the Public Agencies shall appoint one (1) member of the WOTA Board for four (4) year terms. Each member of the WOTA Board shall serve at the pleasure of and may be removed by the appointing public agency at the public agencies sole discretion. The Public Agencies shall also appoint at least one (1) alternate member to serve as a voting member at any time the primary member is absent or when a vacancy exists in their seat on the WOTA Board. The WOTA Board shall have the powers set forth in the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services.

WOTA Officers shall be selected and have the powers set forth in the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services.

ARTICLE VI

The address of the initial registered office and the mailing address of the Authority is 205 W. Livingston Road, Highland, Michigan 48357.

ARTICLE VII

The authority is to be financed through contributions of the Public Agencies as set forth in the Amended Interlocal Agreement for the Formation of an Action 196 Authority to Provide Transportation Services, Community Development Block Grant (“CDBG”) funds as designated by a public agency to provide transportation services to eligible persons, SMART Municipal Specialized Services Credit Funds, grants of money or property from federal or state governments, other revenues from federal or state governments, fees from riders, fees from contract users, financial contributions from federal, state, county, city or township governments, taxes authorized by the voters, and other miscellaneous sources.

EXHIBIT B

ARTICLE VII

These Articles of Incorporation may be amended upon written resolution adopted by not less than a 2/3 vote of the WOTA Board.

ARTICLE VIII

Public Agencies may withdraw from the Authority pursuant to the provisions of Act 196, MCL 124.458.

ARTICLE IX

These Articles of Incorporation shall become effective upon the filing of these articles, by the WOTA Executive Director, with the secretary of state, the clerk of Oakland County, and the director of the state transportation department

Highland Township

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the Highland Township Board of Trustees at a meeting duly held on the ____ day of _____, 2021.

White Lake Township

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the White Lake Township Board of Trustees at a meeting duly held on the ____ day of _____, 2021.

Waterford Township

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the Waterford Township Board of Trustees at a meeting duly held on the ____ day of _____, 2021.

City of Walled Lake

I hereby certify that the foregoing Articles of Incorporation were adopted by an affirmative vote of a majority of the City Council of the City of Walled Lake at a meeting duly held on the ____ day of _____, 2021.

Kim, Viener, Executive Director

Dated: _____, 2021

9. Adjourn

Time: _____