



Regular City Council Meeting
7:00 p.m., Monday, Dec. 19, 2022
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF ITEMS ON CONSENT AGENDA
 - A. Accept City of Farmington Board and Commission Minutes
 - B. City of Farmington Minutes
 - C. Farmington Monthly Payments Report
 - D. Farmington Public Safety Monthly Report
 - E. Board and Commission reappointments
 - F. Calendar Dates for the 2023 Farmers Market Season
 - G. Emergency Operations Support Plan
 - H. Consideration of approval of closing documents for purchase of First Church of Christ Scientist, 33825 Grand River Avenue, and approval of Budget Amendment #1
4. APPROVAL OF REGULAR AGENDA
5. PUBLIC COMMENT
6. PRESENTATIONS AND PUBLIC HEARINGS
 - A. Ratify City Manager's appointment of Bob Houhanisin as Public Safety Director in accordance with Article 4.8c of the City Charter
 - B. Public Safety Deputy Director Bob Houhanisin sworn in as the new Public Safety Director
7. NEW BUSINESS
 - A. Consideration to enter into agreements with Advanced Redevelopment Solutions with Maxfield Training Center Building redevelopment
 - B. Warner Home exterior repairs
 - C. Construction Estimate No. 5 for the Oakland Street Reconstruction-water main replacement
 - D. Downtown Development Authority calendar of community events
 - E. Superior Ambulance Incident Report
 - F. Consideration to Amend Fiscal Year 2022-23 Budget
 - G. Engage OHM to conduct a condition assessment study
8. PUBLIC COMMENT
9. CITY COUNCIL COMMENTS

10. ADJOURNMENT

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Staff Report	Council Meeting Date: December 19, 2022	Item Number 3A
Submitted by: Melissa Andrade, Assistant to the City Manager		
<u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions		
<p> CIA: October 2022 DDA: November 2022 Historical: December meeting canceled Parking: No December meeting Pathways: September 2022 Planning: November 2022 ZBA: December meeting canceled Library: No minutes posted since March 2022 Commission on Aging: September 2022 Farmington/Farmington Hills Arts Commission: November meeting canceled Commission on Children, Youth and Families: November minutes not yet posted Emergency Preparedness Committee: November meeting canceled </p>		

**CITY OF FARMINGTON
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY
MINUTES
November 10, 2022**

CALL TO ORDER

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:08 a.m. by Vice Chairman Carron.

Members Present: Acceturra, Carron, Graham, O'Dell, Thomas
Members Absent: Bowman, King
Staff: Christiansen, Brzozowski

APPROVAL OF AGENDA

Motion by Graham, supported by Thomas to approve the agenda. Motion approved unanimously.

APPROVAL OF MINUTES

Motion by Acceturra, supported by Thomas to approve the October 20, 2022 minutes. Motion approved unanimously.

DISCUSSION OF CODE ENFORCEMENT ISSUES/ITEMS

Director Christiansen reviewed this item with the Board. New City of Farmington Code Enforcement Officer/Rental Housing Inspector Patrick Brzozowski discussed the City's current code enforcement efforts within the Grand River Corridor with the Board, including review of individual properties. The Board discussed and commented on the current code enforcement issues, asked questions, and discussed next steps, including following up on specific properties and code enforcement issues within the Corridor.

PUBLIC COMMENT

None.

BOARD COMMENT

None.

ADJOURNMENT AT 9:05 am



8:00AM Wednesday, Nov 2, 2022
City Hall Conference Room
23600 Liberty Street
Farmington, MI 48335

MINUTES

The meeting was called to order by Todd Craft at 8:02pm.

1. Roll Call

Present: Chris Halas, Linda Deskins, Tom Pascaris, Tom Buck, Todd Craft, Sara Bowman (8:04), Claire Perkins (8:04), Don Singleton (8:10)

Absent: Miguel Williams

Others Present: Ryan Kavanaugh (Heights Brewing), Jess Westendorf, Kate Knight

2. Approval of Items on Consent Agenda

a. Minutes: October 5, 2022 Regular Meeting

b. Minutes: September 27, 2022 DDA Design Committee

c. Minutes: September 9, 2022 DDA Business Development Committee

Motion by Halas, Second by Pascaris to approve the items on the consent agenda.

3. Approval of Regular Agenda

Motion by Pascaris, Second by Buck to approve the items on the regular agenda.

4. Public Comment

Opened and closed by Craft at 8:03am.

5. Quarterly Financial Report

Overview by Knight.

6. Executive Director Update

Visit from Governor Whitmer along with County Commissioner William Miller. Worked with constituency advocate team, advocated for transfer of the liquor license at Cheese Lady to achieve prompt resolution on process delay.

County Executive Dave Coulter planning in Downtown Farmington for Small Business Saturday, Shop Local November, tentatively November 21.

Streetscape Update- National concrete shortage. Due to MDOT federal grant regulation must be poured in large batches; we are competing with other larger MDOT projects. Median trees, sidewalk and pavers on east side mid-November. By Thanksgiving it should be open, but west side sidewalks may not be complete until Spring.

On to Small Business Saturday, Ladies Night Out, Yiftee gift cards, kicking off fourth quarter shopping season with strong retailing report, detailed in Crain's Detroit.

7. Consideration to Approve Façade Improvement Grant to Heights Brewing

\$199K overall cost for façade improvement. Requesting for full \$20K.

Board discussed design details and eligibility.

Motion by Buck, second by Donovan, that the DDA Board move to approve the façade incentive application 01-22, received from Ryan Kavanaugh, for the property located at 23621 Farmington Rd, in the amount not to exceed \$20,000 allocated from 248-000.00-990.000 Capital Outlay.

Motion Passes unanimously via roll call.

Ayes: 8 Singleton, Pascaris, Bowman, Halas, Craft, Buck, Deskins, Perko.

Nays: 0
Absent: 1 Williams

8. Consideration to Approve Sign Incentive Grant to Heights Brewing

\$21K overall cost for signage the maximum \$600. DDA Design Committee recommends Board considers increasing the maximum funding allowed for a sign incentive grant to \$4,000.

Board discussed extensively. Consensus that the sign incentive grant program should be updated programmatically. The \$600 limit is not enough in the current environment.

Motion by Halas, seconded by Singleton, that the DDA Board move to approve the sign incentive application #01-22, received from Ryan Kavanaugh, for the property located at 23621 Farmington Road, in an amount not to exceed \$4,000, funds to be derived from DDA fund balance.

Suggested reviewing the motion by Buck, to adjust program amount limit from \$600 to \$4000 immediately.

Previous motion and second withdrawn by Halas and Singleton respectively.

Motion by Buck, second by Halas, to raise the limit of the DDA sign incentive grant program from \$600 to \$4,000 immediately for the purpose of this program and that we have a review of the program budgeting recommendations of the program by Design Committee and Business Development Committee.

Ayes: 8 Singleton, Pascaris, Bowman, Halas, Craft, Buck, Deskins, Perko.
Nays: 0
Absent: 1 Williams

Motion by Halas, seconded by Singleton, that the DDA Board move to approve the sign incentive application #01-22, received from Ryan Kavanaugh, for the property located at 23621 Farmington Road, in an amount not to exceed \$4,000, funds to be derived from DDA fund balance.

Ayes: 8 Singleton, Pascaris, Bowman, Halas, Craft, Buck, Deskins, Perko.
Nays: 0
Absent: 1 Williams

9. Committee Updates:

a. Design Committee

Heights Brewing review

b. Organization Committee

No current updates

c. Public Art Committee

No updates

d. Promotions Committee

In final production of final reels and in line for SEMCOG video featuring Downtowns.

e. Business Development Committee

Committee is working on two one-pagers for placer AI, one for current businesses and one to attract new businesses.

10. Other Business

None

11. Board Comment

Buck: Thank you for bearing with me on my need to be programmatic, I think I provides a better guide to the board, knowing the limits and operating within limits is important.

Buck: KickstART Gallery – we need a location. Discussion ensued.

Craft: There was a shooting in our Downtown, a targeted attack by a known relation of the victim. Craft personally knows victim and he's in rough shape. Please send thoughts and prayers.

12. Adjournment

Motion by Singleton, second by Deskins to adjourn. Motion passes unanimously.

Dates of Interest:

November 3-4 Michigan Downtown Association Conference in Muskegon

November 17, 5-9pm, Ladies Night Out in Downtown Farmington

November 26, Small Business Saturday

December 3, Holly Days, Greater Farmington Area Chamber, Downtown Farmington

December 7, 2022 DDA Board Meeting 8:00am



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

MINUTES - DRAFT

NOVEMBER 9, 2022

1. CALL TO ORDER – Meeting called to order by Susan Arlin at 7:03 pm

2. ROLL CALL

Present:

Susan Arlin
Tim Prince
Sue Lover
Kevin Christiansen
Brent Bartman
Joe VanDerZanden

Absent:

Bill Gesaman
Maria Taylor
Chris Weber

3. APPROVAL OF AGENDA - Brent moved to approve and supported by Tim, unanimously approved.

4. APPROVAL OF MINUTES

a. MEETING MINUTES, OCTOBER 12, 2022 - Approval motion by Sue and supported by Brent, unanimously approved.

5. OLD BUSINESS

a. MAXFIELD TRAINING CENTER DEVELOPMENT UPDATE

Susan – shared that the Pathways Committee is invited to provide comments and suggestions on the MTC Development plan, will need to be in Minutes Draft and completed early enough for Kevin to include in his notes for next Monday's public meeting.

Kevin – Provided a review and update from the Planning Commission Meeting on 10/10/22 regarding the Maxfield Training Center site project and the Preliminary PUD (plan unit development process) plan review from Robertson Brothers Homes. Shared history of the site and project including original plan submittal for 59 units of attached 3 story, owner occupied condominiums with update reducing units to 54 due to unable to build that close to the edge of the ravine to accommodate 59 units.

Susan noted and asked about the listed project name of Hillside Townes and possibility of confusion with Hillside Elementary School which is not in

proximity to the project. Kevin reported that is the current working name the developer as attached to the project.

Kevin reviewed with the committee the current design layout of the project, with focus on access for vehicular traffic, including the remaining church parking lot adjacent to the housing project, with planned improvements, and especially focus on pedestrian access, walkability, pathways and connectivity between downtown Farmington and Shiawassee Park.

Kevin reviewed the current connector plan for pedestrian access to go through the planned Promenade Park, crossing Thomas Street and then following a walkway north through the center housing units to the north end of Hillside Townes and turning east along the ravine to connect to the walkway, stairs, and bridge down to Shiawassee Park. Kevin shared that at this time the city is keeping responsibility for redevelopment of the stairs and bridge to Shiawassee Park, planning to use and seek additional grant money for that project.

Specifics of the planned Promenade Park were discussed, a 50 ft wide, 200 ft long space replacing two city owned homes between Grand River and Thomas St.

Reviewed the minutes and comments from DDA – Pathways Committee was generally in support of the comments and suggestions from the DDA and chose to make the additional comments and recommendations:

- To avoid including permanent structures and focus on flexible and changeable features, such as potted plants, removeable tables and chairs, and seasonal decorative features, to maximize use and adaptability of the space for events.
- We recommend options that allow for temporary vehicle access such as food trucks or event setup, but not vehicular through traffic.
- Focus on including a discernable, consistent, and inviting multimodal pathway with connectivity from downtown to Shiawassee Park. Include consistent visual features from downtown such as continuing herringbone brickwork, suggest continuing this for the entirety of the pathway through Hillside Townes to connect to the stairway to Shiawassee Park.
- Include signage to indicate pathway connectivity to Shiawassee Park.
- Pathways Committee wanted to note concern that consideration of synthetic turf surface include research into noted health risks of use of this surface. Noted concerns of some visual dislike of this surface and unpleasant smell of at least some synthetic turf surfaces.
- Concern was mentioned for mobility issues for the visually impaired if the pathway through the Promenade Park were to be frequently changing.

- b. **SOCIAL MEDIA POSTINGS (IMPROVEMENT AT GILL AND FREEDOM)**
Reviewed draft for first Pathways social media post regarding the new crosswalks. Susan suggested rewording to include mention of both new Gill Rd. crosswalks, at Grand River and pictured crosswalk at Freedom

Rd. Will be submitted to Melissa Andrade to post to the City of Farmington social media accounts.

Sue shared that Maria is working on a template with logo for social media submissions.

c. 9 MILE PATHWAY UPDATE

Discussed the online survey from the 9 Mile Pathway project, completed by several committee members and opportunities to share with others.

6. NEW BUSINESS

a. ANY NEW CITY CONSTRUCTION PROJECTS?

Kevin – Farmington Rd streetscape is progressing, should be open for vehicular traffic by the end of the month. Finishing details will continue to be worked on, sidewalk just one side for now, final details will be finished in the Sprint.

MTC moving forward.

Liberty Hill continuing, all but one basement is in.

9 Mile Rd improving, gas station open, discussed committee considering improvement ideas for entryway to the city/passage under M-5.

b. ANY NEW TARGET AREAS?

i. SAFETY COMPLAINT BY FARMINGTON HIGH SCHOOL

Susan reported seeing an increase in cars not stopping for people in the crosswalks downtown.

Committee suggested adding a crosswalk on Shiawassee at Lakeway with possible flashing beacon to increase safety of students who cross the street there. Suggested adding a stop bar and stop sign at the Farmington High driveways in the student parking lot – would need to be done in conjunction with the school.

ii. FREEDOM ROAD BICYCLE LANE FIX

Freedom Rd has a repaved and improved shoulder – uniform, maybe slightly wider.

ADDITIONAL NEW BUSINESS/TARGET AREAS:

-Tim identified that on the south side of Grand River in front of Denovo Studios and Farmington CoWork the sidewalk jogs in due to inset parking spots there inconsistent with the rest of the street and questioned making this more uniform and moving the parking spots further out with painted walkway/pathway between the parking spots and the curb. He also identified that there is not ADA compliant ramp from the curb there.

-Kevin shared that this has been looked at previously, that the parking was added that way in a pilot program with MDOT, that the right of way is different there creating a problem to change it, and that when brought up in the past MDOT's response was that using that space for pedestrians would be unsafe and "directing pedestrians to walk in the street." Kevin reported that to make a change would require adding something structural

like landscaping or moving out the curb and sidewalk, and suggested it could be considered to use the Pathways Committee budget to complete a smaller project such as this.

7. PUBLIC COMMENT – Patrick Thomas – Resident Member of the Grand River Corridor Improvement Authority (CIA).
 - Shared that he frequently rides his bike on several routes in the area and was curious if when projects occur like the repaving of Freedom Rd. how to go about trying to add a little extra space for a real bike lane. Tim identified the Pathways Committees intended focus to keep up to date on construction projects to be able to push for including bike lanes where feasible to projects.
 - Patrick also identified the benefit of bike lane on Power to Shiawassee Park, asked best approach for staying informed on projects is to keep an eye on the minutes of the committee to stay up to date on what is happening. Patrick expressed his enthusiasm for the Pathways Committee and its efforts.
 - Susan also brought up a recent Wayne County budget allocation for adding pathways.

8. COMMITTEE MEMBER COMMENT
Brent – noted the planned discussion of review of the SEMCOG website for next month's meeting and shared that he reached out to the contact listed on the website about bike counts to get more information and is awaiting a reply.

9. ADJOURNMENT
Adjourn – Tim moved to adjourn and was supported by Brent at 8:50 pm.

Next meeting: December 14, 2022

FARMINGTON PLANNING COMMISSION PROCEEDINGS
23600 Liberty Street
Farmington, Michigan
November 14, 2022

Chairperson Majoros called the meeting to order in Council Chambers, 23600 Liberty Street, Farmington, Michigan, at 7:00 p.m. on Monday, November 14, 2022.

ROLL CALL

Present: Crutcher, Kmetzo, Majoros, Perrot, Waun, Westendorf
Absent: Mantey
A quorum of the Commission was present.

OTHER OFFICIALS PRESENT: Director Kevin Christiansen; City Attorney Beth Saarela; Recording Secretary Bonnie Murphy, Brian Golden, Director of Media Services; Brian Belesky, Audiovisual Specialist.

APPROVAL OF AGENDA

MOTION by Crutcher, seconded by Westendorf, to approve the agenda.
Motion carried, all ayes.

APPROVAL OF ITEMS ON CONSENT AGENDA

A. October 10, 2022 Minutes

MOTION by Perrot, seconded by Westendorf, to approve the items on Consent Agenda.
Motion carried, all ayes.

REQUEST FOR LOT SPLIT – DANIEL VETTRAINO, 31806 GRAND RIVER AVENUE

Chairperson Majoros introduced this item and turned it over to staff.

Director Christiansen stated the City Administration received an application from DV, property owner at 31806 Grand River Avenue to split the existing parcel into three new separate parcels in order to create a residential building site on the north half of the property and to sell a portion of it, convey a portion of it, to the neighbor adjacent to the north located at 22801 Lakeway Street. The existing commercial parcel is split zoned C-2, Community Commercial, and R-1-P, Residential Parking. There's a copy of the zoning map attached with your staff report and I have that here as well and can put that up on the screen. The lot split request has been reviewed by City Administration and it has been determined that it will not create any nonconforming issues as it pertains to the City code. The Grand River Corridor Improvement Authority reviewed the proposed lot split at their October 20th meeting and recommended approval forwarding it to the PC for your consideration. A copy of the minutes was attached with your staff report as indicated. City Administration recommends that the Planning Commission recommend approval of

the lot split to City Council who holds the final decision in lot splits that come before the City. The application, lot split application, a survey for the subject property with both legal descriptions, aerial photos and a plat map are attached for your review so that's all in your staff packet. The Applicant, Mr. Vettraino, does have a representative, Mr. Thomas, and he's here this evening so he can certainly speak if you like, Mr. Chairman, to this. I will go ahead and just flip through a couple of items just for everybody's edification. What's important here I think is to look at the application that's here, you have that, the intention again to split the property, the owner, and it was verified that Mr. V and his group are the owners of the property. This is a certified survey for the subject property. As you are aware this property and I'm going to bring this down to size so everybody can see it here. This is a survey for the property, Grand River Avenue and Lakeway Streets, so this is a corner property located on the northwest corner. The portion of the property that fronts GR has an existing building on it and it is zoned C-2. The back portion of this property, which is the triangle shaped piece, is zoned R-1-P, so it's one site currently. However, when it was platted, when this subdivision was platted, the properties had a little bit of a different configuration. You can see the dash lines underneath; those are the individual Brookdale Subdivision and that's the subdivision that's platted for this property and this area has a series of lots that make up the commercial portion and then one lot that makes up the triangle piece. So, the lot that makes up the triangle piece it's owned concurrent with the same owner of the commercial piece, but it was a platted lot of record, a building site is what I'm saying to you, when it was originally platted. The pieces then are the lots that make up the commercial part of the property, again, platted lots of record, but were developed commercially over time. You may know this piece as the former Paramount Health Care Property, at one point in time it was an NBD Bank with a drive-thru, it was other uses before that time all the way back to a block building back in the '50s that was the Lakeway Diner, but we won't get into the history this evening of all of that, some may know that history. In any event there are two zonings on this property, and I think that's important to note so again you can see the dash lines and the commercial property and the Brookdale Subdivision lots that are part of that, you can see the triangle piece. I might also comment that there's a small portion of the triangle piece on the northwest or at the west end that is intended to be split and added as I indicated in the staff report to the property to the north. There's a little bit of an encumbrance there, there is some flat work, a little drive area, and that is being discussed between the owner of the property and the owner of the property to the north. So, in order for that piece to be realized and it's split then to take place, again the representation is that it would be added if approved to that property to the north. So, if we scroll through, again, there's that configuration, Parcel A, B, C from the parent parcel and the real parent parcel is back when it was platted but it's been this configuration for quite a long time. So, a commercial piece, Parcel A, residential piece, Parcel B, Parcel C to be added to the piece to the north. And then if we look back the additional information, this is the record indicating ownership that was verified, this is the Brookdale Subdivision, just real quick. So, what you see here and I know it's a little

tough but north is to what would be this way, my right and this screen, so what I'm showing you here on the properties in question and I'm going to walk away real quick, GR Avenue, Lakeway, this is the subject property here, the commercial portion, this lot right here, 118, that's the triangular lot. So, the interest here is to take the property which had been combined over the years and to separate them on the plat line for the property site so this can be a residential building site and that's what it was originally platted for, and these properties can remain commercial, and a small piece of this portion is intended to be split and added to 117. Just quickly, additionally, Mr. Chairman, and again these are all materials that are here and in your packet, by the way this is a 1915 plat, just so you know. So, here's the property, you can see the corner of Lakeway and Grand River, and you can see the commercial portion with the Paramount Health Care Building that is vacant and being marketed right now and the drive-thru you can see the triangle piece currently has no structures on it and then the property to the north. And I'll finish up here in a second, this is a little bit more focused aerial to the intended split is on that line that you see there between what's developed and not developed and taking that little portion of C and adding it to the property to the north. And in this here is the zoning map, and you can see this here on the zoning map and where my cursor is at right here as we go down GR, this is Lakeway Street, here's the property right there, these C-2 pieces, and this is the R-1-P to the north, so that's the current zoning, C-2 and R-1-P. And I see that Mr. Thomas is here this evening, he is representing Mr. V.

Majoros thanked Christiansen and invited the Applicant up to the podium.

Norman Thomas, 26548 Pleasant Valley, Farmington Hills, came to the podium. He stated I think Mr. Christiansen explained this in great detail. Going back to the original plats and the triangular piece, residential use fits under the existing zoning of R-1-P. I think one thing to point out is that the surveys were completed, all residential lots as well as commercial lots, fulfill all the setback requirements, so I don't believe there's any variances that are being requested. The one tail that I call it here, Parcel C, it's been requested to split because of the current use and they intend to offer that to the adjacent property.

Chairperson Majoros opened the floor for questions and/or comments from the Commissioners. Hearing none, he thanked the Petitioner and opened the floor for a motion.

MOTION by Kmetzo, supported by Crutcher, to approve the request of Daniel Vettraino, 31806 Grand River Avenue, to split the existing parcel into three new separate parcels in order to create a residential building site for the north half of the property and to sell or convey a portion of it to the neighbor adjacent to the north at 22801 Lakeway Street, subject to the recommendations of the Grand River Corridor Improvement Authority.

City of Farmington Planning Commission
November 14, 2022
Page 4
Motion carried, all ayes.

HILLSIDE TOWNES – PUBLIC HEARING AND PRELIMINARY PUD REVIEW
ROBERTSON BROTHERS HOMES, MAXFIELD TRAINING CENTER, 33000 THOMAS
STREET

Chairperson Majoros introduced this item and turned it over to staff.

Director Christiansen stated this item is a public hearing and PUD, Preliminary Planned Unit Development Plan Review with the Planning Commission on a proposed PUD Planned Unit Development Plan for the redevelopment of the former Maxfield Training Center. There's history, we've been through this history, you had an opportunity, the Applicant, Robertson Brothers Homes, had asked that the option preapplication conference be held with both the DDA Design Committee since this property is in the downtown and that was held and that took place back prior to an engagement with the PC, and then in May the Applicant, RBH, appeared before the PC and they took advantage of the optional opportunity there, the optional preapplication conference with the PC and so the project was introduced to you at that time. Since that time and again, it's all here in the staff report, there was a meeting in October with respect to the PC review of the PUD, that was subsequent to a review by the DDA Design Committee of the preliminary plan, they forwarded their comments on to you at your October meeting. You were introduced to the project then formally, the preliminary plan, you reviewed the comments of the DDA Design Committee and you scheduled the required public hearing for this evening. As indicated, the Applicant, Robertson Brothers Homes of Bloomfield Hills, Michigan, has submitted there preliminary PUD plan for the redevelopment of the former Maxfield Training Center site, we won't go through the history of the RFQ and selection by Council and where we're at right now, we're in the PUD process after going through all the steps that are in place and have been necessary to have RB here this evening with respect to the Public Hearing as required before the Planning Commission. This is Step 3 in the City's PUD process. The materials this evening in your packet, this was also presented to you at the October meeting, are a PUD site plan package, application and all the support materials from Robertson Brothers Homes, a PUD site plan, planning and conceptual design and review letter from OHM, that letter dated September 13th, a letter from OHM engineering, reviewing the engineering and conceptual design in accordance with the City's engineering requirements and that was a letter dated September 26th and again the DDA Design Committee's minutes, their comments from their September 27th meeting regarding the preliminary plan and the Pathways Committee, the City Pathways Committee reviewed the preliminary plan and they made comments and their draft minutes from their November 9th meeting are included in your staff packet as well. The Applicant is here this evening to present the preliminary PUD to the Commission. What I will tell you is that this plan set which is fairly

detailed and I'm going to try to get to an overview drawing and that's the Public Notice that was required that was published that was sent to property owners within 300 feet. There are also three correspondences from Rick and Jane Gundlach which are included in your packet, one that was submitted and reviewed at the meeting back in October and two then that were presented for this meeting, so both of those are in your plan review packet for this meeting. There was also an email that was sent to me today at about 4:00 this afternoon and I made a copy of that email, that email was from Mr. Kevin Gromley and as indicated I went ahead and printed it out and provided individual copies of that email that Mr. Gromley submitted today. Those were the only communications that we did receive from the Public Notices that were sent out. The plan package again, it's got a lot of information in here and this is what I wanted to get down to and then I'll turn it back to you, Mr. Chair. This is Maxfield Training Center site, approximately three acres with a 60,000 square foot; about ten, twelve years vacant, former school building. And the city purchased this property from Farmington Public Schools with a purpose of intending to move forward with redevelopment and in accordance with the City's long-range plans, the City Master Plan, the Vision Plan, the city as a whole and the Downtown Master Plan and the City then moving forward with their RFQ process selected RBH for a 59-unit condominium development, owner occupied, single-family, attached condominium project. This project as submitted, these materials with the application, show a total of 54 units on this site in this configuration. These units are three story units, they have a single-loaded rear access garage, they're accessed from the front, you go up into a second level which is your main living level and then to a bedroom level above, so three stories above grade, approximately 16 feet wide and different attached configurations. The units themselves are about 1,350, 1,400 square feet in size, so all that is included, all the materials are included, elevations and other elements but I wanted to show you this. We've had some recent dialogue with representatives of Robertson Brothers Homes and Mr. Tim Loughrin who is the director of land development is here this evening and he's been here before you on previous occasions for this project, has indicated there's a modification that has become necessary in light of the utility service to the property. So, to provide the utility service necessary to serve the property, they've coordinated with DTE on what it might take to bury lines in and to this site and through this site. And they've indicated to the city that it's just not something that in their business plan with this project is going to be able to be achieved with the cost that they would incur to do that. In light of that with overhead lines that could lay along Thomas Street, there's a need to create an easement and with that easement there's a need to have a certain separation distance for the fronts of those condominiums that are along Thomas Street, you can see that on the graphic here. In light of that, the whole project has to be adjusted, they've got to move it up into the site. And in doing so, they have eliminated another unit, they've eliminated Unit 29. And Mr. Loughrin has some plans to that effect, I'm going to let him speak to that, Mr. Chair, but I wanted to make sure everybody understood that. And also, too, creates a situation and there's been some concern expressed about the

City of Farmington Planning Commission
November 14, 2022

Page 6

proximity on the north to the residential property lines that are in the adjacent Historic District residential development. In adjusting this project because of these circumstances, again and their consideration, is going to create an additional setback so they're going to be farther away from that lot line as a matter of having to eliminate Unit 29 to make these adjustments. I'll let Mr. Loughrin explain that in more detail if you like. Again, the purpose this evening is the public hearing and if the Commission so chooses to move forward with the preliminary plan to the City Council.

Chairperson Majoros opened the floor for comments or questions from the Commissioners. Hearing none, he invited the Applicant to the podium.

Tim Loughrin, Robertson Brothers Homes, came to the podium. He stated it is good to see everyone again, this is probably the third time I've been in front of you, and I'll go through this quickly but I also want to hit some salient points to bring to your attention. He said last time we were here for a review we went through the main considerations and points that we wanted to discuss. Things have changed a little bit since we had the meeting and we wanted to obviously bring those up during the public hearing. I think that Kevin made a lot of the points that I was going to make in regard to that. One of the biggest concerns that we had is really working with DTE which is sometimes difficult to develop around. As you know there are existing power poles along Thomas Street. Our original plan was to relocate those to the south side of the road, that is not something that is possible, just from an infrastructure standpoint and there's a very large cost with it. What's probably even more concerning to us is their solution and their only solution to relocating is to essentially bring the lines down Warner across Grand River in front of the park. Those would be new lines that would be relocated basically away from Thomas Street and in front of Riley Park, so that is not something that I thought that the City would be interested in, it's not something we're interested in. So, what we've kind of done is taken a step back and said okay, so what can we do with this. There are certain distance requirements from a pole length, there's an arm length that we have to adjust to around 12-feet, so that did necessitate the need to move a unit back to make that separation. So, we've done that, it provides a better front area if you will, setback to Thomas Street, so that is one change that you're going to see from when we last spoke. The other one is Unit 29 as I mentioned, I met with the neighbors, I know it's been a concern of theirs, and we just felt it was good practice to remove that unit as well. What we did is we combined a couple of buildings to kind of give it some symmetry and in doing that we went from 7.5 feet to about 35 feet there, so I think that's an important step, hopefully the neighbors will appreciate that. We think it's overall a better plan, we've gone from 59 down to 53 now which is a concern from the city, obviously the city wants more people in the downtown area, we want more people, we want more density, there's only so many things we can do. I'm going to show you the plan that you saw last time, this is the one with 54 units, as you can see along Thomas Street. I don't know the distance that we had, we've moved those back, Unit 29, you can see that's pretty close to the property.

There is no house there, but it is their property and it is a concern that the neighbors had and we understand it. The new plan removes 29 and also added in a walkway that was mentioned at the Planning Commission as well as the DDA and the neighborhood mentioned that. So, we're trying to make everybody happy like we have from the very beginning but I think this is a better plan overall and honestly there is no other option with the DTE. It is either we do this development the way we're showing it or we don't do it all, what I'm saying is there is no option to work with DTE. We've had conversation with them, it was very disappointing to be honest, so they did not give us a quote on the undergrounding of it, converting those lines underground, but we have no area to convey regardless. So, that is our proposal to move forward and hopefully it meets satisfaction. Just a little site plan, what the City wanted was to make sure we had conveyance from the downtown area down to the Shiawassee Park area which is a component of the RFP but that's been really a main component of the project from the beginning. We are providing an entering promenade. The city owns two houses here, as part of the RFP we would be removing those two houses, putting in a pedestrian promenade and then this is open to the public, the public would have access to walk through the property, this would convey back to the city and then from Thomas Street through we would provide a public walkway open to the public, we have a Master Deed that would have that this would always be open to the public through the Master Deed. So, it's been a component of the city, something that we feel very important, we embrace and it's not something that we typically do in a for sale owned community to have a public walkway through it but we know that that's an important component for the city. The pedestrian promenade is not open to traffic but there is an access for food trucks, for art vendors, people that want to set up in the area for a festival type event. The DDA would be in charge of programming this, we would just be building it as part of the project. These little X's, these would be tents, nothing that's permanent, just something from discussions with the DDA brought about. So, it's more of a pedestrian conveyance more than anything but it's also open up to events and that sort of thing. And then as you can see some of the details, we have benches and what we try to do is copy a lot of what the city already has in the downtown area, so we used a lot of those components, we do matching as much as possible. There will be movable bollards here, we're going to try to match as closely as possible, those would be removed just for vendors and again it goes through our property and then out, you can see the stairs here so you can have conveyance from downtown to Shiawassee Park. So, in summary this is about three acres, just under eighteen units per acre, it is zoned CBD so it's a PUD request, planned unit development, 53 total, all owner-occupied units and as Kevin mentioned they're single-family townhomes, nobody lives on top of each other, they're basically attached units, three stories, about 1,300 square feet and tonight we are seeking recommendation from you and approval. It's very expensive to build single family homes these days, there is a lot of demand, obviously the market has softened quite a bit, but just from an affordability standpoint these will be attainable for people that want to live in a downtown area and don't really want the yards and upkeep. We think this will be a catalyst for future development in the downtown area. You have

an obsolete property, and this project is also a mechanism for building that pedestrian promenade we talked about and we've been around a long time and I do think that's important. If you ask around, I think Robertson Brothers Homes has a good reputation, we strive for that. What that means to you is that you have a partner here who is going to stand by what they say and do what they say so I think that's an important fact there. This was the original response to the RFP and it's between us and an apartment builder, again, we're for sale units which I think the city wanted to see. You can see it's evolved quite a bit, we had 59 units here and a real basic what we call this level of traffic, there's a reason we thought that was a really good idea with parking but the city didn't want that so we kind of moved here which is current plan that I showed you, you can see it's evolved quite a bit from when we first came in. And then probably most notably here, this whole building went away and it went away because if we built it it would have literally gone away down the hill, so we've done a lot of work to figure that out, that probably took a lot of the time that the delay that you've seen. But what we've figured out is if you build on the area we proposed, eventually the building would fall down. So, we had to build outside of that area which is why that building got removed and I know we talked about that last time in detail. I just want to point out this is what changed from last time, it's a little difficult to read, but the last time we showed you the plans that are in front of you, there was 7.5 feet, you had a couple neighbors that mentioned that. The new plan shows just over 30 feet, 33.9 feet to that same line. I did a couple other calculations here, the 22 feet, 22.5 feet, that's to this corner to this property line here. This is actually zoned single family even though it's part of the church parking lot so there's 30-foot requirements, the deviation would go from 7.5 feet to 22.6 feet, so that would one thing when we move to the final PUD, we change that from 7.5 feet to 22.6. and then really it's 36 to where there's a property line for single family, so I wanted to point that out. And these are all concepts for the site or projects that we've built in other cities and it's just for ideas, of course, we want to make sure what we're building is what Farmington wants. When we showed this at the DDA, when we showed it you, I think most people gravitated with the bottom left, so that's something that we're building and we didn't want to propose the exact same thing so what we did is we looked at some of the things that you mentioned what Farmington is about and this is the latest, you've not seen this, this is what we're proposing as far as elevations. It's all Hardee, there's no vinyl on this, coordinated brick, all of this is brick, like a gray brick. This is all gray Hardee and this is actually Hardee board as well, it's finished in kind of a wood tone that's very attractive, that gives it a little bit of difference. The last version you see that I think you have in your packets shows the downstairs patio. What we wanted to do since it's more of a public walkway through, we wanted to provide some privacy for the future homeowners and give them a little bit of an outdoor statement, that's why we went with that kind of look, that was not something that was well received here or at the DDA. And I get it, I don't think it looked very good as well. So, we came back and we downscaled it a little bit, it's just kind of a continuation of brick and we capped it off with a front patio just for some privacy but not overbearing. I'm happy to hear any discussion on it but this is our proposal at this point, and I do think the

DDA did want to see the elevations again and they did want to see the promenade again, so those are still things we need to go in front of them for after we've gone in front of you and the Council. So, you see what we've got, this is what they are, the first-floor garage and what we all the Zoom room or flex room, it's like a downstairs mancave if you will, slash library, slash living room, slash family room, whatever you want. The second floor is more open, living, dining, kitchen, and then the third floor are two bedrooms, two bath. So, I just wanted to speak to the PUD a little bit. For a PUD which is a planned unit development, you have to meet three of this number of qualifications. We feel we meet all of them but one, so why don't we go through this quickly because I think it's important to note that we're asking for a PUD which is more of a specialized zoning district that's conducive to, basically the PUD is approving the site plan you're showing so there's some give and take, but you have to meet certain criteria. One of the requirements of a mixed-use development in residential or nonresidential uses. Obviously, we're not mixed use but what I would say to this though the thing that is missing when you're downtown is people, so we consider we're part of a mixed use overall in the downtown area. I think that's not a stretch, but some people might say it is. Redevelopment of a Brownfield, obviously this is a Brownfield site, it's basically a building that is well past its useful life. Pedestrian designed with buildings leading to the sidewalk, that's what we're dealing with directly on Thomas which is very important. With high quality architectural design, extensive landscaping, preservation, enhancement of restoration of natural resources, we've got the slope, we're keeping the trees, it's very important to keep the trees so that slope stays intact, so certainly we do not have any historic resources that are remaining, so obviously we don't need that one. Tradition of open space, we're putting in a promenade, efficient consolidation of poorly dimensioned parcels and difficult site conditions, it's a very difficult site, it's taken us a long time to figure out what to do with it. Effective transition between current and future uses, we feel the use of townhomes is really the perfect transitional use from the existing residential to really your core commercial, I think it is the best use possible. I think apartments would be a little too dense and overpowering and certainly single-family homes doesn't work in that configuration, so we think we are the right transition. Shared access between properties, we have been working with the adjacent church, there are easements in place, we will need to have another access agreement based on whatever plan gets approved, but we've had a good relationship with them over the past year and a half, so those are ongoing discussions. Stormwater in general in this area will become much better because we are doing an underground catch system so that's certainly a good impact on both facilities. And then this last one, we do build above code, we are putting in electric vehicle chargers in all of our garages, we'll have electric cable chargers in some of the parking spaces for guests. So, we do a lot of these things and I just wanted to point these things out because there are members of the public who have never seen us before, what we've done and where we're at, so I think this is my last line and I'm happy to answer any questions you have.

City of Farmington Planning Commission

November 14, 2022

Page 10

Chairperson Majoros opened the floor to the Commissioners for comments and/or questions.

Commissioner Crutcher asked if car chargers were going to be in garages and guest parking spaces and Loughrin replied they are wired for electrical vehicle chargers so the homeowner will have a choice of whatever car they choose, it would be pre-wired for that but we do that in all of our garages and typically we put in electric vehicle chargers in the parking areas, so I know we've selected a couple locations for that.

Majoros asked if there was any concern with traffic flow, two-way traffic, the circulation traffic with the change in the power lines and the flow of vehicular traffic and Loughrin replied no, everything was just pushed back, nothing was narrowed.

MOTION by Westendorf, supported by Crutcher, to open the public hearing.

Motion carried, all ayes.

(The Public Hearing was opened at 7:45 p.m.)

PUBLIC HEARING

Rick Gunlach, 23700 Warner Street, shares over 200 feet of property line with the Maxfield Training Center north boundary so we were initially very concerned about the short setback between the building that contains Unit 29 and so this news tonight is very welcome to us. I've spent a lot of time trying to understand with the PUD ordinance and the CBD ordinance and see how they fit into what we're seeing proposed and so this change is very welcome to me and my wife. Sorry about the circumstances but glad that happened with DTE because it certainly will help us a lot in accepting this new plan. Now we can say we're very pleased that Robertson Brothers is building this complex and we thank you for all the time and effort you put in to design something that's going to be really good for our community and we feel it will be much better to have the townhome design rather than an apartment complex. So, I want to thank you for that, Tim, and I'm sorry for all the writings I submitted and tried to defend the position we had, so thank you. I did want to make one additional comment if I can. Because we live right along that pathway from Warner Street to the stairway to the park, and our yard is relatively open we see a lot of people walking back and forth between the park and Warner Street, some people with dogs, sometimes it's kids, but a lot of people just walking. So, we feel that preserving that pathway from Warner Street to the stairway to the park is important. And I noticed in your plan that you've added a sidewalk now to the north of that building that contains units 20-28. So, this sidewalk we feel is important and that it fits in with the Master Plan, the idea that you're going to have this pathway that directs people to the park, so we think it's really important to preserve this and maybe extend it all the way to Warner Street. And I sent you another writing about the parking lot because I understand that the Robertson

City of Farmington Planning Commission

November 14, 2022

Page 11

Brothers are going to be somehow involved in refurbishing that parking lot, but you have an opportunity I believe to increase the number of parking spaces in the parking lot if you reconfigure the parking spaces that are there and you should still have room for a walkway from Warner Street all the way to behind the Robert Brothers Homes complex to the park. So, I would encourage whoever is involved in making those decisions to try to find a plan that would work that would preserve that walkway.

Kevin Gromley, 23626 Warner Street stated he sent the email earlier and all of his concerns are allayed at this point. It looks like a great plan and my concerns were the same that we're one house further north from the property and we were worried about the setbacks. I would also echo Rick's sentiment, we do get a lot of foot traffic going to the park so if it is possible to preserve access from Warner Street, that would be great.

Doug Peterson, 33209 Oakland Avenue, requested to keep the sidewalk and to continue it from Warner that would be great.

David Judge, 23708 Warner Street, stated I'm happy with everything you did, it looks nice, I like the Hardee siding, that's nice to hear about, the design, everything looks very nice, the sidewalk and everything. My question and/or concern is I noticed that with the construction on Farmington Road people are cutting through the TJ Maxx and you get a queue of cars we've never had before. So, we're going to have possibly more traffic in the area, it's going to come down here and go down Warner Street and the reason this sticks in my head and I'll just tell you I had a conversation with the former City Manager years ago and he stated I think we're going to need a traffic light either here on Grand River or here on Warner. I know we were looking at apartments going in at that time, so I don't know if that holds true but I wanted to put that in your head because I do know that taking my son to school in the morning, we used to be able to leave a certain time and now we're leaving ten minutes earlier just to try and get through the line that is trying to turn right onto Shiawassee Street because of the traffic on Warner Street that's picked up and I was wondering if that was talked about. Other than that, I think it's good, but just to reorient the parking spaces to where the walkway would be, you can really fit a lot more parking in that spot.

Reverend Anthony Hood, 33112 Grand River Avenue, stated they are certainly happy with the adjustments made in the plan and have no concerns and will certainly have dialogue about extending the walkway all the way to Warner Street and on how to better use our parking lot but just want everyone to be sure, it is our parking lot. So, while we continue to have this relationship with the city that we're going to continue, we certainly want to be mindful of both the situations and both parameters for our congregation, especially when we begin the construction process where we're going to be really confined around Thomas Street and where that equipment is going to be parked so that we still have access to our parking on Sundays and during our special services.

Estelle K., 26052 Pleasant Valley in Farmington Hills, asked the approximate price range of the condominiums

Loughrin replied what we're building in a similar community these would start in the \$300,000, we'll try and be in the low \$300,000 but with the Hardee and all the costs involved don't hold me to it.

MOTION by Crutcher, supported by Perrot, to close the Public Hearing.

(Public Hearing closed at 7:58 p.m.)

MOTION by Kmetzo, supported by Crutcher, to recommend submission of preliminary pud plan to move forward to City Council for their redevelopment of the former Maxfield Training Center on the condition that the developer plan incorporates comments made by the DDA Design Committee, OHM design review letters dated September 18th and 26th and also comments made by the Pathway Committee noted in their November 9th minutes and in addition to all the other changes made in tonight's meeting.
Motion carried, 5-1 (Westendorf).

UPDATE – CURRENT DEVELOPMENT PROJECTS

Director Christiansen gave an update on the continuing development projects.

PUBLIC COMMENT

None heard

PLANNING COMMISSION COMMENT

Kmetzo said it's important that voices are heard on projects

Christiansen thanks Commissioners and public and wished everybody a Happy Thanksgiving

Majoros thanked Kevin and the full staff.

ADJOURNMENT

MOTION by Crutcher, supported by Perrot to adjourn the meeting.
Motion carried, all ayes.

City of Farmington Planning Commission
November 14, 2022
Page 13

The meeting was adjourned at 8:07 p.m.

Respectfully submitted,

Secretary

**MEETING MINUTES
FARMINGTON AREA COMMISSION ON AGING
TUESDAY, SEPTEMBER 27, 2022
COSTICK CENTER
28600 ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN 48336**

Meeting was called to order by chair Marian Schulte at 5:37.

Members present:

Mary Buchan, Farmington Hills, MI
Carl Christoph, Farmington Hills, MI
Nancy Cook, Farmington, MI
Dan Fantore, Farmington Hills, MI
Katherine Marshall, Farmington Hills, MI
Julie McCowan, Farmington Hills, MI
Marian Schulte, Farmington Hills, MI
Karina Weglarz, Farmington Hills, MI

Members absent:

Mic Fahey, Farmington, MI
Jane Frost, Farmington, MI
Colleen Irvin, Farmington Hills, MI

Others present:

Marsha Koet, Senior Division Liasion

APPROVAL OF MEETING AGENDA:

Motion by McCowan, support by Fantore, to approve agenda as published.

Motion carried 8-8.

APPROVAL OF MEETING MINUTES OF JUNE 28, 2022

Motion by McCowan, support by Marshall, to approve minutes as corrected.

Members present was amended to include Mac Fahey who attended.

FARMINGTON AREA COMMISSION ON AGING

SEPTEMBER 27, 2022

PAGE 2

COMMITTEE REPORTS:

COMMUNICATIONS, PROMOTIONS AND WEBSITE:

Schulte has sent all updated materials to the web master. Some discussion of submitting the final edit of "Financial Abuse of Seniors" for publication on the website.

EDUCATION:

A program on the financial abuse of seniors was held on June 28. Conclusions were the program needs more editing, and more interaction with the audience would be helpful. Koet suggested a presentation to the Costick Center employees to give the committee further practice. Distributing a list of resources is being considered. McCowan shared insights regarding SAVE, another county's response to the financial exploitation of the elderly. One guardian company in this county has been charged by the Attorney General with financial abuse of the elderly. McCowan has not seen this in Oakland County. Marshall suggested that the AG be contacted and urged to put more effort into this issue.

Fantore suggested that a monthly warning about a current scam be published, possibly in the Messenger.

SENIOR DIVISION:

Koet announced pre-registration is necessary for programs at the Costick Center. Coming activities include Stars and Stripes (Nov. 11), Health Expo with flu shots (Oct.9) and Schools Senior Breakfast (Oct 19). Meals on Wheels has job openings: co-ordinator of the program and bus drivers.

Parks and Rec Commission study on accessibility of facilities should be available in about 2 weeks.

OLD BUSINESS:

Buchan is compiling a new COA roster. Be sure to update information on address, phone number and email address.

Meeting adjourned by 6:18. The next meeting is October 25, 2022.

Minutes prepared by Mary Buchan, secretary.



Special Council Meeting
6:00 p.m., Monday, November 21, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on November 21, 2022 in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:02 p.m. by Mayor Sara Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Absent	
Maria Taylor	Councilmember	Present	

City Administration Present

City Clerk Mullison
City Manager Murphy
City Attorney Schultz
Director Weber

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember

3. PUBLIC COMMENT

No public comment was heard.

4. PRESENTATION: ANNUAL AUDIT, PLANTE MORAN

Justin Kolbow and David Helisek from Plante Moran presented a report on the City's annual audit. The City again earned an unmodified opinion, which is the highest level of assurance that can be given.

The high-level report included information about state-shared monies received by the City over the year, increased licenses and permits issued, a slight uptick in Public Safety expenditures, a review of all the city's funds, and non-recurring COVID grant money. Pension liability and assumption changes were also noted.

Helisek also spoke about the Plante Moran letter accompanying the audit results, saying that internal controls were not part of the financial audit, but part of their audit does require them to understand and test internal control structures to the extent that it impacts financial reporting. He said that Farmington's financial team has again done a tremendous job and that it has been a pleasure doing the audit.

Bowman cited the professionalism and due care of Controller Norgard and Finance Director Weber throughout the fiscal year for the success of the City's audits. Director Weber noted that Controller Norgard has recently left the City and that she and her skills would be missed.

5. OTHER BUSINESS

City Manager Murphy said that he would be applying for a SPARK grant and asked that a Public Hearing be set for the December 5, 2022 meeting.

Move to set a Public Hearing for the SPARK grant on December 5, 2022.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Balk, Bowman, LaRussa, Taylor
ABSENT:	Schneemann

Murphy also announced that he would be promoting Bob Houhanisin to Director of Public Safety following Ted Warthman's retirement.

6. PUBLIC COMMENT

No public comment was heard.

7. COUNCIL COMMENT

LaRussa indicated concern about not seeing an update from DTE as it has been a couple of months since it was requested. He asked for DTE to be invited to another Council meeting soon. Murphy said that he hadn't received an answer from DTE and that City Attorney Schultz

was working on the letters he had been assigned and that there was no date set for a second meeting.

8. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Balk, Councilmember

The meeting adjourned at 6:46 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:



Regular City Council Meeting
7:00 p.m., Monday, November 21, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on November 21, 2022 at Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:01 p.m. by Mayor Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

Director Christiansen
Superintendent Eudy
City Clerk Mullison
City Manager Murphy
City Attorney Schultz
Director Warthman
Director Weber

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Accept City of Farmington Board and Commission Minutes
- B. City of Farmington Minutes
 - a. October 17, 2022 Special
 - b. October 17, 2022 Regular
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Form 5572 – Pension and OPEB
- F. Farmington Quarterly Investment Report – 06/30/22 & 09/30/22
- G. Farmington Quarterly Financial Report – 06/30/22 & 09/30/22
- H. Farmington Quarterly Financial Report Court – 06/30/22 & 09/30/22
- I. SMART Agreement

Move to approve the consent agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember

4. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem

5. PUBLIC COMMENT

Michael Stack, receiver at Fresh Thyme Market, 23300 Farmington. He expressed concern about the amount and speed of traffic on Orchard Street since the Farmington Road Streetscape project began.

6. PRESENTATIONS AND PUBLIC HEARINGS

A. Plante & Moran Annual City Audit

David Helisek of Plante Moran briefly discussed the results of the financial audit of the fiscal year ending June 30, 2022. Farmington again received an unmodified opinion which is the highest level of assurance that can be given to a set of financial statements. He noted there are no weaknesses in the internal control system which means the financial information the City receives is reliable.

Bowman expressed her thanks to Plante Moran for the thoroughness of their work. She also commended Director Weber and Controller Norgard for always maintaining such high standards and ensuring that Farmington continues to have an unmodified result from their work.

B. Public Hearing Program Year 2023 Community Development Block Grant Application

Move to enter a Public Hearing for the purpose of considering the Program Year 2023 Community Development Block Grant Application.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

Public hearing was opened at 7:12 pm. No public comment was heard.

Public hearing was closed at 7:13 pm.

7. NEW BUSINESS

A. Consideration to approve 2023 program year Community Development Block Grant Application

Community Development Block Grant (CDBG) funding for 2023 is projected by Oakland County to be \$26,502. The administration's preliminary recommendation is that Council considers establishing the following development objectives: senior center and senior public services. City Manager Murphy proposed allocating \$18,552 to meet the objectives.

Move to approve resolution adopting 2023 Program Year Community Development Block Grant Application.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Balk, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Balk, Bowman

B. Founders Festival 2023

Mayor Bowman requested Council approval for a Special Events Application to hold the Farmington Founders Festival to be held on July 20-22, 2023.

Move to adopt resolution approving the 2023 Founders Festival which includes approving event locations, authorizing road closures and applications for temporary liquor licenses.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem

Bowman recused herself from participation in the next item because of a personal interest in it and turned the meeting over temporarily to the Mayor Pro Tem.

Move to recuse Madame Mayor.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem

C. Request for lot split – Daniel Vettraino, 31806 Grand River Avenue

Director Christiansen explained the application received to split the existing parcel at 31806 Grand River Avenue into three new parcels in order to create a residential building site to the north and sell a portion to an adjacent neighbor. The Planning Commission reviewed the requested lot split on November 14, 2022 and recommended City Council approval.

Move to approve resolution granting the lot split for Daniel Vettraino, 31806 Grand River Avenue as described in the packet.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	Balk, Councilmember
AYES:	Schneemann, Taylor, Balk, LaRussa
RECUSED:	Bowman

LaRussa returned the meeting to Bowman's control.

D. Local Street Rehabilitation

This is a balancing Change Order and reduces the contract due to removing Alta Loma Street improvements from the scope of this year's project. City administration will be approaching Best Asphalt to extend their contract another year.

LaRussa asked Eudy for the total linear feet or miles rehabilitated with this project. Eudy agreed to follow up with that information.

Move to approve payment to Best Asphalt Incorporated for Change Order No.3 and Payment Application No. 3 in the amount of \$316,143.08 for the 2022 Road Rehabilitation Project.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem
AYES:	Taylor, Balk, Bowman, LaRussa, Schneemann

E. Oakland Street Sewer Lining

Superintendent Eudy reviewed the progress of the project and recommended payment for sanitary sewer lining and post lining inspection.

Move to approve payment to Pipeline Management in the amount of \$191,329 for the Oakland Street sanitary sewer, cleaning, CIPP lining, and CCTV.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

F. Park Restroom Improvements Payment Application No. 5

Payment Application No. 5 is the release of \$5,148.89 of retainage held for the park restroom improvements. The access hatch previously approved has been manufactured and installed.

Schneemann suggested that the City procures some vandal proof mirrors for the restrooms before re-opening in Spring. He offered to provide a spec for those.

Move to approve Payment Application No. 5 (Final), release of retainage in the amount of \$5,148.89 and earned interest for the Shiawassee & Drake Park Restroom Improvement to Summit Company.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

G. Second reading and consideration to adopt a “Post Construction Stormwater Management” ordinance

Eudy was available for Council questions about Oakland County Stormwater Standards and maintenance programs to improve water quality.

Move to approve Second Reading and adopt the ordinance to amend the City of Farmington City Code of Ordinances, Chapter 34, “Water & Sewers,” to add Article V “Stormwater Engineering Design Standards,” which regulates private property stormwater discharge within the City to open waters, ditches, or storm sewers. The ordinance shall be known and cited as the Post Construction Stormwater Management.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Balk, Bowman

H. Road Surface Repairs to Grand River Avenue

Eudy recommended payment to Major Cement Company/Contracting for MDOT required surface replacement for three (3) emergency water main repairs within the MDOT Right of Way on Grand River Avenue.

Move to ratify payment in the amount of \$39,281.00 to Major Contracting for the Grand River repairs.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	Schneemann, Taylor, Balk, Bowman, LaRussa

I. Invasive Spongy Moth Suppression Grant Program

The Spongy Moth (formerly the Gypsy Moth) is an invasive species that in the immature larva stage feed on the leaves of more than 300 species of trees. The larva especially like oak trees, but many other trees are good hosts. Oakland County Board of Commissioners have approved up to \$120,000 to fund the grant program. Participating Communities are required to provide a dollar-to-dollar match of their awarded grant amount funding which cannot exceed \$30,000 per community.

Eudy requested permission to approve the program in Farmington.

Move to approve resolution for the Spongy Moth Suppression Grant Program and permit City Administration to execute all contractual documents for the field survey work and treatment not to exceed \$2,710.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Taylor, Balk, Bowman, LaRussa, Schneemann

J. Truck Route Detour Resolution

Eudy explained the need for a truck detour around downtown Farmington to improve pedestrian and motorist safety and increase the walkability of the downtown area.

Questions from Council included signage, compliance issues, education for drivers, and whether SMART busses would be included. Schneemann commended Bowman for getting this long-needed change done.

Move to approve resolution establishing the Farmington Road Truck Route Detour and the associated Traffic Control Order prohibiting Commercial Motor Vehicles from turning right onto Grand River Avenue from northbound Farmington Road.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

K. Capital Improvement Plan Steering Committee Appointment

Murphy requested that Council appoint a member to sit on this year's Capital Improvement Plan Steering Committee.

Move to appoint Mayor Bowman to serve on the CIP Steering Committee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember

L. Change Order No. 3 & 4 and Pay application No. 5 & 6 for Drake Park Improvements

Eudy requested the release of retainage for Drake Park improvements.

Move to approve Change Order No. 3&4 and Payment Application No.5 &6 (Final) in the amount of \$22,855.84 plus interest for Drake Park Improvement Project to Asphalt Specialist Incorporated (ASI).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	LaRussa, Mayor Pro Tem
AYES:	Bowman, LaRussa, Schneemann, Taylor, Balk

M. Warner Home Exterior Repairs

This request represents payment to R. Graham Construction for the porch paint remediation expense, roof replacement, balustrade removal and cleaning, roof framing, and member repair/replacement. Further remediation expense will be incurred because it was determined two additional porch columns, column supports and foundations near the front steps should be repaired or replaced.

Bowman asked for timeline for the upcoming Holly Days celebration, Eudy said that he had asked R. Graham to tidy the area for the parade and tree lighting. Schneemann noted that the repairs being done by the City are only band aids and that many other things really need to be done.

Move to approve Change Order No. 1 and Payment No. 1 to R. Graham Construction LLC of Farmington Michigan in the amount of \$58,875.00 for the exterior repairs at the Governor Warner Home.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Balk, Bowman

8. PUBLIC COMMENT

No public comment was heard.

9. CITY COUNCIL COMMENT

LaRussa congratulated Eudy for so many agenda items for tonight and asked for status update on the use of Mansion. Murphy said that discussion about the Mansion really needs its own special meeting.

Balk asked what has been done with the grant for the Mansion received from the state, and Murphy indicated that it was being used on the renovations now.

Bowman congratulated Director Warthman for 27½ years of commitment to Farmington Public Safety. Director Warthman thanked Council and City Manager Murphy for supporting him and having confidence in him to lead the Department. He noted that Farmington was a wonderful city and an even better public safety department, and that his retirement was a bittersweet moment.

10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Balk, Mayor
SECONDER:	Taylor, Councilmember

Meeting adjourned 8:04 p.m.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:

**To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.



Regular City Council Meeting
7:00 p.m., Monday, December 5, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on December 5, 2022 at Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:00 p.m. by Mayor Bowman.

1. ROLL CALL

Attendee Name	Title	Status	Arrived
Johnna Balk	Councilmember	Present	
Sara Bowman	Mayor	Present	
Joe LaRussa	Mayor Pro Tem	Present	
Steve Schneemann	Councilmember	Present	
Maria Taylor	Councilmember	Present	

City Administration Present

Superintendent Eudy
Deputy Director Houhanisin
City Clerk Mullison
City Attorney Saarela

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Taylor, Councilmember

3. PUBLIC COMMENT

Annette Compo, 32746 Grand River, spoke about a medical response recently needed at her store. The FPS response was great, and they had to wait 30 minutes for an ambulance to arrive. She asked why ambulance service is twenty to thirty minutes away and wondered whether public safety is trained enough in emergency medical response. She asked to have the community fix the problem of ambulance support in Farmington.

Greg Cowley, 23818 Wilmarth, spoke in support of Annette Compo's remarks. He stated that he doesn't understand why protocol hasn't been adjusted to allow Farmington Hills EMS to service Farmington.

Jessica Perrot, 22661 Brookdale, hoped that Council would be sued for negligence, both personal and the City.

4. PUBLIC HEARING: SPARK GRANT

Move to enter a Public Hearing for the purpose of considering a SPARK Grant Application.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember
AYES:	Schneemann, Taylor, Balk, Bowman, LaRussa

Public hearing was opened at 7:15 pm. No public comment was heard.

Public hearing was closed at 7:15 pm.

5. RESOLUTION AUTHORIZING A SPARK GRANT PROGRAM APPLICATION FOR THE RILEY PARK TO SHIAWASSEE PARK CONNECTION

City Manager Murphy requested approval to submit an application to the Michigan Department of Natural Resources titled, "The Riley Park to Shiawassee Park Connection" to the Spark grant program for a pathway connection from Riley Park to Shiawassee Park. If approved by the DNR, \$1,000,000 will be provided toward funding such a pathway and bridge connection. The City would provide \$2,980,000 in matching funds, either from other grants or other sources.

Schneemann explained the drawings included in the packet which might be used as preliminary plans to go forward with the project.

LaRussa enumerated things the grant administrators might be looking for and offered to solicit support from SEMCOG for the grant application. He said that there would also be several rounds for this grant and that Farmington should continue to apply if not granted the award in the first round.

In response to a question about design leeway from Taylor, Murphy said that the application was only a rough draft and can easily be changed going forward. She also asked whether a lower cost option might be available for a path to the park. Schneemann explained the tradeoffs around pricing and esthetics for the design. Taylor requested a report indicating the cost of a bare minimum project that would still be ADA compliant.

LaRussa asked about the timeframe of the grant as juxtaposed with the Maxfield development plan.

Bowman noted that this was a transformational opportunity and would complete a vision that had been around since 2014. She would like to see it go through in its best form and cautioned that there would only be one shot at completing this project.

Move to approve the attached resolution authorizing administration to submit for the Michigan Department of Natural Resources (DNR) Spark grant for a connection between Riley Park and Shiawassee Park. Oakland County Parks and Recreation grant.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	LaRussa, Mayor Pro Tem
SECONDER:	Balk, Councilmember
AYES:	Taylor, Balk, Bowman, LaRussa, Schneemann

6. FARMINGTON ROAD TRUCK ROUTE DETOUR

Superintendent Eudy explained that this was still the same resolution that had been approved at the last meet, just with a few changes to wording as requested by the Road Commission of Oakland County.

Move to approve revised resolution establishing the Farmington Road Truck Route Detour and the associated Traffic Control Order prohibiting Commercial Motor Vehicles from turning right onto Grand River Avenue from northbound Farmington Road.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember
AYES:	Balk, Bowman, LaRussa, Schneemann, Taylor

7. OTHER BUSINESS

Murphy informed Council about a short response from a representative of DTE to questions submitted three months ago by Council and handed out material to review. He will schedule DTE to participate in a Council meeting in January. LaRussa expressed frustration over the pace of DTE’s improvement. Murphy said that a Council discussion could take place on the December 19th meeting and that DTE could come to the first January meeting in 2023.

8. PUBLIC COMMENT

No public comment was heard.

9. CITY COUNCIL COMMENT

Bowman welcomed Deputy Director Houhanisin to the meeting and thanked him for being here because of the earlier public comment topic. She felt it was important that the public see him at the meeting and know that the City is taking this topic very, very seriously. She also thanked Council for participating in the lighted parade last weekend. She thanked Sue Arlin of the Greater Farmington Chamber of Commerce for putting the event together, and Market Master Walt Gajewski for putting together the earlier Greens, Gifts and Giving event.

Taylor asked when Council would be discussing the ambulance service issues, and requested it be on a study session soon. Murphy said that he was planning on addressing it at the next meeting on December 19th and that he would have a report on the incident spoken about along with some alternative approaches for the future.

Schneemann asked about the Farmington Road Streetscape Project. Austin Downie of OHM spoke of the issues, the cement shortage and its effect on timing, and why it is later than they wanted right now. He also talked about the Maxfield project and Thomas and School streets needing to be upgraded. Murphy indicated that he would like to have a special meeting in December for the topic. Schneemann also asked the DDA to be more forthcoming with information about Streetscape progress.

LaRussa asked Downie more about the street opening/closing. LaRussa wants more discussion about MDOT cost recovery for the delays. He also asked about a comprehensive update for a planning session priority list. He was concerned and asked Murphy about how the administration tracks priorities and projects to be sure nothing falls by the wayside. Murphy reminded him that there was a review and adjustment of the Council work plan every two years. LaRussa asked to have a report of what the current priorities are and when they are reported to Council.

Taylor asked for quarterly updates on the status of the Council work plan, beginning with one for the end of 2022. LaRussa again asked for more reporting and preparation on the part of the administration. He felt that this is a systemic issue with follow up, preparedness, attention to detail, the ability to answer questions, getting detailed answers when they have been committed to be submitted. He was concerned we have overwhelmed our system with a lot of follow up for many programs. He said if the amount of activity needs to be reduced to what the system can handle or if we need a new system to make sure we are following up to the level of detail that matches the things we have going on, he would gladly accept a delay in response. He spoke about prioritizing and systemic issues and was reminded that staffing has not increased to handle a larger load. Discussion followed.

Balk stated that all those who responded to the incident spoken about at Public Comment were highly competent and well equipped and well trained.

10. ADJOURNMENT

Move to adjourn the meeting.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Balk, Councilmember
SECONDER:	Taylor, Councilmember

Meeting adjourned 8:50 p.m.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:

**To view approved documents, please see the Agenda Packet link that is relevant to this meeting at <http://farmgov.com/City-Services/Government/Agendas-and-Minutes/City-Council.aspx> or contact the City Clerk.

Farmington City Council Agenda Item	Council Meeting Date: December 19, 2022	Item Number 3C	
Submitted by: Chris Weber, Director of Finance and Administration			
<u>Agenda Topic</u> Farmington Monthly Payments Report – November 2022			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – November 2022			
<u>Background</u> See attachment			
<u>Materials Attached</u> AP Monthly Payments Report 11/30/2022			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF NOVEMBER 2022

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 353,781.99
202	MAJOR STREET FUND	\$ 6,758.63
203	LOCAL STREET FUND	\$ 351,605.38
285	AMERICAN RESCUE ACT	\$ 5,262.86
401	CAPITAL IMPROVEMENT MILLAGE	\$ 271,631.04
592	WATER & SEWER FUND	\$ 542,063.24
595	FARMINGTON COMMUNITY THEATER FUND	\$ 21,006.87
640	DPW EQUIPMENT REVOLVING FUND	\$ 15,223.29
701	AGENCY FUND	\$ 1,122.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 6,662.85
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,575,118.15
136	47TH DISTRICT COURT FUND	\$ 103,844.57
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 10,314.90
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 114,159.47
	TOTAL PAYMENTS ISSUED	\$ 1,689,277.62

A detailed Monthly Payments Report is on file in the Treasurer's Office.

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF NOVEMBER 2022

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment	3,469.51
Agency Tax	Oakland County	Tax Payment	8,757.80
Agency Tax	Farmington Comm. Library	Tax Payment	499.21
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	266,707.10
General Fund	Federal Gov't	W/H & FICA Payroll	93,008.11
General Fund	MERS	October Transfer	99,449.19
General Fund	MERS HCSP	October Transfer	5,572.04
General Fund	MERS	457 Plans - City & Dept. Head	23,367.45
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,990.60
	TOTAL CITY ACH TRANSFERS		502,821.01
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	88,706.96
Court Fund	Federal Gov't	W/H & FICA Payroll	30,251.18
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,479.18
Court Fund	Mission Square	Health Savings/401 Accounts	11,382.31
	TOTAL OTHER ENTITIES ACH TRANSFERS		131,819.63



Farmington Public Safety Department

Public Safety Interim Director Bob Houhanisin

November 2022 Public Safety Incidents

Larceny From Auto

On October 31st at approximately 8:00 PM an officer was dispatched to the residence on Violet St for a larceny from auto report. The resident reported that sometime over the night someone broke out their vehicles window and stole their steering wheel. The case is being reviewed by the Detective bureau

Attempted Homicide

On November 1st at approximately 08:10 AM officers were dispatched to the area of Slocum and Farmington for reports of shots fired. Officers arrived to find a victim laying on the ground with serious injuries. Officers treated the victim until advanced life support arrived on scene. The incident is being investigated by the Detective bureau. Currently there is one subject in custody. Two more arrests have been made in this case. This driver of the vehicle has been charged with assault with the intent to murder and the ex-wife of the victim, who has been charged with lying to police during the investigation of a felony.

Flee And Elude

On November 3rd at approximately 11:26 PM an officer observed two vehicles racing north bound on Farmington Road. The officer attempted to stop the vehicles, but the vehicles continued to speed away. The officer terminated his efforts due to safety concerns for the public. A short time later the officer observed one of the vehicles hiding in a downtown parking lot. The driver was arrested for flee and elude.

MDOP

On November 8th, a resident from the 34000 block of Oakland Street reported that their political sign was damaged sometime overnight. No suspect information was provided; therefore, the report was written for documentation.

Distribution of Cocaine

On November 10th, an investigation on the 30000 block of Shiawassee led to the arrest of a 37-year-old male for the distribution of Cocaine. The male was arrested, and the case was turned over to the detective bureau for further investigation.



OWI and Weapons Offense

On November 13th a traffic stop led to the arrest of a 28-year-old male for operating while intoxicated. Further investigation revealed that the driver was also carrying a firearm under the influence. The driver was issued a citation for both offenses and released once sober and below the legal limit.

Attempt UDAA

On November 17th a resident from Farmington Oaks Apartments called to report a larceny from auto LFA; however, investigation revealed that the incident was actually an attempt to steal the vehicle. The resident was alerted by his car alarm and when he checked on his vehicle the suspects fled the area. The suspects were unsuccessful with stealing the vehicle, and the incident was turned over to the detective bureau for further investigation.

MDOP

On November 8th, a resident from the 34000 block of Oakland Street reported that their political sign was damaged sometime overnight. No suspect information was provided; therefore, the report was written for documentation.

Reckless Driving

On November 18th, Farmington Public Safety responded to the 22000 block of Frederick on a report of a white BMW speeding back and forth on the roadway. Officers responded and checked the area; however, the vehicle was not located.

Trespass Complaint

On November 18th, Farmington Public Safety responded to the Dollar General on a report of a disorderly customer. Upon arrival, the manager of Dollar General reported that a customer was belligerent by yelling and swearing at the cashier. At the request of the manager, the customer was advised to leave the business and not return.

Uttering and Publishing

On November 21st, a resident from the 23000 block of Cass reported that they were the victim of a check fraud. Investigation revealed that an unknown suspect stole a check from their mailbox, changed the payee's name and the amount to \$4000 then cashed the check at a local bank. The case was turned over to the Secret Service for further investigation.

Missing Person

On November 20th, Farmington Public Safety responded to Zap Zone on a report of a lost two-year-old. Officers checked the business with employees and were successful in locating the child in the upstairs portion of the building. The child was then returned to their parents on scene.



Larceny From Auto

On November 28th at approximately 11:30 AM a Citizen called to report that the catalytic converter had been stolen from their vehicle. The vehicle was parked overnight in a business parking lot off 9 Mile Road. Officers were unable to locate any camera footage of the incident.

Warrant Arrest

On November 29th at approximately 03:00 AM a Farmington Officer conducted a traffic stop for speed in the area of Grand River and Farmington. It was later determined that the driver of the vehicle had outstanding warrants out of another jurisdiction. The driver of the vehicle was taken into custody and turned over to the jurisdiction holding the warrant.

Attempt Breaking and Entering

On 12/01/2022 A local business owner called to report that over the night someone attempted to gain entry into their store by breaking the glass to the front of the business. The owner reported that the suspect was unable to gain entry and was most likely spooked off by the alarm system activating. The business owner reported that the suspect is a white male approximately 5'8, 175 pounds and has a goatee. Detectives made were called to the scene to process evidence.

Larceny From a Building

On December 4th at approximately 12:55 PM a resident called to report that their package had been stolen. The resident reported that they received a delivery notification that their package had been delivered to a local apartment building. The resident advised that they spoke with a neighbor who picked up the package and brought it inside the locked vestibule. When the resident arrived to pick up the package the package was gone. Officers checked the area but were unable to locate any surveillance video.

Monthly crime statistics are currently unavailable due to technical difficulties with CLEMIS.



Farmington City Council Staff Report	Council Meeting Date: Dec. 19, 2022	Item Number 3E
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Board and Commission Reappointments		
Proposed Motion: NA – consent agenda <ul style="list-style-type: none">• Reappoint Aimee Zebko to the Board of Review for a term ending Dec. 31, 2025• Reappoint Susan Lover and Tim Prince to the Pathways Committee for terms ending Dec. 31, 2024		
Background: Pathways Committee Chair Susan Arlin did not seek reappointment.		
Materials:		

Farmington City Council Staff Report	Council Meeting Date: 12/19/22	Item Number 3F
Submitted by: Walt Gajewski, Manager, Farmington Farmers & Artisans Market		
Agenda Topic: Calendar Dates for the 2023 Market Season		
Proposed Motion: Action requested to approve the 2023 farmers market season beginning Saturday, May 6 th through Saturday, October 28 th with a provision (weather and farms permitting) to extend and additional week through Saturday, November 4. Operating hours for each week remains unchanged at 9 a.m. – 2: p.m.		
Background: The farmers market looks forward to opening its 30 th season of community service in 2023. As such, the market’s manager is requesting consent of proposed dates at this time, in order to facilitate distribution/processing of applications, rally sponsor support along with integration of the 2023 marketing/promotional plans, with associated budget projections. Council consent is integral to the above initiatives.		
Materials:		

**Farmington City Council
Staff Report**

Council Meeting
Date: December 19, 2022

**Item
Number
3G**

Submitted by: Bob Houhanisin, Director of Public Safety

Agenda Topic: Emergency Operations Support Plan

Proposed Motion: Consent Agenda

Background: The City of Farmington last elected to be incorporated into the Oakland County Emergency Management Program in January of 2018. By becoming part of the county emergency management program, the City of Farmington and Oakland County have certain responsibilities to each other. This Emergency Operations Support Plan has been developed to identify the responsibilities between the City of Farmington and Oakland County regarding emergency management activities. It also provides for City of Farmington government agencies to respond to various types of emergencies or disasters that affect the community. This support plan is to be used in concurrence with the County Emergency Operations Plan as it is a supporting document. The support plan will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan. Review and passage of this support plan through a resolution must be accomplished every four years.

Materials: Emergency Operations Support Plan
Proposed Resolution

City of Farmington

Emergency Operations Support Plan

A Support Plan to the Oakland County Emergency Operations Plan

December 19th, 2022

TABLE OF CONTENTS

Signature Page

Introduction to the Plan	1
Purpose	1
Scope.....	1
Plan Maintenance and Implementation	1
Emergency Management Program Oversight.....	1
Basic Information	2
Community Profile	2
Emergency Management Authority.....	2
Response Resources.....	2
Emergency Management Organization	3
General Emergency Management Guidelines	5
Emergency Response Procedures	6
Addenda: Emergency Action Guidelines	8
Attachment A: Direction and Control.....	9
Attachment B: Fire Services.....	10
Appendix 1: Hazmat Response Procedures.....	11
Attachment C: Law Enforcement	12
Attachment D: Warning and Communications.....	13
Attachment E: Public Information.....	14
Attachment F: Damage Assessment	15
Attachment G: Public Works.....	16
Appendix 1: Hazmat Response Procedures.....	17
Attachment H: Emergency Medical Services.....	18
Attachment I: Human Services.....	19
Appendix 1: Resources and Support Services.....	20
Attachment J: Debris Management.....	21
Plan Distribution & Maintenance	22
Record of Changes.....	22
Authorities and References.....	23

SIGNATURE PAGE

Date: December 19th, 2022

To all Recipients:

Transmitted herewith is the Support Emergency Operations Plan for the City of Farmington in support to the Oakland County Emergency Operations Plan. The plan provides a framework for the City to use in performing emergency functions before, during, and after a natural disaster, technological incident, hostile attack or other emergency.

This plan was adopted by the Farmington City Council under Resolution No. 12/19/2022 dated December 19,2022. It supersedes all previous plans.



December 19th, 2022

Signature of Chief Executive Official

Date

CITY OF FARMINGTON

INTRODUCTION TO THE PLAN

I. Purpose

City of Farmington has elected to be incorporated into the Oakland County Emergency Management Program. By becoming part of the county emergency management program, the City of Farmington and Oakland County have certain responsibilities to each other. This Emergency Operations Support Plan has been developed to identify the responsibilities between the City of Farmington and Oakland County in regards to emergency management activities. It also provides for the City of Farmington government agencies to respond to various types of emergencies or disasters that affect the community. This support plan is to be used in concurrence with the County Emergency Operations Plan as it is a supporting document. The support plan will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan. Review of this support plan shall be accomplished every four years.

II. Scope

This plan is a flexible document in which changes from the content of the plan may occur due to unique nature of emergencies. Each agency that has a supported role in this plan or its elements should have developed Standard Operating Procedures (SOP) which provides systematic instructions for accomplishing assigned functions. In addition to supporting emergency preparedness and response efforts, the local government also conducts other activities such as personnel training, participating in exercises, encouraging chronic disease prevention techniques; educating the public on awareness activities, and the use of appropriate land use planning decisions for mitigation and prevention purposes as well. Through this plan, the City of Farmington continues to implement the National Incident Management System, participating in efforts to provide an effective and efficient incident management operation.

III. Plan Maintenance and Implementation

The plan has been developed together with local community and county officials to ensure consistency within the county emergency management program documents. The plan is required to be approved by the City of Farmington every four years, or whenever the CEO changes and is to be forwarded to the County Emergency Management Office. Upon approval, it will be implemented, tested through exercises in concurrence with County officials, and reviewed/updated to maintain currentness with the County Emergency Operations Plan.

This plan has been provided to all municipal agencies, elected officials and the county emergency management office.

IV. Emergency Management Program Oversight

The City of Farmington has appointed the Director of Public Safety to serve as the municipal emergency management liaison responsible for working with the County Emergency Management Coordinator in matters pertaining to emergency management. Pursuant to the requirements in P.A. 390, of 1976, as amended, Section 19, Oakland County has adopted a resolution that incorporates the City of Farmington into its emergency management program, which is necessary for diaster assistance.

CITY OF FARMINGTON

BASIC INFORMATION

I. Community Profile

The City of Farmington is situated in the southwest section of Oakland County. The community has a population of 10,423 residents. Of this number, approximately 16% are identified as individuals with functional needs. Many of these individuals reside in congregate care centers, but others reside in non-group homes where help is provided as needed or on-call. The city's major industry is mixed retail, employing approximately 700 people.

According to the County's Hazard Mitigation Plan, the community is most vulnerable to natural disasters. Areas within the community which are more of a concern as a result of these hazards include Farmington Place Apartments and Medilodge of Farmington. More information regarding hazard vulnerability can be found in the County's Hazard Mitigation Plan/Analysis.

Within the community, there are approximately three (3) sites that contain substantial quantities of hazardous substances. Of these sites, one (1) contains extremely hazardous substances (AT&T building Grand River & Power Rd). Pursuant to SARA Title III, off-site emergency response plans have been developed by the Oakland County Local Emergency Planning Committee (LEPC) to prepare the public safety department(s) to respond to the specific extremely hazardous substances on the sites. In addition, the owners of the sites have reported the types of hazardous substances that are housed on-site, as required by the Emergency Planning and Community Right-To-Know Act.

II. Emergency Management Authority

Pursuant to P.A. 390 of 1976, as amended, the municipal CEO, City Manager, may declare a local state of emergency for the City of Farmington. In the CEO's absence, pursuant to local legislation, the Director of Public Safety is authorized to declare the local state of emergency as well. Upon a declaration, PA 390 also authorizes the CEO to issue directives, such as restrictions to travel on local roads. The local declaration activates this emergency plan as well as the emergency operations center to conduct activities to ensure the safety of people, property, and the environment.

By resolution 12/19/2022, the City of Farmington has adopted the National Incident Management System as the standard for incident management for all-hazards. Through the adoption, the City continues to implement the concepts of the NIMS through training, planning, and exercising activities.

III. Response Resources

The city of Farmington maintains two (2) departments (Department of Public Safety & Department of Public Works) responsible for providing public safety and welfare to the community. The two departments are comprised of qualified emergency personnel, and maintain equipment capable of responding to emergencies. A list of resources that the departments use for emergency situations can be requested through the municipal emergency management liaison. Under circumstances, if the incident requires additional resources beyond the capability of the City of Farmington, the CEO may enact mutual aid, or it may be necessary to request county assistance through proper procedures.

IV. Emergency Management Organization

The City of Farmington emergency management organization consists of two (2) departments responsible for conducting activities in response to emergencies within the community. These departments have been assigned to specific emergency functions which the municipality has identified as necessary in order to provide an effective response to secure the safety of people, property, and the environment. Each agency is responsible for implementing pre-disaster activities to help prevent and/or prepare for various hazards that the community is vulnerable to such as: chronic diseases, flooding, hazardous material spills, inclement weather, tornadoes, and public disturbance; a more precise list can be found in the County's Hazard Mitigation Plan/Analysis. Prevention and preparedness activities include: awareness training, exercising, hygienic practices to prevent spreading of infectious diseases, stockpiling equipment, and educating people to self-care in an emergency.

The Director of Public Safety serves as the incident manager for municipal coordination. At his/her side includes the emergency management liaison (Deputy Director), a planning chief (Commander), finance chief (City Treasurer), operations chief (Fire Marshal), and logistics chief (Public Works Supervisor). The operations chief is responsible for coordinating the individual emergency functions assigned by agencies.

The table lists the functions, assigned agencies, primary point of contact, and phone number.

Function	Agency	Primary Contact	Phone
Direction and Control	Department of Public Safety	Paul Houhanisin Director	248-669-5138
Fire Services	Department of Public Safety	Paul Houhanisin Director	248-669-5138
Law Enforcement	Department of Public Safety	Paul Houhanisin Director	248-669-5138
Warning and Communications	Department of Public Safety	Paul Houhanisin Director/or Designee	248-669-5138
Public Information	Department of Public Safety	Paul Houhanisin Director/or Designee	248-669-5138
Damage Assessment	City Manager's Office/ Director Economic Development	Director Kevin Christiansen	248-669-5126
Public Works	Farmington Department of Public Works	Charles Eudy Public Services Supervisor	248-699-5112
Emergency Medical Services	Department of Public Safety	Paul Houhanisin Director	248-669-5138
Human Services	Department of Public Safety	Paul Houhanisin Director	248-669-5138
Debris Management	Farmington Department of Public Works	Charles Eudy Public Services Director	248-699-5112

Line of Succession

The following is a list of the 2nd and 3rd alternates for each agency identified in the plan to maintain the emergency tasks assigned.

Agency	2 nd Alternate	3 rd Alternate
Department of Public Safety	Commander Todd Anderson	Commander Andrew Morche
Department of Public Works	Asst Superintendant Joshua Leach	
Agency	4 th Alternate	5 th Alternate
Department of Public Safety	Commander Patrick Spelman	Commander Shane Wash

CITY OF FARMINGTON

GENERAL EMERGENCY MANAGEMENT GUIDELINES

The following guidelines are general to the municipality, all agencies, and individuals who have a role in responding to an emergency within the community and coordinated by the City of Farmington. Being that emergency planning is a work in progress, guidelines are continuously reviewed and modified due to the situation and complexity of incidents.

- a) Report to the local Emergency Operations Center (EOC) when activated for scheduled exercises or disasters, or delegate another individual to staff the EOC and implement the plan.
- b) Implement mutual aid agreements or contracts with other organizations to supplement local resources that have been exhausted.
- c) Ensure compliance with this plan and the county Emergency Operations Plan (EOP), and any pertinent procedures and documents issued, which impact the provision of emergency services in the municipality.
- d) Train department emergency personnel in emergency management functions and NIMS/ICS concepts.
- e) Assist in the development, review and maintenance of the plan and of the County EOP.
- f) Develop and maintain standard operating procedures for specific functions or actions identified in the plan.
- g) Maintain a list of resources available by the departments/agencies.
- h) Protect records and other resources deemed essential for continuing government functions and each agency's emergency operations in accordance to procedures and policies.
- i) Establish mutual aid agreements and/or contracts with other jurisdictions/entities to supplement municipal resources.
- j) Establish a system of coordination, such as the incident command system, within the EOC. Field operations, however, are required to use the incident command system.
- k) Participate in the review and update of this emergency operations plan, in accordance to a schedule identified by the municipal emergency management liaison and the county emergency management coordinator.
- l) Adapt and provide printed emergency management materials and verbal messages to those who are vision impaired, non-English speaking, or deaf/hard of hearing.
- m) Conduct pre-disaster public awareness activities including education classes, self-care guidelines, communications plans, and protocols.
- n) Make recommendations to the CEO regarding protective actions.
- o) Utilize MI-CIMS or other systems to record and log significant events throughout the duration of the emergency, as well as the decisions made by the incident commander and municipal CEO.
- p) Continuously conduct emergency planning activities as it is a work-in-progress, periodically being reviewed and updated.
- q) All emergency response agencies are considered to be available to respond.

CITY OF FARMINGTON

EMERGENCY RESPONSE PROCEDURES

The following are procedures that the City of Farmington conducts and coordinates with the county in response to a local state of emergency.

- a) Ensure that the municipal emergency response agencies, elected officials and the county emergency management coordinator are notified of the situation.
- b) Municipal agencies assess the nature and scope of the emergency or disaster.
- c) If the situation can be handled locally, do so, using the following sequenced guidelines:
 - a. The emergency management liaison advises the CEO and coordinates all emergency response actions.
 - b. The CEO declares a local state of emergency and notifies the county emergency management coordinator of this action; a written local state of emergency declaration is forwarded to the county within 72 hours of the on-set of the emergency/disaster event.
 - c. The Director of Public Safety activates the Emergency Operations Center (EOC). The EOC is located at Department of Public Safety 23600 Liberty. If this location is unavailable an alternate location is at Department of Public Works 33720 Nine Mile Road. If this location is unavailable, the Director of Public Safety and the CEO will determine the appropriate location for the EOC.
 - d. Emergency response agencies are notified through smart-messaging or telephone, by the Director of Public Safety to report to the EOC.
 - e. The CEO directs departments/agencies to respond to the emergency situation in accordance to each agency's functional guidelines indicated in the attachments to this plan.
 - f. The CEO issues directives as to travel restrictions on local roads and recommends protective actions from the commanding agency. Protective action recommendations will be based on weather forecasting and if the incident complexity increases due to inability to respond rapidly and with a "ready" supply of resources to mitigate the incident.
 - g. Notify the public of the situation, through the Public Information Official, and takes appropriate actions.
 - h. Keep the county emergency management coordinator informed of the situation and actions taken.
- d) If municipal resources become exhausted or if special resources are needed, request county assistance through the county emergency management coordinator.
- e) If assistance is requested, the county emergency management coordinator assesses the situation and makes recommendations on the type/level of assistance. The County may also take the following steps:

1. Activate the County Emergency Operations Center
 2. Activate the County Emergency Operations Plan
 3. Respond with county resources as requested
 4. Activate mutual aid agreements
 5. Coordinate county resources with municipal resources
 6. Notify Michigan State Police/Emergency Management & Homeland Security District (MSP/EMHSD) Coordinator
 7. Develop a jurisdiction situation report and a damage and injury assessment report via MI-CIMS and submit to the MSP/EMHSD
 8. Assist the municipality with prioritizing and allocating resources
- f) If county resources are exhausted, the county makes a request to the Governor to declare a state of emergency or state of disaster in accordance with procedures set forth in PA 390, as amended. The county shall not request state assistance or a declaration of a state of disaster or a state of emergency unless requested to do so by the CEO of City of Farmington if the situation occurs solely within the confines of the municipality.
- g) If state assistance is requested, the MSP/EMHSD District Coordinator, in conjunction with the county emergency management coordinator and municipal emergency management liaison, assess the disaster or emergency situation and recommend the necessary resources that are required for its prevention, mitigation, or relief efforts.
- h) After completing the assessment the MSP/EMHSD District Coordinator immediately notifies the State Director of Emergency Management and Homeland Security of the situation.
- i) The State Director of Emergency Management and Homeland Security notify the Governor and make recommendations.
- j) If state assistance is granted, procedures are followed in accordance with the Michigan Emergency Management Plan and the County Emergency Operations Plan.

ADDENDA

CITY OF FARMINGTON

EMERGENCY ACTION GUIDELINES

The following attachments provide guidelines for each function that has been assigned to the agencies in response to an emergency or disaster situation.

- Attachment A: Direction and Control
- Attachment B: Fire Services
- Attachment C: Law Enforcement
- Attachment D: Warning and Communications
- Attachment E: Public Information
- Attachment F: Damage Assessment
- Attachment G: Public Works
- Attachment H: Emergency Medical Services
- Attachment I: Human Services
- Attachment J: Debris Management

Each agency assigned is responsible for maintaining the guidelines, as well as approving any changes to the guidelines or changes in the official responsible for implementation.

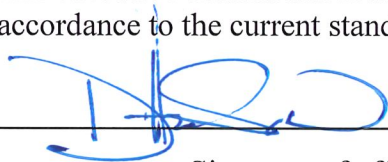
DIRECTION AND CONTROL

The **Public Safety Director**, with support from the Emergency Management Liaison, is responsible for directing and controlling emergency management operations. The following guidelines represent a checklist of actions that the CEO and liaison must consider for providing an effective response to an emergency or disaster situation.

Functional Guidelines:

- a) Issue orders and directives, i.e., travel restrictions, and recommend protective actions to be taken by the general public.
- b) Declare a local state of emergency or disaster and notify the county emergency management office.
- c) Generate and disseminate information to the public via the Public Information Officer.
- d) Provide for continuity of operations.
- e) Activate and maintain the local emergency operations center.
- f) Seek federal post-disaster funds, as available, as well as pre-disaster assistance.
- g) Maintain record of activity regarding decisions on emergency actions.
- h) Review and evaluate assessment data.
- i) Maintain liaison with state and federal officials.
- j) Coordinate with County officials in response and recovery efforts.
- k) Coordinate and conduct information sharing activities to identify potential and enacted WMD or terrorism activities, and mobilize and direct resources in response to such incidents.
- l) Prepare and maintain an emergency plan for the municipality subject to the direction of elected officials; review and update as required.
- m) Develop and maintain a trained staff and current emergency response checklists appropriate for the emergency needs and resources of the community.
- n) Coordinate with State and federal officials in collecting and sharing terrorism related information.

The executive official has reviewed and approves the assigned guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/19/2022

Date

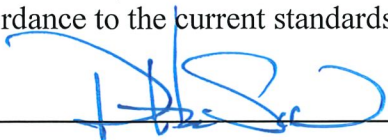
FIRE SERVICES

The **Public Safety Department**, is responsible for fire service activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Functional Guidelines:

- a) Provide command level representatives to the EOC and Unified Incident Command Post, when activated.
- b) Coordinate fire and search and rescue services with appropriate personnel at the County Emergency Management Agency; including assistance to regional specialty teams such as, but not limited to the Incident Management Team, Regional Response Team, MUSAR, and BOMB Squad.
- c) Coordinate with County EMC and the State of Michigan in the decontamination and monitoring of affected citizens and emergency workers after exposure to CBRNE hazards.
- d) Assume primary responsibility for emergency alerting of the public.
- e) Assist with evacuation of affected citizens, especially those who are institutionalized, immobilized or injured.
- f) Provide resources for fire services response and rescue operations.
- g) Assist in salvage operations and debris clearance.
- h) Advise elected officials about fire and rescue activities.
- i) Conduct safety analysis of the emergency, inform and recommend corrections to the CEO.
- j) Respond to hazardous materials spills in accordance to the procedures in Appendix 1 below.
- k) Assist in search and rescue operations.
- l) Assist in searching for bombs and/or explosive devices in connection with WMD events.

The public safety official has reviewed and approves the assigned guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/19/2022

Date

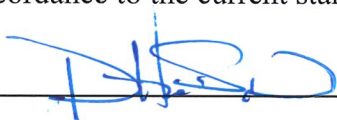
FIRE SERVICES

HAZMAT RESPONSE GUIDELINES

The **Public Safety Department** is responsible for the response to hazardous materials spills. Response will be acted in accordance to the following procedures:

- a) Assume incident command upon arrival at the scene.
- b) Establish scene security or coordinate with other available agencies to establish scene security.
- c) Monitor and evaluate environmental health risks or hazards from hazardous materials releases.
- d) Inspect possible sources of contamination.
- e) Provide technical assistance and liaison with other appropriate agencies or organizations for the remediation of hazardous waste releases and other contamination sources.
- f) Disseminate information to the Emergency Operations Center Public Information Officer on hazardous material releases issues.
- g) Make protective action recommendations based on severity and complexity of incident type.
- h) Ensure PPE is fit-tested to responders.
- i) Prior to proceeding with cleanup, analyze and evaluate the safetiness of the spill and contamination by a certified Safety Officer/technician.
- j) Decontaminate equipment and gear.

The fire services official has reviewed and approves the assigned guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/19/2022

Date

LAW ENFORCEMENT

The **Public Safety Department**, is responsible for law enforcement activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Functional Guidelines:

- a) Develop and maintain procedures for the public safety department.
- b) Coordinate security and law enforcement services; with appropriate personnel at the County Emergency Operations Center.
- c) Establish security and protection of critical facilities.
- d) Provide traffic and access control in and around affected areas.
- e) Assist with emergency alerting and notification of threatened populations.
- f) Assist with the evacuation of affected citizens, especially those who are institutionalized, immobilized or injured.
- g) Perform search and rescue operations.
- h) Implement any curfews ordered by the CEO.
- i) Provide access control to affected areas.
- j) Provide emergency assistance to persons with functional needs.
- k) Assist the medical examiner with mortuary services.
- l) Coordinate urban search and rescue activities.
- m) Investigate incident and provide intelligence information to state and federal officials.

The law enforcement official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/19/2022

Date

WARNING AND COMMUNICATIONS

The **Public Safety Department** is responsible for warning and communications activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Warn the following individuals via telephone, email, or smart messaging.
 - Municipal Chief Executive
 - Municipal Emergency Management Liaison
 - County Emergency Management Coordinator
 - Municipal Emergency Operations Center representatives
- b) Ensure all agencies represented in the municipal Emergency Operations Center have communications to their staff at their department offices and at the incident site. This equipment consists of radios, telephone, cell phones, pagers, LEIN, or MDC.
- c) Establish communications with the county Emergency Operations Center if activated. The communications equipment available for this link is LEIN, telephone, fax, pagers.
- d) Establish communications with the Incident Command Post, if established.
- e) Ensure the public warning system provides notification to functional needs populations identified in the community, i.e., elderly, hearing impaired, non-English speaking, and others. The system consists of Oakland County “OakAlert” Sirens, Nixle, Southwest Oakland Cable Commission (SWOCC), door-to-door, email alert and social media.
- f) Contact and warn special facilities and locations, such as schools, hospitals, nursing homes, major industries, institutions, and place of public assembly. The methods of warning and contacting these locations consist of personal contact, Nixle, telephone, or telephone fan out.

The Director of Public Safety has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county’s emergency plan.



Signature of official

12/19/2022

Date

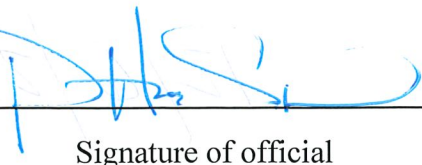
PUBLIC INFORMATION

The **Director of Public Safety or his/her designee**, is responsible for public information activities. The following guidelines represent a checklist of actions that the Public Information Official must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Function as the sole point of contact for the news media and public officials.
- b) Collect information from municipal emergency response agencies located in the emergency operations center and other locations.
- c) Prepare news releases/instructional information to be disseminated to the local media, considering how to communicate to non-English speaking populations.
- d) Conduct press tours of disaster area(s) within the community.
- e) Establish a Joint Information Center at a facility to be determined appropriate to the situation, to become the central point from which news releases are issued.
- f) Establish and maintain contact with the County Public Information Official if the County's Emergency Operations Plan is activated.
- g) Coordinate public information activities with the county Public Information Officer if the County Emergency Operations Center is activated.
- h) Assist the county in establishing a joint information center (JIC).
- i) Assist the county with establishing a Rumor Control Center.
- j) Assist the municipal emergency management liaison in developing and distributing education material on the hazards that face the municipality.
- k) Develop and maintain Emergency/Public Information procedures.
- l) Maintain a log and file of all information released to the media.

The Director of Public Safety has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/19/2022

Date

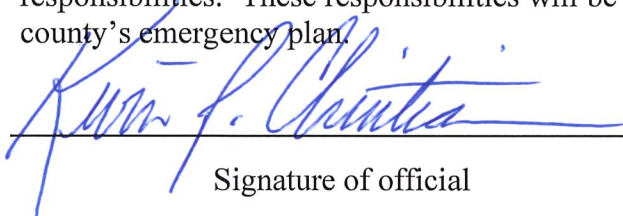
DAMAGE ASSESSMENT

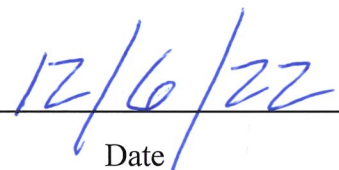
The **Planning and Building Department Director**, is responsible for damage assessment activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Record initial information from first responders such as law enforcement, fire services, and public works.
- b) If necessary, activate the damage assessment team which consists of the following agencies:
 1. **Planning and Building Department Director** - responsible for public damage assessment
 2. **Planning and Building Department Director** - responsible for individual damage assessment
- c) Provide information to the municipal Emergency Management Liaison. The Liaison will then provide assessment data to the county for preparation of a jurisdictional situation report via MI-CIMS.
- d) If the situation warrants, assist the municipal CEO with the preparation of a local state of emergency declaration and forward to the County Emergency Management Coordinator.
- e) Prepare a request for county assistance in conjunction with the municipal emergency management liaison.
- f) Plot damage assessment information on status boards in the municipal Emergency Operations Center.
- g) Record all expenditures for municipal personnel, equipment, supplies, services, etc., and track resources being used.
- h) Prepare reports for the municipal public information official.
- i) Collect information and forward to the County so that the county can complete the Damage and Injury Assessment information through the jurisdiction's situational report via MI-CIMS.

The **Planning and Building Department Director** has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.


Signature of official


Date

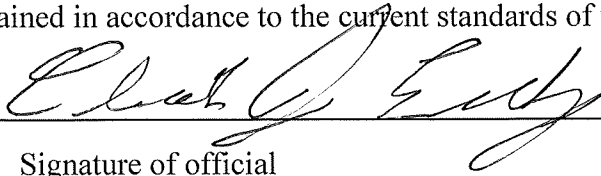
PUBLIC WORKS

The **Public Works Department** is responsible for damage assessment activities. The following guidelines represent a checklist of actions that department officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Maintain transportation routes.
- b) If necessary, coordinate activities designed to control the flow of flood water, including sandbagging, emergency diking, and pumping operations.
- c) Coordinate travel restrictions/road closures within the municipality.
- d) Identify evacuation routes.
- e) Provide emergency generators and lighting.
- f) Assist in conjunction with Public Safety with traffic control.
- g) Assist in conjunction with Public Safety with access control.
- h) Assist with urban search and rescue activities, i.e., persons trapped in damaged buildings or under heavy debris/objects, etc.
- i) Assist private utilities with the shutdown and restoration of gas and electric services.
- j) Assist with transportation of essential goods, i.e., food, medical supplies, etc.
- k) As necessary, establish a staging area for public works.
- l) Report damage information to the Damage Assessment Team.
- m) If necessary, assist with damage surveys for the federal public assistance grant program.
- n) If the county Emergency Operations Center is activated, establish and maintain contact with the person representing public works.
- o) Notify Law Enforcement of the location(s) of disabled vehicles.
- p) Inspect critical infrastructure and other public utilities for safety.

The public works official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/16/22

Date

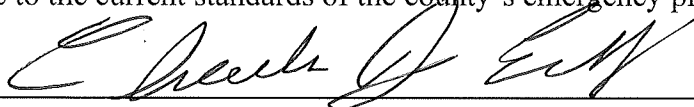
PUBLIC WORKS

HAZMAT RESPONSE GUIDELINES

The **Public Works Department** will support the Public Safety Department in response efforts according to the following:

- a) Assist the fire department in the cleanup of contaminated soils and transport to appropriate dump sites.
- b) Evaluates inland water conditions and make recommendations to the irector of Public Safety on response actions.
- c) Provide heavy equipment and diking materials to support the Fire Department's response hazardous to materials incidents.
- d) Advise the incident commander of any safety concerns.
- e) Ensure personnel use adequate personal protection equipment.
- f) Decontaminate equipment and gear.

The public works official has reviewed and approves these guidelines. These will be maintained in accordance to the current standards of the county's emergency plan.



12/16/22

Signature of official

Date

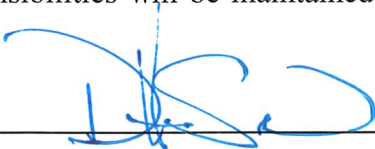
EMERGENCY MEDICAL SERVICES

The **Director of Public Safety or his/her designee** is responsible for emergency medical service activities. The following guidelines represent a checklist of actions that agency officials must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Evacuate nursing homes, hospitals, and other medical facilities.
- b) Assist with decontamination.
- c) Coordinate and provide emergency medical care to victims.
- d) Establish a staging area for emergency medical equipment.
- e) Identify a facility to be used as a temporary morgue if necessary.
- f) Coordinate with hospitals and shelter managers to staff medical teams at shelters.
- g) When appropriate, coordinate field units' participation in damage assessment activities.
- h) Ensure that emergency medical teams responding on-scene have established an on-scene medical command post and a medical commander.

The emergency medical official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/19/2022

Date

HUMAN SERVICES

The **Director of Public Safety or his/her designee** will serve as the Human Services Liaison and is responsible for human services activities. The liaison will coordinate and/or keep informed regarding human services activities occurring within the municipality. In addition, they will coordinate with County & other Human Service Agencies. The following guidelines represent a checklist of actions that the liaison must consider for providing an effective response to an emergency or disaster situation.

Emergency Guidelines:

- a) Coordinate activities of municipal agencies/departments to insure that human services are provided.
- b) Coordinate the provision of transportation for evacuation.
- c) Open and manage shelters in the municipality.
- d) Set up canteen (s) to feed emergency workers in the municipality.
- e) Provide food to municipality workers and victims of disaster residing in the municipality.
- f) Assist the county with establishing a Rumor Control Center.
- g) Arrange for provision of Crisis Counseling or Critical Incident Stress Debriefing (CISD) for both victims and identified disaster workers.
- h) If the County Emergency Operations Center is activated, establish and maintain contact with the person representing Human Services. If the county Emergency Operations Center is not activated, establish and maintain contact with the county Human Services Official directly at the county Department of Health and Human Services.
- i) Coordinate with ARC and other pertinent organizations for the distribution of emergency clothing for disaster victims.
- j) Coordinate efforts to provide transportation for disaster victims and family reunification. (Consider local school buses, council on aging, canoe liveries, USFS, volunteers, etc.)
- k) When deemed appropriate and safe, family pets will be rescued and transported to a local veterinarian for treatment, housing, and reunification with their families.

The human services official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.



Signature of official

12/19/2022

Date

**HUMAN SERVICES:
RESOURCES AND SUPPORT SERVICES**

TRANSPORTATION RESOURCES	TYPE
Farmington Public Schools	Transportation
Smart Bus	Transportation

SHELTERS	MAXIMUM OCCUPANCY
To be determined as situation dictates with American Red Cross and other agencies.	
Freedom Gateway Center Church – 31590 Grand River	100

FOOD AND FAMILY CARE RESOURCES	TYPE OF SERVICE
To be determined as situation dictates with American Red Cross and other agencies.	food, clothing, counseling

FUNCTIONAL NEEDS CARE SERVICES	TYPE OF SERVICE
To be determined as situation dictates.	equipment, translator, mobility

DEBRIS MANAGEMENT

The Farmington Department of Public Works is responsible for debris management activities. The following guidelines represent a checklist of actions that agency officials must consider for providing an effective response to an emergency or disaster situation.

Guidelines:

Debris Clearance – Occurs in the first 24-72 hours and generally focuses on clearing roadways for emergency vehicles & rescue operations to have unobstructed routes to critical facilities.

- a. Maintain detailed record keeping (critical for possible reimbursement)
 - i. Document all expenses and time involved in the debris removal process
- b. Coordinate with public utilities and waste haulers
- c. Consider how to handle access to private property
 - i. Right-of-entry, hold-harmless agreements
- d. Consider health & safety concerns (obtain detailed safety plans from contractors)
- e. Obtain any necessary permits and/or waivers

Debris Removal – The management and disposal of accumulated debris after life-safety has been addressed.

- f. Consider the following steps in the debris management process:
 - i. Removal
 - ii. Transportation/hauling routes
 - iii. Temporary storage/staging site selection & management
 1. Consider water tables, affected populations, terrain
 - iv. Monitoring/load tickets/weights & measures
 - v. Sorting/Processing
 - vi. Recycling of applicable materials
 - vii. Reduction (Chipping, grinding, burning)
 - viii. Final disposition/landfill or other

The debris management official has reviewed and approves the assigned responsibilities. These responsibilities will be maintained in accordance to the current standards of the county's emergency plan.



Signature of Official



Date

PLAN DISTRIBUTION

This Emergency Operations Plan is provided to all municipal departments. Non-municipal departments may contact the Municipal Emergency Management Coordinator to obtain a copy of the plan. Additionally, this plan will also be provided to the Oakland County Homeland Security Division as support to the Oakland County Emergency Operations Plan. A distribution record will be maintained so as to provide future updates/revisions.

PLAN DEVELOPMENT AND MAINTENANCE

The municipal operations plan will be maintained in accordance with current standards of the Oakland County Emergency Operations Plan (EOP) and in accordance with municipal government guidelines. Deficiencies identified in exercises and actual use, or organizational changes will stimulate revisions to the plan as well. Revisions of the plan will be forwarded to all organizations/agencies assigned responsibilities in the plan. Directors of supporting agencies have the responsibility for maintaining internal plans, Standard Operating Procedures (SOP), and resource data to ensure prompt and effective response to emergencies.

RECORD OF CHANGES

Date of Change	Plan Component	Signature	Date

AUTHORITY AND REFERENCES

State

- a. **Act 390 of 1976, Michigan Emergency Management Act**
- b. **Michigan Emergency Management Assistance Compact**
- c. **Michigan Emergency Management Plan, January 2006 ed.**

Local

- a. **Oakland County Emergency Operations Plan**
- b. **01-16-07 NIMS Resolution, adopted January 16, 2007**
- c. **01-07-015 Support Plan Resolution, adopted January 7, 2015**

**CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN**

**A RESOLUTION OF THE FARMINGTON CITY COUNCIL TO ADOPT
THE CITY OF FARMINGTON EMERGENCY OPERATIONS SUPPORT
PLAN.**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the 19th day of December, 2022, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by _____
and seconded by _____.

WHEREAS, the City of Farmington has elected to be incorporated into the Oakland County Emergency Management Program and that by becoming part of the Oakland County Emergency Management Program, the City of Farmington and Oakland County have certain responsibilities to each other.

WHEREAS, this Emergency Operations Support Plan has been developed to identify the responsibilities between the City of Farmington and Oakland County in regards to emergency management activities.

WHEREAS, the plan provides a framework for the City to use in performing emergency functions before, during, and after a natural disaster, technological incident, hostile attack or other emergency.

WHEREAS, this support plan is to be used in concurrence with the Oakland County Emergency Operations Plan as it is a supporting document.

WHEREAS, the support plan will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan. Review of this support plan shall be accomplished every four years.

NOW, THEREFORE, the Farmington City Council hereby adopts the Emergency Operations Support Plan in support to the Oakland County Emergency Operations Plan.

AYES:

NAYS:

ABSTENTIONS:

STATE OF MICHIGAN)
)ss
OAKLAND COUNTY)

I, Mary J. Mullison, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on the 19th day of December, 2022, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this ____ day of _____, 2022.

Farmington City Council Staff Report	Council Meeting Date: Dec. 19, 2022	Reference Number 3H	
Submitted by: City Manager David Murphy			
Description Consideration of approval of closing documents for purchase of First Church of Christ Scientist, 33825 Grand River Avenue, and approval of Budget Amendment #1.			
Requested Approval of closing documents for purchase of First Church of Christ Scientist, 33825 Grand River Avenue, and approval of Budget Amendment #1 to appropriate the purchase price and closing costs from the City's General Fund.			
<p>Background</p> <p>Attached are the closing documents for the purchase of the First Church of Christ Scientist building, located on the south side of Grand River west of Farmington Road at 33825 Grand River. The purchase price is \$395,000 (plus closing costs). The City is receiving credit for the \$5,000 of earnest money deposited with the title company back in May of this year.</p> <p>While Council did consider the possibility of issuing bonds to fund the purchase, Council ultimately directed the City Administration to prepare this matter for closing with the expectation that the funds to close would come from the City's General Fund.</p> <p>Upon City Council's approval of the attached closing documents and amendment to the City's budget, the Finance Department will transfer the funds to the title company to complete the purchase.</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

Hold Harmless Affidavit for Filing of
Property Transfer Affidavit

City of Farmington, owner of the property located at 33825 Grand River Avenue, Farmington, MI 48335 hereby agree to

- () a. agrees to file the Property Transfer Affidavit with the Assessor's Office at the Municipality
- () b. asks Amrock to file the Property Transfer Affidavit with the Assessor's Office at the Municipality

I agree to hold Amrock Inc. harmless for any loss or damage, including attorney fees, resulting from failure to file said Affidavits.

DATED: _____, 2022

SIGNED:

City of Farmington

By: _____

Its:

By: _____

Its:

NOTE: The Property Transfer Affidavit must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). It is used by the assessor to ensure the property is assessed properly and receives the correct taxable value. It must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer. If it is not filed timely, a penalty of \$20/day (maximum \$1,000.00) applies.

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property	2. County	3. Date of Transfer (or land contract signed)
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		5. Purchase Price of Real Estate
6. Seller's (Transferor) Name		8. Buyer's (Transferee) Name and Mailing Address
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice.		9. Buyer's (Transferee) Telephone Number

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)	

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- Transfer from one spouse to the other spouse
- Change in ownership solely to exclude or include a spouse
- Transfer between certain family members *(see page 2)
- Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)
- Transfer to effect the foreclosure or forfeiture of real property
- Transfer by redemption from a tax sale
- Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- Transfer resulting from a court order unless the order specifies a monetary payment
- Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- Transfer to establish or release a security interest (collateral)
- Transfer of real estate through normal public trading of stock
- Transfer between entities under common control or among members of an affiliated group
- Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.
- Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- Transfer of land with qualified conservation easement (land only - not improvements)
- Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name		
Signature	Date	
Name and title, if signer is other than the owner	Daytime Phone Number	E-mail Address

Instructions:

This form must be filed when there is a transfer of real property or one of the following types of personal property:

- Buildings on leased land.
- Leasehold improvements, as defined in MCL Section 211.8(h).
- Leasehold estates, as defined in MCL Section 211.8(i) and (j).

Transfer of ownership means the conveyance of title to or a present interest in property, including the beneficial use of the property. For complete descriptions of qualifying transfers, please refer to MCL Section 211.27a(6)(a-j).

Excerpts from Michigan Compiled Laws (MCL), Chapter 211

****Section 211.27a(7)(d):** Beginning December 31, 2014, a transfer of that portion of residential real property that had been subject to a life estate or life lease retained by the transferor resulting from expiration or termination of that life estate or life lease, if the transferee is the transferor's or transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the transfer. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subdivision. If a transferee fails to comply with a request by the department of treasury or assessor under this subdivision, that transferee is subject to a fine of \$200.00.

***Section 211.27a(7)(u):** Beginning December 31, 2014, a transfer of residential real property if the transferee is the transferor's or the transferor's spouse's mother, father, brother, sister, son, daughter, adopted son, adopted daughter, grandson, or granddaughter and the residential real property is not used for any commercial purpose following the conveyance. Upon request by the department of treasury or the assessor, the transferee shall furnish proof within 30 days that the transferee meets the requirements of this subparagraph. If a transferee fails to comply with a request by the department of treasury or assessor under this subparagraph, that transferee is subject to a fine of \$200.00.

Section 211.27a(10): "... the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description."

Section 211.27(5): "Except as otherwise provided in subsection (6), the purchase price paid in a transfer of property is not the presumptive true cash value of the property transferred. In determining the true cash value of transferred property, an assessing officer shall assess that property using the same valuation method used to value all other property of that same classification in the assessing jurisdiction."

Penalties:

Section 211.27b(1): "If the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property does not notify the appropriate assessing office as required by section 27a(10), the property's taxable value shall be adjusted under section 27a(3) and all of the following shall be levied:

- (a) Any additional taxes that would have been levied if the transfer of ownership had been recorded as required under this act from the date of transfer.
- (b) Interest and penalty from the date the tax would have been originally levied.
- (c) For property classified under section 34c as either industrial real property or commercial real property, a penalty in the following amount:
 - (i) Except as otherwise provided in subparagraph (ii), if the sale price of the property transferred is \$100,000,000.00 or less, \$20.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$1,000.00.
 - (ii) If the sale price of the property transferred is more than \$100,000,000.00, \$20,000.00 after the 45 days have elapsed.
- (d) For real property other than real property classified under section 34c as industrial real property or commercial real property, a penalty of \$5.00 per day for each separate failure beginning after the 45 days have elapsed, up to a maximum of \$200.00.

Combined Settlement Statement

Seller: First Church of Christ, Scientist, a Michigan non-profit corporation
Purchaser: City of Farmington
Settlement Date: December 08, 2022
Property: 33825 Grand River Avenue, Farmington, MI 48335
Amrock File No.: C000125911

PURCHASER

<u>Description</u>	<u>Expenses</u>	<u>Credits</u>
Purchase Price	\$395,000.00	
Earnest Money		\$5,000.00
Total Credits		<u>\$5,000.00</u>
Title Charges - Amrock, LLC		
Escrow Closing Fee	\$350.00	
Recording & Transfer Fees		
Recording & Service Fee - Amrock Recording	\$125.00	
Total Expenses	<u>\$395,475.00</u>	
Balance Due From Purchaser		<u>\$390,475.00</u>

SELLER

<u>Description</u>	<u>Expenses</u>	<u>Credits</u>
Purchase Price		\$395,000.00
Total Credits		<u>\$395,000.00</u>
Title Charges - Amrock, LLC		
Escrow Closing Fee	\$350.00	
Title Insurance - Amrock, LLC		
Owner: - MI - Owner's Policy Premium Liability Amount \$395,000.00	\$1,862.00	
Recording & Transfer Fees		
Transfer Tax - TBD - Amrock Recording	\$2,962.50	
Total Expenses	<u>\$5,174.50</u>	
Balance Due To Seller		<u>\$389,825.50</u>

PURCHASERS

The parties hereto agree that all water, sewer and utility charges shall be prorated and adjusted between the parties outside of closing. This settlement statement was prepared by Amrock, LLC, as agent for First American Title Insurance Company with information and figures provided and reviewed by Seller and Purchaser. Seller and Purchaser hereby approve the settlement statement and authorize disbursement of funds accordingly. In the event that the figures included herein are in error and/or do not reflect the terms of the Purchase Agreement between Seller and Purchaser then the parties agree that adjustments, including but not limited to additional funds paid or reimbursed as appropriate, will be made post-closing. Seller and Purchaser hereby release and agree to hold Amrock, LLC and First American Title Insurance Company harmless from any and all claims or causes of action relative to the accuracy of the closing figures.

City of Farmington

By: _____

Its:

By: _____

Its:

SELLERS

The parties hereto agree that all water, sewer and utility charges shall be prorated and adjusted between the parties outside of closing. This settlement statement was prepared by Amrock, LLC, as agent for First American Title Insurance Company with information and figures provided and reviewed by Seller and Purchaser. Seller and Purchaser hereby approve the settlement statement and authorize disbursement of funds accordingly. In the event that the figures included herein are in error and/or do not reflect the terms of the Purchase Agreement between Seller and Purchaser then the parties agree that adjustments, including but not limited to additional funds paid or reimbursed as appropriate, will be made post-closing. Seller and Purchaser hereby release and agree to hold Amrock, LLC and First American Title Insurance Company harmless from any and all claims or causes of action relative to the accuracy of the closing figures.

First Church of Christ, Scientist

By: _____
Marlyss Scholl
Its: Chair of The Executive Board

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: Grantor, **First Church of Christ, Scientist, Farmington, Michigan**, a Michigan Non-Profit Corporation, whose address is 33825 Grand River Avenue, Farmington, Michigan 48335, conveys and warrants to:

Grantee, **City of Farmington**, the following described premises situated in the City of Farmington, County of Oakland, and State of Michigan, to wit:

T1N, R9E, SEC 28 FRED M WARNERS ADD LOT A EXC S 343 FT, ALSO 1/2 OF VAC ALLEY ADJ TO SAME, ALSO LOTS 3, 4 & 5, ALSO 1/2 OF VAC ALLEY ADJ TO SAME.

More commonly known as: 33825 Grand River Avenue, Farmington, Michigan 48335.

Tax Parcel No. 20-23-28-205-023

For Three Hundred Ninety-Five Thousand (\$395,000.00) Dollars,

together with all improvements, fixtures, easements and appurtenances, associated with the real estate, subject to easements and use restrictions and zoning ordinances of record, if any, and taxes and assessments that constitute a lien, but are not yet due and payable.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act. The Grantor grants to the Grantee the right to make all divisions under the Land Division Act (M.C.L. 560.101, et seq.).

Dated this _____ day of December, 2022.

Signed and Sealed:

Marlyss Scholl, the President and Chair of The
Executive Board of the **First Church of Christ,
Scientist, Farmington, Michigan**

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On December _____, 2022, before me personally appeared and being duly sworn, Marlyss Scholl, the President and Chair of The Executive Board of the FIRST CHURCH OF CHRIST, SCIENTIST, FARMINGTON, MICHIGAN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public Printed name: _____
Notary Public, Oakland County Michigan
My Commission Expires: _____

The legal description and stated title owner(s) contained herein were supplied by the party(ies), and the draftsman has not examined title to the property and makes no representation respecting title to the property or the Land Division Act, and assumes no responsibility for the accuracy thereof.

Instrument Drafted by: Aaron B. Kendal
Business Address: 4190 Telegraph Rd Ste 3000
Bloomfield Hills MI 48302

Recording fee: \$ _____
Transfer tax: _____
Tax Parcel No. 20-23-28-205-023

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

CITY OF FARMINGTON

RESOLUTION _____

Motion by, _____ seconded by, _____

Budget Amendment No 1

Fund: General Fund

General Government

\$400,000

Reduction of Fund Balance

\$400,000

To provide funding to purchase 33825 Grand River

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the foregoing appropriations provided that said claims and accounts have been lawfully incurred and approved by Council, Board, Commission or other City Officer authorized to make such expenditures, and

BE IT FURTHER RESOLVED that the City Manager shall prepare for the Council a financial report each quarter on the status of City funds as contained within the City budget.

Roll Call:

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED

MARY J. MULLISON, CITY CLERK

I, Mary J. Mullison, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held Monday, December 19, 2020 in the City of Farmington, Oakland County, Michigan.

MARY J. MULLISON, CITY CLERK

Farmington City Council Staff Report	Council Meeting Date: December 19, 2022	Reference Number 6A	
Submitted by: David Murphy, City Manager			
Requested Action Move to ratify City Manager’s appointment of Bob Houhanisin as Public Safety Director in accordance with Article 4.8c of the City Charter			
<p><u>Background</u></p> <p>In accordance with Article 4.8c of the Farmington City Charter, City Manager David Murphy is requesting consent from the City Council of his appointment of Bob Houhanisin as the Public Safety Director. Assuming Mr. Houhanisin’s appointment is ratified, the Public Safety Director’s oath of office will be immediately administered by the City Clerk.</p>			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

Farmington City Council Staff Report	Council Meeting Date: Dec. 19, 2022	Reference Number 7A
Submitted by: City Manager David Murphy		
<p><u>Description</u> Consideration to enter into agreements with Advanced Redevelopment Solutions with Maxfield Training Center Building redevelopment (Brownfield and DDA services).</p>		
<p><u>Requested</u> Approve agreements with Advanced Redevelopment Solutions with Maxfield Training Center Building redevelopment (Brownfield and DDA services), subject to final review of the form of the agreement to be determined by the City Manager and City Attorney, including minor non-substantive amendments.</p>		
<p><u>Background</u></p> <p>Advanced Redevelopment Solutions (Eric Helzer) assisted the City’s Planning Consultant (CIB/Carmine Avantini) with the preparation and evaluation of Request for Proposals (RFP) for the Maxfield Training Center. The City selected Robertson Brothers as the purchaser/developer and entered into an Agreement, which was reviewed by Mr. Helzer on behalf of the City. The Purchase Agreement for the property contemplates that the developer will be seeking Brownfield TIF credits and DDA TIF credits in connection with the redevelopment of the property.</p> <p>Because the City is not only the regulatory agency for development approvals on the property, but is also the owner/seller of the property, the City is in a somewhat unusual position of having to evaluate the requested TIF credits from a couple of different perspectives. Advanced Redevelopment Solutions and Mr. Helzer often represent owners/developers in connection with securing development incentives. The intention behind the City hiring Mr. Helzer during the development process has been to get his perspective on not only the reasonableness and appropriateness of the credits that are likely to be requested by the developer as the project moves forward, but also to ensure that the City and the developer have identified all of the other potentially available credits and/or grants and/or funding sources for the potential public amenities that the City is hoping to have be part of the development.</p> <p>City administration strongly recommends that the City Council continue the relationship with Mr. Helzer through approval of these contracts. His insights and assistance have been helpful through this process and administration expects that to continue. The fees paid to Advanced Redevelopment Solutions are eligible to be reimbursed.</p> <p>The agreements are set up as time and material not to exceed agreements. The amount for the Brownfield services is estimated at \$21,840. The amount for the DDA services is estimated at \$14,400.</p>		

As far as an update on the MTC project, the developer is now “through” the Planning Commission public hearing process. The Planning Commission has recommended the project to the City Council. Under the Purchase Agreement, the developer is obligated to present a Brownfield Plan and a DDA TIF plan to the City at the same time the City Council begins its review of the proposed PUD plan. The timing on these agreements is therefore critical, as Mr. Helzer would be representing the City’s perspective and reviewing those proposed plans prior to consideration by City Council. City staff have been meeting with Mr. Helzer in advance of some expected meeting with the developer right after the new year.

Agenda Review

Department Head	Finance/Treasurer	City Attorney	City Manager
------------------------	--------------------------	----------------------	---------------------

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

ephelzer@msn.com

DECEMBER 6, 2022

Mr. David Murphy, City Manager

City of Farmington

23600 Liberty Street

Farmington, Michigan 48335

Subject: Engagement Letter – Brownfield Activities Incentive Services

Maxfield Training Center Building Redevelopment, 33000 Thomas Street, Farmington, Michigan

Project Contract Number: 220003

Dear Mr. Murphy,

We are pleased that you have engaged Advanced Redevelopment Solutions ("Firm") as your Consultant ("Consultant") to assist the City of Farmington ("Client") with the redevelopment of parcels in Farmington, Michigan ("Property") into a market-rate residential redevelopment project commonly referred to as the Maxfield Training Center Building Redevelopment Project ("Project") which is the subject of this Engagement Letter ("Agreement").

The Project Property that is subject to this Engagement Letter is currently comprised of multiple parcels as follows:

- "Maxfield Training Center Site" totaling 2.99 acres
 - 33000 Thomas Street comprised of two (2) parcels (23-27-152-019 with approximately 2.950 Acres and 23-27-152-017 with approximately 0.040 Acres)
- "City Owned Potential Redevelopment Property" totaling 0.21 acres
 - 33104 Grand River Avenue comprised of one (1) parcel (23-27-154-008 with approximately 0.119 Acres)
 - 33107 Thomas Street comprised of one (1) parcel (23-27-154-004 with approximately 0.091 Acres)

The Property is currently owned by the City of Farmington. Below is a Boundary Map identifying where the Project Property lies within the city.



Through a public request for qualifications and proposals process the Client has selected Robertson Brothers Homes as the preferred developer (“Developer”) for the Project named Hillside Townes and is currently in the process of evaluating the Developer’s Planned unit Development Application and incentive requests submittals. The Developer is planning a multi-building owner occupied Townhome redevelopment including public infrastructure improvements.

The proposed renovation and new construction project will redevelop the vacant, contaminated, blighted and functionally obsolete parcel into a residential redevelopment project bringing new residents and employment into the city’s core downtown. Start of construction for the Project is planned for 2023.

The Project will significantly impact / increase the tax base of the city and its business community.

Due to the immediacy of the Client’s needs, the Client has verbally authorized all Scope of Services as identified in the below which were initiated in May 2022. By the Client’s signed acceptance of this Engagement Letter (“Agreement”), Client engages our Firm’s services to provide select consulting services for the above referenced Project. This letter confirms the scope and related terms of our engagement for the following Client.

- City of Farmington
- Client Authorized decision maker and contact information:
 - Mr. David Murphy, City Manager
 - City of Farmington
 - 23600 Liberty Street
 - Farmington, Michigan 48335
 - Office Phone #: (248) 474-5500 Ext. 2221
 - Email: dmurphy@farmgov.com

OVERVIEW OF SERVICES

Advanced Redevelopment Solutions consulting services provides Incentives Services, Project Financial Support Services, Project Management Site Construction Services (Pad Ready Brownfield Services and Site Development Services), Entitlement Services, Redevelopment Ready Site Services, and Owners Representation Services to its clients throughout the various stages of the development process.

The Project Property has existing buildings and contamination that will need to be dealt with by the Developer as a part of its redevelopment efforts. The incentives that the city is offering to the Developer to support their proposed project include tax increment financing (TIF) to gain access to and use local & state tax increment revenues generated as a result of the redevelopments new taxable value pursuant to the:

- Downtown Development Authority Act, PA 197 of 1975 (DDA TIF).
- Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended (BRA TIF).

As such, the city with the assistance of the Consultant will help facilitate for the Developer the adoption of a Brownfield Plan and Act 381 Work Plan request under a BRA TIF to the State of Michigan for the reimbursement of eligible activity costs to deal with lead and asbestos abatement, demolition of existing building improvements, and addressing environmental contaminants to allow for the successful redevelopment of the Property. Additionally, the Project Property is part of an existing Downtown Development Authority (DDA) and the city will consider the use of its DDA TIF plan toward infrastructure improvements, and possibly other activities, necessary for the Developer’s redevelopment efforts.

Lastly, a Grant and/or Loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) could be sought by the Developer to support Brownfield activities which may become part of the incentives necessary to allow for successful redevelopment of the Property.

This Agreement is specific to the consulting services of Incentives Services related to Brownfield activities described below. Other services discussed will be contracted separately from, or by Addenda to, this Agreement. Services outside of this Agreement include Incentive Services related to supported Downtown Development Authority activities under the DDA TIF.

SCOPE OF SERVICES

Unless otherwise provided in this Agreement, Consultant shall furnish everything necessary to perform the agreed upon services, including, but not limited to, all supervision, personnel, supplies, services and transportation. Consultant shall perform all the services in a careful and competent manner with properly skilled and trained personnel.

Services included under this Agreement are as follows:

Incentives Services – Brownfield Activities
--

This Agreement to provide select Incentives Services engages our Firm in the initial stages of the redevelopment process to assist and support the packaging and process of the applicable incentives for related Project activities that are limited to:

- Brownfield Tax Increment Financing (“Brownfield TIF”) program incentive under the Brownfield Redevelopment Financing Act (PA 381 of 1996, as amended) to gain access to and use local & state tax increment revenues generated as a result of the redevelopments new taxable value.
- Grant and/or Loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

These incentives are available through local and state governmental agencies. Consultant will work to appropriately structure its services based upon the needs of the Client, the willingness of the governmental agencies to participate, the structure and roles of the already selected development team members, and Client’s desires/goals.

Based upon discussions, this Agreement may be amended to provide additional incentives services to allow for the intend development Project.

Task 1 – Brownfield Plan (under the Brownfield Redevelopment Financing Act (PA 381 of 1996, as amended)) Preparation Support

The following tasks will be completed to support the Project’s Brownfield TIF incentive. The estimate provided in the “Fees and Payments” section below for this task are based upon limited activities known at this time. Due to the nature of this task, the type of eligible activity issues the Property consists of and the level of involvement the

Consultant will be called upon to address, it is likely that this task may require extra work and associated costs will be increased through written Addenda.

Task 1A – Facilitation and Meetings {Ongoing}

The Consultant shall provide services of a "Facilitator" for the Project Brownfield TIF incentive. Facilitator will consult Client on the Developer's packaging of the applicable TIF incentive for related Project activities. The Facilitator shall work with an interdisciplinary team of professionals with redevelopment experience. The team will include one or more environmental professionals, engineers, economic development specialists who work with governmental agencies, and other identified stakeholders attempting to bring together the various parties to successfully reach the goal of agreement on redevelopment of the Property.

The work of Consultant as the appointed Facilitator may vary, as necessary to accomplish the goal of the specific redevelopment Project. Therefore, the work may be described in general terms, rather than in detail. The work may include: coordinating with governmental agencies and personnel; coordinating with Brownfield Redevelopment Authority (BRA); developing redevelopment plan approaches; guiding incremental tax capture mechanisms and/or revolving loan fund programs; organizing Client and Developer teams; establishing timelines; providing incentive financial advice on public funding through tax incentives, and; attending meetings. The Facilitator shall: determine which type of work is necessary to accomplish the redevelopment goal; assist in the structuring and closing of the deal between the Client and Developer to allow for redevelopment, and; provide such other and additional services as will, in the opinion of the Facilitator assist in accomplishing the goal in a cost-effective manner.

Task 1B – Engineering & Professional Services {Ongoing}

The Consultant shall review Developer prepared preliminary eligible activity projection scenario for the Project, including review of the engineer's estimate and/or "approved" budget for the Project. This effort will be completed by the Consultant through its work with various Client and Developer representatives such as consultants, engineers, architects, attorneys, and contractors assigned to the Project. Consultant will provide redevelopment support in order to evaluate, identify and qualify specific eligible activity cost estimates that may be reimbursable through the Brownfield Tax Increment Financing ("TIF") program incentive under the Brownfield Redevelopment Financing Act (PA 381 of 1996, as amended). We will also review the level of governmental support for those eligible activities. The qualified eligible activities will be utilized and summarized in the Developer's completed Brownfield Plan document for local approval, as outlined in the tasks below.

Task 1C – Preliminary "Base" Tax Increment Revenue (TIR) Projection Schedule Review {Ongoing}

The Consultant shall review the Developer's prepared preliminary "base" tax increment revenue ("TIR") projection schedule for the financing strategy and approach for the Project's projected taxable values. Identified Developer eligible activities in the above Task 1B will be used in the initial TIR projection schedule that will be discussed with governmental agencies, and Client to qualify cost estimates and the TIR approach. This task is specific to reviewing the preliminary "base" TIR projection schedule. Any revisions, re-projections or re-work based upon the outcomes of negotiations with governmental agencies, Developer and Client are covered in Task 1D. The Developer's preliminary "base" TIR projection schedule will be developed and setup to evaluate a satisfactory Brownfield Plan approach.

Task 1D - Tax Increment Revenue (TIR) Projection Schedule Review

Based off the Developer's preliminary "base" TIR projection schedule completed in the above task, the Consultant shall make recommendations to the Client and Developer for re-projections or re-work to the TIR schedule for

evaluation and projection purposes under this task. Again, as identified eligible activities initially projected in Task 1B are revised and finalized under this task, the ultimate eligible activity projection will be used in the final TIR projection schedule agreed upon by and between the governmental agencies, Developer and Client to qualify cost estimates and the TIR approach. The ultimate Developer prepared TIR projection schedule will be utilized and summarized in the completed Brownfield Plan document for local approval, as outlined in the tasks below.

Task 1E – Brownfield Plan Review

The Consultant shall complete the review of the Developer’s prepared Brownfield Plan document at the completion of the ultimate eligible activity projection and final TIR projection schedule agreed upon by and between the governmental agencies, Developer and Client (Task 1D above). The Developer’s approved Brownfield Plan by the local unit of government authorizes the use of TIRs to reimburse specific eligible activities. Under Task 1F, the Consultant, after reviewing the Brownfield Plan on behalf of Client, will work with the Client and Developer to seek approval from the local unit of government to gain access to and use tax increment revenues generated as a result of the redevelopment Project. Upon Consultant’s review of the Brownfield Plan submitted by the Developer to the BRA, Consultant will consult and advise the Client, BRA board and staff on the concepts of the submitted Brownfield Plan. The written report will include:

- a general description of the Project,
- an analysis of the proposed basis for eligibility of the subject property as defined by Act 381,
- an evaluation of required items under Section 13 of Act 381 for BRA consideration of the Brownfield Plan,
- an evaluation of "eligible activities" as defined by Act 381
- a financial impact summary,
- proposed modifications to the Brownfield Plan, and
- recommendations.

Task 1F – Meeting(s) and Public Hearing

The Consultant will attend meetings/public hearings and provide any presentation necessary to recommend approvals/adoption of Brownfield Plan with the BRA staff, BRA Board, and governing board.

Task 1G – Brownfield Development Reimbursement Agreement and Interlocal Governmental Agreement Preparation Assistance

The Consultant shall provide assistance related to the creation of a Brownfield Development Reimbursement Agreement (“DRA”) to be prepared by and executed with the BRA. Additionally, as the parcels are part of an existing Downtown Development Authority (DDA) Plan which is subject to local tax capture, an Interlocal Governmental Agreement will need to be prepared by and between the BRA and the DDA. Consultant will assist in the preparation of this Interlocal Governmental Agreement to allow for tax increment revenues to be captured by the BRA instead of the DDA to support the Clients Project. Consultant will work with BRA and DDA staff for multi-party review and present the agreements to the BRA and DDA Boards for approval. These two agreements outline the terms and conditions between Client, the BRA and the DDA for the repayment of eligible activity costs. Please note that while the Consultant has extensive experience with this Brownfield tax increment financing program and associated agreements, we are not attorneys and thus Client should engage its legal counsel for assistance in finalizing these documents.

Task 2 – Act 381 Work Plan (under the Brownfield Redevelopment Financing Act (PA 381 of 1996, as amended)) Preparation Support

The following tasks will be completed to support the Project's Brownfield TIF incentive. Consultants roll under this task is to support the Client and Developer, Developer's Environmental Consultant, in the following tasks toward the approval of an Act 381 Work Plan by EGLE. Developer and its Environmental Consultant shall have the primary responsibility under this Task 2. The estimate provided in the "Fees and Payments" section below for this task are based upon limited activities known at this time. Due to the nature of this task, the type of eligible activity issues the Property consists of and the level of involvement the Consultant will be called upon to address, it is likely that this task may require extra work and associated costs will be increased through written Addenda.

Task 2A – Facilitation and Meetings

Similar to Task 1A above, Consultant shall provide the services of a "Facilitator" for the Project under this Agreement and such other consulting services as shall be specifically authorized in writing by Client under separate Addenda. Consultant shall facilitate the Brownfield incentive as available under the Brownfield Redevelopment Financing Act, Public Act (PA) 381 of 1996, as amended, and coordinate on the Client's behalf this incentive to allow the Client and Developer to gain access to and use "state" tax increment revenues generated as a result of the Developer's redevelopment Project.

Task 2B – State Scoping & Strategy Meetings

Consultant will work with the Client, the Developer's Environmental Consultant and an interdisciplinary team of professionals to successfully "pitch" the project to state agencies (EGLE) to reach the goal of applying to use state tax increment revenues generated from the Project. Act 381 Work Plan discussions and meetings with Client, Developer, and state agency officials to reach consensus on Work Plan structure. After Work Plan structure is determined, Consultant will attend, present and support Client's efforts with securing approvals/adoption of Work Plan with the BRA staff, BRA Board, state agencies (EGLE).

Task 2C – Act 381 Work Plan Preparation Support (State Tax Tables and Document Support)

Consultant shall support Developer's Environmental Consultant as a reviewer only to support the Environmental Consultant's preparation of the Act 381 Work Plan document for environmental eligible activities as defined under PA 381 of 1996, as amended. The Developer desires to be reimbursed for the costs of the eligible activities and tax increment revenue generated by the Property will be captured and may be used to reimburse and/or finance the cost of the eligible activities completed on the Property, as authorized by Act 381, as amended and pursuant to the terms of the Development Reimbursement Agreement with the BRA. The Act 381 Work Plan will detail the project applicable eligible activities and their estimated costs. As is currently planned, Developer's Environmental Consultant will prepare and submit one Act 381 Work Plan in accordance with applicable EGLE guidance for the use of state tax increment revenues to the BRA staff, BRA Board (if necessary) and the state agencies for review and approval. The Developer completed Act 381 Work Plan will identify specific eligible activities and the level of state and/or local support for those activities originally identified and evaluated in the Brownfield Plan.

Task 3 – Grant and/or Loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) (pursuant to various available EGLE programs)

The following task will be completed to support a potential Brownfield Redevelopment Grant and/or Loan from EGLE. The estimate provided in the “Fees and Payments” section below for this task is based upon a preliminary task known at this time. Limited work and associated costs have been budgeted under this task and if additional time is required this task may be increased through written Addenda.

Task 3A – Preliminary Facilitation and Meeting Support

Similar to Task 1A and 2A above, but in a supportive roll to the Developer’s Environmental Consultant, Consultant shall provide the services of a supportive "Facilitator" with EGLE to present the Project and the need for a Brownfield Redevelopment Grant and/or Loan. Consultant will attend and participate in meetings, webinars, and/or calls, including the preparation for those activities, with the Client, Developer, Developer’s Environmental Consultant, attorneys, and EGLE. If EGLE determines that the Project Property is eligible and is a viable candidate for their competitive programs, other consulting services will be required and shall be specifically authorized in writing by Client under separate Addenda.

Exclusions from all Services:

- Consultant is not a licensed architect, licensed engineer or design professional and will not perform design services. The recommendations and advice of the Consultant concerning design and engineering alternatives shall be subject to the review and approval of Client, the Client’s professionals, Developer, and the Developer’s professionals. It is not the Consultant’s responsibility to ascertain that the drawings and specifications are in accordance with applicable laws. However, if the Consultant recognizes that portions of the drawings and specifications are at variance therewith, the Consultant shall promptly notify the architect, engineer and Client.
- Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the Project, as these will solely be contractors’ rights and responsibilities.

CHANGES IN THE SERVICES AND EXTRA WORK

Under this Agreement specific task(s) have been described in the section titled “SCOPE OF SERVICES”. However, subject to the terms and conditions of this Agreement, Client may retain Consultant as a consultant and technical advisor to perform other consulting services specifically set out in written Addenda to this Agreement which shall be made a part hereof from time to time. Consultant agrees, subject to the terms and conditions of this Agreement, to render such other consulting services during the term of this Agreement so long as this Agreement is amended by authorized representatives of both parties.

Client may request changes to the services to be provided by Consultant at any time. No changes shall be made and no claims for extra work shall be valid or binding except as authorized in writing signed by Client and Consultant.

FEES AND PAYMENTS

Consultant’s fees for the above consulting services will be based on the nature and complexity of the engagement, the degree of responsibility involved, the time spent on performing the services, and the experience level of the personnel assigned, plus out-of-pocket expenses. Consultant will bill the Client for fees and expenses monthly as they are incurred in accordance with the attached Schedule of Fees. However, for this Project only, the Consultant’s Principal/Senior Incentives Advisor (Eric P. Helzer) fee shall be set at \$240.00 per hour. The Consultant shall be paid by Client based upon the fees included for each individual approved task assignment. These fees will be invoiced on a time and materials not to exceed (T&M NTE) basis based on the Schedule of Fees attached to this Agreement. Compensation shall not exceed that amount shown on each approved individual task assignment for type of services under this Agreement unless authorized in writing signed by Client and Consultant or as may be amended from time to time.

Under this Agreement the fees are as follows:

Task #	Task Name	Cost Type *	Estimated Cost
Task 1	Brownfield Plan Preparation Support	T&M NTE	\$15,600
Task 2	Act 381 Work Plan Preparation Support	T&M NTE	\$4,800
Task 3	Grant and/or Loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE)	T&M NTE	\$1,440
TOTAL ESTIMATED COST			\$21,840

Notes:

T&M NTE = time and materials not to exceed

* Actual hourly rate invoiced to Client will be based upon actual rate of the personnel assigned to perform services under that task. While Consultant feels that the following will be a minimal cost to the Client, Consultant shall be fully compensated for all lodging and meals at cost plus 10% and mileage as allowable by the IRS.

Advanced Redevelopment Solutions typically requires a retainer upon execution of any Agreement but has waived this requirement.

Client agrees to pay our invoices upon receipt. A late payment charge at the rate of 18 percent per annum will be imposed on amounts 30 days or more past due. Any questions or objections to any bill or statement rendered by us to Client must be made within 15 days of the billing date. If Client does not question or object to a bill or statement within 15 days of the billing date, the bill or statement will be deemed to be accurate and correct and fully due and payable. Client further agrees that any invoice 30 days or more past due shall entitle Consultant to file and record a claim of lien against the Client’s interest in the Property in the amount of the past due invoiced fee, including late payment charges, to secure payment. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of payment.

Further, the obligation for the payment of the fees and out-of-pocket expenses is not contingent on the outcome of the engagement. Client shall be responsible for any and all costs incurred by Consultant to collect fees, including court costs and attorney fees.

CLIENT'S STATEMENT

Client hereby represents and warrants to Consultant, and consents and agrees, to the following statements, which shall be binding on Client and relied upon by Consultant, in the performance of Services:

- (i) Client is duly organized and validly existing under the laws of its jurisdiction with the power to carry on its business as it is now being conducted; and
- (ii) Client acknowledges that Consultant will act as Client's authorized representative throughout the engagement of services related to Client's proposed Project and in such capacity shall perform the duties contemplated by this Agreement. Consultant, as an authorized representative of Client, has the right to: contact any public agency, including talking with any public employee without additional consent; have access to information and records of Client; attend public agency meetings; request information through freedom of information acts (FOIA); complete forms and applications; sign forms and applications, such as pre-applications and reports required to secure any intended incentives or approvals but this provision shall not include any binding financial agreements; provide documentation; appeal agency decisions, and; receive forms and notices; and
- (iii) Client acknowledges Consultant shall not be responsible for, acts or omissions of any Developer, contractor, subcontractor, sub-subcontractor, consultant, subconsultant, sub-subconsultant, attorney, architect or any other persons or entities performing portions of the Work not directly under the management of the Consultant. The term "Work" in this Agreement means the construction and services required for the Project, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Consultant to fulfill the Consultant's obligations. The Work may constitute the whole or a part of the development Project; and
- (iv) Client agrees, upon request of the Consultant, to cooperate with and participate in Consultant's activities under this Agreement. This includes calling meetings, providing meeting sites and amenities, and providing information requested by Consultant. Client will be involved in approval processes under this Agreement that will include public forums and negotiations with public agencies; and
- (v) Client acknowledges that the Consultant as a part of its services under this Agreement will disclose Client provided information that will become part of the public domain by publication or otherwise; and
- (vi) All information and documents provided by Developer and Client for use in any application or incentive are assumed to be true, complete and accurate so that Consultant can rely on the information in the performance of its services under this Agreement without further investigation; and
- (vii) Client understands that incentive programs are not entitlement programs, and as such, approval of any incentive program is not guaranteed; and
- (viii) Client understands that it is their responsibility to remain in compliance with any incentive program secured along with any related incentive legislation. Post incentive program award actions are not the responsibility of the Consultant; and
- (ix) Consultant is not an attorney and does not provide legal advice, as such, it is the Client's responsibility to seek legal advice at its own expense, on legal matters or questions that may arise regarding any incentive program and to have any incentive program documents prepared by Consultant reviewed by Client's legal counsel prior to submission to any public agency; and
- (x) Consultant is not an accountant and does not provide accounting services, as such, it is the Client's responsibility to seek accounting/financing advice at its own expense, on tax matters or questions that may arise regarding any incentive program or incentive program documents; and
- (xi) Client acknowledges that it will cooperate with Developer and local assessing official(s) on determining the post-development taxable value of the proposed Project because Client recognizes that any incentive involving tax increment financing is dependent upon tax increment revenue projections. Projections of

- post-development taxable value will be part of any tax increment finance projection. The accuracy of all projections is directly related to the information provided by the Developer and Client; and
- (xii) Client acknowledges that tax increment revenue in any incentive involving tax increment financing will be estimated based upon specific assumptions detailed in a tax increment financing plan adopted by the governing body and or authority. The assumptions are based upon factors beyond the Consultant's control and there is, therefore, no assurance that these projections will be achieved. Many factors may prevent the projections from being achieved. These include yearly changes in the tax rates of the various taxing entities, the rate of property value inflation, the construction plans of private individuals and companies, and unpredictable legislative changes affecting assessment ratios, assessed valuation exemptions, and tax rates. Certain school and county tax rates are subject to periodic renewal by the electors and may not be renewed. Legislative changes exempting particular types of property from taxation may cause a drop in revenues. Changes in business operations may cause equipment to become obsolete and lose value to a greater extent than has been projected. Limitations imposed on the annual increase in valuation of each parcel of property may reduce assessment growth and capture assessed values below assumed rates and levels. Challenges to property valuations by individual taxpayers may result in a reduction in those taxes due to a reduction in valuations through the appeal process. Also, further changes by the State in the method of financing public education that would reduce property tax rates could result in a reduction in tax increment revenue; and
 - (xiii) There is no assurance that growth will occur or that tax rates will remain in effect for the duration of the plan, as may be projected, for any incentive involving tax increment financing. Further, there is no assurance that federal and or state legislation will not be adopted that will have an impact on the governing body or on any authority's ability to meet debt service on any bonds issued pursuant to any legislatively adopted Public Acts in anticipation of the collection of tax increment revenues captured for the purpose of paying the cost of certain allowed activities or public improvements within a governing body; and
 - (xiv) This Agreement has been authorized by Client, and when executed, is a valid and binding agreement of Client, fully enforceable according to its terms; and
 - (xv) Client shall be solely responsible for payments of Consultant's fees.

ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

RELATIONSHIP

This Agreement does not make either party the employee, partner, joint venture, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

CONFIDENTIALITY

The parties acknowledge that in connection with Consultant's Services, subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of two (2) years thereafter: (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Client Confidential Information without Client's prior written consent, which consent shall not be unreasonably withheld; and (ii) Consultant shall not use any such Client Confidential Information for any purposes other than consultation with Client, except that Consultant's use of such information for purely internal research, analysis or comparison. Notwithstanding

the above, Client and Consultant acknowledge and agree that the obligations set out in this section shall not apply to any portion of Client Confidential Information which:

- (i) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or
- (ii) became part of the public domain after disclosure to Consultant by publication or otherwise, except by breach of this Agreement; or
- (iii) was already properly and lawfully in Consultant's possession at the time it was received from Client; or
- (iv) was or is lawfully received by Consultant from a third party who was under no obligation of confidentiality with respect thereto; or
- (v) was or is independently developed by Consultant without reference to Client Confidential Information; or
- (vi) is required to be disclosed by law, regulation or judicial or administrative process; or
- (vii) in the case of information prepared by Consultant, is encompassed within and derived from Consultant's professional commitments to any information required to be submitted to any public agency, in writing or orally, which is generated or derived by the Consultant in the performance of or as a result of the services hereunder.

Notwithstanding any other term of this Agreement, Client agrees that it shall not disclose to Consultant any information which is Client Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant's obligations to Client under this Agreement; or (ii) unless Consultant has agreed in writing to accept such disclosure. All other information and communications between Client and Consultant shall be deemed to be provided to Consultant by Client on a non-confidential basis. Client also agrees that Consultant may share the terms of this Agreement on a confidential basis with its employees, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them, and that Consultant may disclose the existence and general nature of his consulting arrangement with Client with any public agency, its colleagues and co-workers, and its collaborators, as well as boards and audience members at meetings and forums at which Consultant is speaking or presenting, whenever such disclosures are legally or ethically required or appropriate. Client further agrees that Consultant shall not be liable to Client or to any third party claiming by or through Client for any unauthorized disclosure or use of Client Confidential Information which occurs despite Consultant's compliance with Consultant's obligations under this Agreement.

Upon termination of the Agreement, or any other termination of Consultant's services for Client, all records, drawings, notebooks and other documents pertaining to any Confidential Information of Client, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by Client then in Consultant's possession, and all copies of any documents, shall be returned to Client, except Consultant may keep one copy of all documents for his or her files (which copy shall be subject to the confidentiality and non-use requirements set out in this Agreement).

CONSULTANTS FILE RETENTION POLICY

It is Consultants' policy to retain Client files for a period of five (5) years after completion of the Services, after which time Consultant may arrange for proper destruction of the contents of the file without further notice to Client. According to the Michigan Rules of Professional Conduct, Rule 1.15, the file developed in this matter belongs to Client. At any time during Consultants' five-year file retention period, Client may have access to or can make arrangements to take the file. Consultants may retain copies of their work product in this matter.

E-MAIL COMMUNICATION

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third party, or may not be

delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, Consultant specifically disclaims, and Client waives, any liability or responsibility whatsoever for interception, unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

LIMITATIONS OF DAMAGES; LIMITATIONS PERIOD FOR BRINGING A LAWSUIT; INDEMNIFICATION

In order to help avoid any litigation in the event of a disagreement arising out of the performance of services under this engagement, and to help determine the amount of damages, if proven, Client agrees that Consultant's maximum exposure and liability to Client for damages of any kind or nature, foreseen or unforeseen, arising out of or in any way related to any act or omission for which we are or maybe responsible in the performance of any services contracted for under the terms of this engagement, are limited to the amount of our fees for this engagement. This limitation shall not, however, apply to the extent that damages arose out of our gross negligence or willful misconduct.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless the Consultant, Consultant's agents and employees of them from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work caused by the negligent acts or omissions of Client or anyone directly or indirectly employed by Client or anyone for whose acts it may be liable including but not limited to, claims and liabilities made by architect, engineer, contractor, sub-contractors, utilities, suppliers, Consultant management company, employees or third parties relating to the Project. This indemnification shall not, however, apply to the extent that damages arose out of our gross negligence or willful misconduct of the Consultant, Consultant's agents or employees.

Further, because of the difficulties inherent in recalling communications and preserving all relevant information, Client further agrees that, notwithstanding any applicable period of limitations or tolling period for bringing commencing an action based upon services performed under this engagement, any such proceeding, except actions brought by Consultant to enforce payment of our invoices, must be brought within 12 months from the date of the completion of the services giving rise to such claim, unless Client management, within this same 12 month period, provides Consultant with a written notice of the specific defect in our services that forms the basis of the claim.

FACILITATED MEDIATION/ARBITRATION

The parties agree that any controversy that cannot be resolved between the parties will be submitted to facilitative mediation for resolution. In the event that mediation is not successful in resolving the controversy the parties will submit the controversy to binding arbitration pursuant to the Uniform Michigan Arbitration Act with the arbitrator to be selected by mutual agreement of the parties and the cost to be shared equally by the parties. If Facilitated Mediation does not resolve any controversy or dispute arising among the parties or under this Agreement, the controversy or dispute shall be resolved by arbitration conducted in Lansing, Michigan. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Before arbitration may be commenced, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with this Agreement (including any dispute as to the validity, breach or termination of the Agreement, or as to any claim in tort, in equity or pursuant to any statute):

- (i) Notice (the notice of dispute) must be given in writing by the party claiming that a dispute has arisen to the other party (or parties) to this contract specifying the nature of the dispute;
- (ii) Upon receipt of the notice of dispute, the parties must meet and attempt to agree upon an appropriate procedure for resolving the dispute e.g. by selecting an approved Mediator;

- (iii) If within 10 business days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the parties shall refer the dispute to a Mediator approved by the Ingham County Circuit (Business) Court;
- (iv) The parties must co-operate with the Mediator as facilitator;
- (v) If within 10 business days after referral of the dispute to the parties have not agreed upon the mediator or other relevant particular the mediator and any other relevant particular will be determined in accordance with the Arbitration provisions of this Agreement.

This clause will remain operative after the Agreement has been performed and notwithstanding its termination.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without reference to rules regarding choice of law.

SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

Client and Consultant waive all rights, including but not limited to subrogation, against (1) each other and any of their Subconsultants, Sub-subconsultants, Subcontractors, Sub-subcontractors, Agents and Employees, each of the other, and (2) the Architect, Architect's Consultants, Separate Contractors, if any, and any of their Subconsultants, Sub-subconsultants, Subcontractors, Sub-subcontractors, Agents and Employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance.

ENTIRETY

This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed, by authorized representatives of both parties.

TERM OF ENGAGEMENT

Unless terminated sooner, this engagement shall terminate upon the completion of the services that are specified in this Agreement unless this Agreement is amended or extended by authorized representatives of both parties. In addition, either party may terminate this engagement at any time by giving written notice to the other party, at the addresses reflected in this engagement letter. Such written notice shall be delivered not less than 30 calendar days before the effective date of termination. In the event of such termination, Client agrees to pay Consultant for the unpaid services performed up to such effective date of termination at our standard hourly rates plus costs and expenses.

EFFECTIVE DATE

Consultant has agreed to commence performance of the duties immediately as described in this Agreement per Client instruction. As such the Effective Date has been set as:

May 23, 2022

Acceptance of this Agreement by Client at any time after the Effective Date acknowledges that Client has authorized services from the Effective Date forward.

NOTICES

Any notices required by this Agreement shall be delivered to the following address by registered or certified mail, delivery service or email providing proof of delivery/receipt. Notice requiring response in less than 10 days shall be delivered by overnight delivery service.

To Client:

Mr. David Murphy
City Manager
City of Farmington
23600 Liberty Street, Farmington, Michigan 48335
Email: dmurphy@farmgov.com

To Consultant:

Eric P. Helzer, EDFP
Principal
Advanced Redevelopment Solutions
PO Box 204, Eagle, MI 48822
Email: ephelzer@msn.com

ATTACHMENTS

The following documents are attached to and hereby made a part of this Agreement:

- Schedule of Fees.

EXECUTION OF ENGAGEMENT LETTER

Please return a signed and dated copy to me within three (3) business days of receipt of this letter along with the required retainer. Please understand, under no circumstances, shall we prepare any significant work product or attend key public meetings until we receive from Client, this signed engagement letter and the required retainer.

We are pleased to have you as a client and look forward to continuing our mutually beneficial relationship. Thank you for your confidence in Advanced Redevelopment Solutions.

Warm regards,



ERIC P. HELZER, EDFP
PRINCIPAL

By signing below, Client and Client's authorized representative whose signature appears below acknowledge that they have read this Agreement, fully understand its terms and voluntarily sign the same with the understanding that Clients' acceptance of this Agreement shall be fully binding upon Client.

CLIENT HEREBY ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN ALL ADDENDA SIGNED BY CLIENT:

David Murphy
City of Farmington

Title

Date

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

**SCHEDULE OF FEES
AS OF JANUARY 1, 2022**

I. FEES FOR SERVICES:

Hourly rates for:

Principal/Senior Incentives Advisor	\$240.00 - \$420.00
Senior Associate/Senior Project Manager	\$185.00 - \$285.00
Associate/Incentives Advisor/Project Manager	\$120.00 - \$185.00
Research/Technical Associate	\$90.00 - \$130.00
Field Manager	\$75.00 - \$135.00
Assistant Services	\$65.00
Administrative Support Services	\$55.00

II. EQUIPMENT CHARGES:

Photocopies (normal)	No Charge
Materials & Supplies*	No Charge

The following will be billed:

- Postage & Express Delivery (cost)
- Mileage (as allowable by the IRS)
- Long-Distance Travel: Airline Ticket & Rental Vehicle (cost plus 10% with Client approval)
- Lodging (cost plus 10%)
- Meals (cost plus 10%)
- Outside Photocopying (volume jobs, cost plus 10%)**

* (specially acquired materials and supplies charged at cost plus 10%)

** (occasional large-scale printing or binding jobs charged at cost plus 10%)

III. SERVICES OF OTHERS:

Occasionally Advanced Redevelopment Solutions may employ related professionals for the performance of any services and those professionals utilized will be billed within hourly rates identified above. Additionally, other services of other consultants, experts, contractors, other professionals or support personnel may be required. These services of others will be sought and obtained with the Client's review and approval. If the Client requests it, a bidding process or request for proposals may be utilized. In most cases the cost of outside services is the responsibility of the Client. However, there are situations where it is advantageous for the Client and Advanced Redevelopment Solutions to subconsult or subcontract outside services. Services subconsulted or subcontracted by Advanced Redevelopment Solutions will be authorized under an Addendum or separate agreement approved by the Client. Client recognizes the additional administrative costs, risk and liability borne by Advanced Redevelopment Solutions when accomplishing a portion of the services through subconsultants and subcontractors. In recognition of this risk and the additional management responsibilities, Client authorizes Advanced Redevelopment Solutions to charge a 10 percent markup on subconsultant and subcontractor costs (cost plus 10%).

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

ephelzer@msn.com

DECEMBER 6, 2022

Mr. David Murphy, City Manager

City of Farmington

23600 Liberty Street

Farmington, Michigan 48335

Subject: Engagement Letter – Downtown Development Authority Activities Incentive Services

Maxfield Training Center Building Redevelopment, 33000 Thomas Street, Farmington, Michigan

Project Contract Number: 220004

Dear Mr. Murphy,

We are pleased that you have engaged Advanced Redevelopment Solutions ("Firm") as your Consultant ("Consultant") to assist the City of Farmington ("Client") with the redevelopment of parcels in Farmington, Michigan ("Property") into a market-rate residential redevelopment project commonly referred to as the Maxfield Training Center Building Redevelopment Project ("Project") which is the subject of this Engagement Letter ("Agreement").

The Project Property that is subject to this Engagement Letter is currently comprised of multiple parcels as follows:

- "Maxfield Training Center Site" totaling 2.99 acres
 - 33000 Thomas Street comprised of two (2) parcels (23-27-152-019 with approximately 2.950 Acres and 23-27-152-017 with approximately 0.040 Acres)
- "City Owned Potential Redevelopment Property" totaling 0.21 acres
 - 33104 Grand River Avenue comprised of one (1) parcel (23-27-154-008 with approximately 0.119 Acres)
 - 33107 Thomas Street comprised of one (1) parcel (23-27-154-004 with approximately 0.091 Acres)

The Property is currently owned by the City of Farmington. Below is a Boundary Map identifying where the Project Property lies within the city.



Through a public request for qualifications and proposals process the Client has selected Robertson Brothers Homes as the preferred developer ("Developer") for the Project named Hillside Townes and is currently in the process of evaluating the Developer's Planned unit Development Application and incentive requests submittals. The Developer is planning a multi-building owner occupied Townhome redevelopment including public infrastructure improvements.

The proposed renovation and new construction project will redevelop the vacant, contaminated, blighted and functionally obsolete parcel into a residential redevelopment project bringing new residents and employment into the city's core downtown. Start of construction for the Project is planned for 2023.

The Project will significantly impact / increase the tax base of the city and its business community.

Due to the immediacy of the Client's needs, the Client has verbally authorized all Scope of Services as identified in the below which were initiated in May 2022. By the Client's signed acceptance of this Engagement Letter ("Agreement"), Client engages our Firm's services to provide select consulting services for the above referenced Project. This letter confirms the scope and related terms of our engagement for the following Client.

- City of Farmington
- Client Authorized decision maker and contact information:
 - Mr. David Murphy, City Manager
 - City of Farmington
 - 23600 Liberty Street
 - Farmington, Michigan 48335
 - Office Phone #: (248) 474-5500 Ext. 2221
 - Email: dmurphy@farmgov.com

OVERVIEW OF SERVICES

Advanced Redevelopment Solutions consulting services provides Incentives Services, Project Financial Support Services, Project Management Site Construction Services (Pad Ready Brownfield Services and Site Development Services), Entitlement Services, Redevelopment Ready Site Services, and Owners Representation Services to its clients throughout the various stages of the development process.

The Project Property has existing buildings and contamination that will need to be dealt with by the Developer as a part of its redevelopment efforts. The incentives that the city is offering to the Developer to support their proposed project include tax increment financing (TIF) to gain access to and use local & state tax increment revenues generated as a result of the redevelopments new taxable value pursuant to the:

- Downtown Development Authority Act, PA 197 of 1975 (DDA TIF).
- Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended (BRA TIF).

As such, the city with the assistance of the Consultant will help facilitate for the Developer the adoption of a Brownfield Plan and Act 381 Work Plan request under a BRA TIF to the State of Michigan for the reimbursement of eligible activity costs to deal with lead and asbestos abatement, demolition of existing building improvements, and addressing environmental contaminants to allow for the successful redevelopment of the Property. Additionally, the Project Property is part of an existing Downtown Development Authority (DDA) and the city will consider the use of its DDA TIF plan toward infrastructure improvements, and possibly other activities, necessary for the Developer's redevelopment efforts.

Lastly, a Grant and/or Loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) could be sought by the Developer to support Brownfield activities which may become part of the incentives necessary to allow for successful redevelopment of the Property.

This Agreement is specific to the consulting services of Incentives Services related to Downtown Development Authority activities described below. Other services discussed will be contracted separately from, or by Addenda to, this Agreement. Services outside of this Agreement include Incentive Services related to supported Brownfield activities under the BRA TIF.

SCOPE OF SERVICES

Unless otherwise provided in this Agreement, Consultant shall furnish everything necessary to perform the agreed upon services, including, but not limited to, all supervision, personnel, supplies, services and transportation. Consultant shall perform all the services in a careful and competent manner with properly skilled and trained personnel.

Services included under this Agreement are as follows:

Incentives Services – Downtown Development Authority Activities
--

This Agreement to provide select Incentives Services engages our Firm in the initial stages of the redevelopment process to assist and support the packaging and process of the applicable incentives for related Project activities that are limited to:

- Downtown Development Authority (DDA) Reimbursement Plan Application (as authorized pursuant to the Downtown Development Authority Act (Act 197 of 1975)) to gain access to and use local tax increment revenues generated as a result of the redevelopments new taxable value.

This incentive is available through local governmental agencies. Consultant will work to appropriately structure its services based upon the needs of the Client, the willingness of the governmental agencies to participate, the structure and roles of the already selected development team members, and Client's desires/goals.

Based upon discussions, this Agreement may be amended to provide additional incentives services to allow for the intend development Project.

Task 1 – Downtown Development Authority (DDA) Reimbursement Plan Application (as authorized pursuant to the Downtown Development Authority Act (Act 197 of 1975)) Preparation Support

The following tasks will be completed to support the Project's Downtown Development Authority TIF incentive. The estimate provided in the "Fees and Payments" section below for this task are based upon limited activities known at this time. Due to the nature of this task, the type of eligible activity issues the Property consists of and the level of involvement the Consultant will be called upon to address, it is likely that this task may require extra work and associated costs will be increased through written Addenda.

Task 1A – Facilitation and Meetings {Ongoing}

The Consultant shall provide services of a "Facilitator" for the Project Downtown Development Authority TIF incentive. Facilitator will consult Client on the Developer's packaging of the applicable TIF incentive for related Project activities. The Facilitator shall work with an interdisciplinary team of professionals with redevelopment experience. The team will include one or more environmental professionals, engineers, economic development specialists who work with governmental agencies, and other identified stakeholders attempting to bring together the various parties to successfully reach the goal of agreement on redevelopment of the Property.

The work of Consultant as the appointed Facilitator may vary, as necessary to accomplish the goal of the specific redevelopment Project. Therefore, the work may be described in general terms, rather than in detail. The work may include: coordinating with governmental agencies and personnel; coordinating with Downtown Development Authority (DDA); developing redevelopment plan approaches; guiding incremental tax capture mechanisms; organizing Client and Developer teams; establishing timelines; providing incentive financial advice on public funding through tax incentives, and; attending meetings. The Facilitator shall: determine which type of work is necessary to accomplish the redevelopment goal; assist in the structuring and closing of the deal between the Client and Developer to allow for redevelopment, and; provide such other and additional services as will, in the opinion of the Facilitator assist in accomplishing the goal in a cost-effective manner.

Task 1B – Engineering & Professional Services {Ongoing}

The Consultant shall review Developer prepared preliminary eligible activity projection scenario for the Project, including review of the engineer's estimate and/or "approved" budget for the Project. This effort will be completed by the Consultant through its work with various Client and Developer representatives such as consultants, engineers, architects, attorneys, and contractors assigned to the Project. Consultant will provide redevelopment support in order to evaluate, identify and qualify specific eligible activity cost estimates that may be reimbursable through the DDA Tax Increment Financing (TIF) program incentive under the Downtown Development Authority Act (Act 197 of 1975). The qualified eligible activities will be utilized and summarized in the completed document for local approval, as outlined in the tasks below.

Task 1C – Preliminary "Base" Tax Increment Revenue (TIR) Projection Schedule Review {Ongoing}

The Consultant shall review the Developer's prepared preliminary "base" tax increment revenue ("TIR") projection schedule for the financing strategy and approach for the Project's projected taxable values. Identified Developer eligible activities in the above Task 1B will be used in the initial TIR projection schedule that will be discussed with governmental agencies, and Client to qualify cost estimates and the TIR approach. This task is specific to reviewing the preliminary "base" TIR projection schedule. Any revisions, re-projections or re-work based upon the outcomes of negotiations with governmental agencies, Developer and Client are covered in Task 1D. The Developer's preliminary "base" TIR projection schedule will be developed and setup to evaluate a satisfactory DDA Plan approach.

Task 1D - Tax Increment Revenue (TIR) Projection Schedule Review

Based off the Developer's preliminary "base" TIR projection schedule completed in the above task, the Consultant shall make recommendations to the Client and Developer for re-projections or re-work to the TIR schedule for evaluation and projection purposes under this task. Again, as identified eligible activities initially projected in Task 1B are revised and finalized under this task, the ultimate eligible activity projection will be used in the final TIR projection schedule agreed upon by and between the governmental agencies, Developer and Client to qualify cost estimates and the TIR approach. This ultimate TIR projection schedule will be utilized and summarized in the completed document for local approval, as outlined in the tasks below.

Task 1E – DDA Plan Project Application Review

The Consultant shall complete a DDA Plan Project Application at the completion of the ultimate eligible activity projection and final tax increment revenue (TIR) projection schedule agreed upon by and between the local governmental agencies, Developer and Client (Task 1D above). An approved DDA Plan Project Application by the local unit of government authorizes the use of TIRs to reimburse specific eligible activities. Under Task 1E, the Consultant, after reviewing the Developer's DDA Plan Project Application on behalf of Client, Consultant will consult and advise the Client, DDA board and staff on the concepts of the submitted DDA Plan Project Application. The written report will include:

- a general description of the Project,
- an analysis of the proposed basis for eligibility of the subject property as defined by Act 197,
- an evaluation of "eligible activities" as defined by Act 197,
- a financial impact summary, and
- recommendations.

Task 1F – Meeting(s) and Public Hearing

The Consultant will attend meetings/public hearings and provide any presentation necessary to recommend approvals/adoption of DDA Plan Project Application with the DDA staff, DDA Board, concurrence Board (if applicable), and local governing body.

Task 1G – DDA Plan Development Reimbursement Agreement Preparation Assistance

The Consultant shall provide assistance related to the required DDA Development Reimbursement Agreement initially prepared by DDA staff for multi-party review, including the Developer. This agreement outlines the terms and conditions between Developer and the DDA for the repayment of eligible activity costs. Please note that while the Consultant has extensive experience with this DDA tax increment financing program and associated agreements, we are not attorneys and thus Client should engage its legal counsel for assistance in finalizing this document.

Exclusions from all Services:

- Consultant is not a licensed architect, licensed engineer or design professional and will not perform design services. The recommendations and advice of the Consultant concerning design and engineering alternatives shall be subject to the review and approval of Client, the Client's professionals, Developer, and the Developer's professionals. It is not the Consultant's responsibility to ascertain that the drawings and specifications are in accordance with applicable laws. However, if the Consultant recognizes that portions of the drawings and specifications are at variance therewith, the Consultant shall promptly notify the architect, engineer and Client.
- Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the Project, as these will solely be contractors' rights and responsibilities.

CHANGES IN THE SERVICES AND EXTRA WORK

Under this Agreement specific task(s) have been described in the section titled "SCOPE OF SERVICES". However, subject to the terms and conditions of this Agreement, Client may retain Consultant as a consultant and technical

advisor to perform other consulting services specifically set out in written Addenda to this Agreement which shall be made a part hereof from time to time. Consultant agrees, subject to the terms and conditions of this Agreement, to render such other consulting services during the term of this Agreement so long as this Agreement is amended by authorized representatives of both parties.

Client may request changes to the services to be provided by Consultant at any time. No changes shall be made and no claims for extra work shall be valid or binding except as authorized in writing signed by Client and Consultant.

FEES AND PAYMENTS

Consultant's fees for the above consulting services will be based on the nature and complexity of the engagement, the degree of responsibility involved, the time spent on performing the services, and the experience level of the personnel assigned, plus out-of-pocket expenses. Consultant will bill the Client for fees and expenses monthly as they are incurred in accordance with the attached Schedule of Fees. However, for this Project only, the Consultant's Principal/Senior Incentives Advisor (Eric P. Helzer) fee shall be set at \$240.00 per hour. The Consultant shall be paid by Client based upon the fees included for each individual approved task assignment. These fees will be invoiced on a time and materials not to exceed (T&M NTE) basis based on the Schedule of Fees attached to this Agreement. Compensation shall not exceed that amount shown on each approved individual task assignment for type of services under this Agreement unless authorized in writing signed by Client and Consultant or as may be amended from time to time.

Under this Agreement the fees are as follows:

Task #	Task Name	Cost Type *	Estimated Cost
Task 1	Downtown Development Authority (DDA) Reimbursement Plan Application Preparation Support	T&M NTE	\$14,400
TOTAL ESTIMATED COST			\$14,400

Notes:

T&M NTE = time and materials not to exceed

* Actual hourly rate invoiced to Client will be based upon actual rate of the personnel assigned to perform services under that task. While Consultant feels that the following will be a minimal cost to the Client, Consultant shall be fully compensated for all lodging and meals at cost plus 10% and mileage as allowable by the IRS.

Advanced Redevelopment Solutions typically requires a retainer upon execution of any Agreement but has waived this requirement.

Client agrees to pay our invoices upon receipt. A late payment charge at the rate of 18 percent per annum will be imposed on amounts 30 days or more past due. Any questions or objections to any bill or statement rendered by us to Client must be made within 15 days of the billing date. If Client does not question or object to a bill or statement within 15 days of the billing date, the bill or statement will be deemed to be accurate and correct and fully due and payable. Client further agrees that any invoice 30 days or more past due shall entitle Consultant to file and record a claim of lien against the Client's interest in the Property in the amount of the past due invoiced fee, including late payment charges, to secure payment. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of payment.

Further, the obligation for the payment of the fees and out-of-pocket expenses is not contingent on the outcome of the engagement. Client shall be responsible for any and all costs incurred by Consultant to collect fees, including court costs and attorney fees.

CLIENT'S STATEMENT

Client hereby represents and warrants to Consultant, and consents and agrees, to the following statements, which shall be binding on Client and relied upon by Consultant, in the performance of Services:

- (i) Client is duly organized and validly existing under the laws of its jurisdiction with the power to carry on its business as it is now being conducted; and
- (ii) Client acknowledges that Consultant will act as Client's authorized representative throughout the engagement of services related to Client's proposed Project and in such capacity shall perform the duties contemplated by this Agreement. Consultant, as an authorized representative of Client, has the right to: contact any public agency, including talking with any public employee without additional consent; have access to information and records of Client; attend public agency meetings; request information through freedom of information acts (FOIA); complete forms and applications; sign forms and applications, such as pre-applications and reports required to secure any intended incentives or approvals but this provision shall not include any binding financial agreements; provide documentation; appeal agency decisions, and; receive forms and notices; and
- (iii) Client acknowledges Consultant shall not be responsible for, acts or omissions of any Developer, contractor, subcontractor, sub-subcontractor, consultant, subconsultant, sub-subconsultant, attorney, architect or any other persons or entities performing portions of the Work not directly under the management of the Consultant. The term "Work" in this Agreement means the construction and services required for the Project, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Consultant to fulfill the Consultant's obligations. The Work may constitute the whole or a part of the development Project; and
- (iv) Client agrees, upon request of the Consultant, to cooperate with and participate in Consultant's activities under this Agreement. This includes calling meetings, providing meeting sites and amenities, and providing information requested by Consultant. Client will be involved in approval processes under this Agreement that will include public forums and negotiations with public agencies; and
- (v) Client acknowledges that the Consultant as a part of its services under this Agreement will disclose Client provided information that will become part of the public domain by publication or otherwise; and
- (vi) All information and documents provided by Developer and Client for use in any application or incentive are assumed to be true, complete and accurate so that Consultant can rely on the information in the performance of its services under this Agreement without further investigation; and
- (vii) Client understands that incentive programs are not entitlement programs, and as such, approval of any incentive program is not guaranteed; and
- (viii) Client understands that it is their responsibility to remain in compliance with any incentive program secured along with any related incentive legislation. Post incentive program award actions are not the responsibility of the Consultant; and
- (ix) Consultant is not an attorney and does not provide legal advice, as such, it is the Client's responsibility to seek legal advice at its own expense, on legal matters or questions that may arise regarding any incentive program and to have any incentive program documents prepared by Consultant reviewed by Client's legal counsel prior to submission to any public agency; and

- (x) Consultant is not an accountant and does not provide accounting services, as such, it is the Client's responsibility to seek accounting/financing advice at its own expense, on tax matters or questions that may arise regarding any incentive program or incentive program documents; and
- (xi) Client acknowledges that it will cooperate with Developer and local assessing official(s) on determining the post-development taxable value of the proposed Project because Client recognizes that any incentive involving tax increment financing is dependent upon tax increment revenue projections. Projections of post-development taxable value will be part of any tax increment finance projection. The accuracy of all projections is directly related to the information provided by the Developer and Client; and
- (xii) Client acknowledges that tax increment revenue in any incentive involving tax increment financing will be estimated based upon specific assumptions detailed in a tax increment financing plan adopted by the governing body and or authority. The assumptions are based upon factors beyond the Consultant's control and there is, therefore, no assurance that these projections will be achieved. Many factors may prevent the projections from being achieved. These include yearly changes in the tax rates of the various taxing entities, the rate of property value inflation, the construction plans of private individuals and companies, and unpredictable legislative changes affecting assessment ratios, assessed valuation exemptions, and tax rates. Certain school and county tax rates are subject to periodic renewal by the electors and may not be renewed. Legislative changes exempting particular types of property from taxation may cause a drop in revenues. Changes in business operations may cause equipment to become obsolete and lose value to a greater extent than has been projected. Limitations imposed on the annual increase in valuation of each parcel of property may reduce assessment growth and capture assessed values below assumed rates and levels. Challenges to property valuations by individual taxpayers may result in a reduction in those taxes due to a reduction in valuations though the appeal process. Also, further changes by the State in the method of financing public education that would reduce property tax rates could result in a reduction in tax increment revenue; and
- (xiii) There is no assurance that growth will occur or that tax rates will remain in effect for the duration of the plan, as may be projected, for any incentive involving tax increment financing. Further, there is no assurance that federal and or state legislation will not be adopted that will have an impact on the governing body or on any authority's ability to meet debt service on any bonds issued pursuant to any legislatively adopted Public Acts in anticipation of the collection of tax increment revenues captured for the purpose of paying the cost of certain allowed activities or public improvements within a governing body; and
- (xiv) This Agreement has been authorized by Client, and when executed, is a valid and binding agreement of Client, fully enforceable according to its terms; and
- (xv) Client shall be solely responsible for payments of Consultant's fees.

ASSIGNMENT

This Agreement shall not be assignable by either party without the prior written consent of the other party.

RELATIONSHIP

This Agreement does not make either party the employee, partner, joint venture, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

CONFIDENTIALITY

The parties acknowledge that in connection with Consultant's Services, subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of two (2) years thereafter: (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Client Confidential Information without Client's prior written consent, which consent shall not be unreasonably withheld; and (ii) Consultant shall not use any such Client Confidential Information for any purposes other than consultation with Client, except that Consultant's use of such information for purely internal research, analysis or comparison. Notwithstanding the above, Client and Consultant acknowledge and agree that the obligations set out in this section shall not apply to any portion of Client Confidential Information which:

- (i) was at the time of disclosure to Consultant part of the public domain by publication or otherwise; or
- (ii) became part of the public domain after disclosure to Consultant by publication or otherwise, except by breach of this Agreement; or
- (iii) was already properly and lawfully in Consultant's possession at the time it was received from Client; or
- (iv) was or is lawfully received by Consultant from a third party who was under no obligation of confidentiality with respect thereto; or
- (v) was or is independently developed by Consultant without reference to Client Confidential Information; or
- (vi) is required to be disclosed by law, regulation or judicial or administrative process; or
- (vii) in the case of information prepared by Consultant, is encompassed within and derived from Consultant's professional commitments to any information required to be submitted to any public agency, in writing or orally, which is generated or derived by the Consultant in the performance of or as a result of the services hereunder.

Notwithstanding any other term of this Agreement, Client agrees that it shall not disclose to Consultant any information which is Client Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant's obligations to Client under this Agreement; or (ii) unless Consultant has agreed in writing to accept such disclosure. All other information and communications between Client and Consultant shall be deemed to be provided to Consultant by Client on a non-confidential basis. Client also agrees that Consultant may share the terms of this Agreement on a confidential basis with its employees, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them, and that Consultant may disclose the existence and general nature of his consulting arrangement with Client with any public agency, its colleagues and co-workers, and its collaborators, as well as boards and audience members at meetings and forums at which Consultant is speaking or presenting, whenever such disclosures are legally or ethically required or appropriate. Client further agrees that Consultant shall not be liable to Client or to any third party claiming by or through Client for any unauthorized disclosure or use of Client Confidential Information which occurs despite Consultant's compliance with Consultant's obligations under this Agreement.

Upon termination of the Agreement, or any other termination of Consultant's services for Client, all records, drawings, notebooks and other documents pertaining to any Confidential Information of Client, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by Client then in Consultant's possession, and all copies of any documents, shall be returned to Client, except Consultant may keep one copy of all documents for his or her files (which copy shall be subject to the confidentiality and non-use requirements set out in this Agreement).

CONSULTANTS FILE RETENTION POLICY

It is Consultants' policy to retain Client files for a period of five (5) years after completion of the Services, after which time Consultant may arrange for proper destruction of the contents of the file without further notice to Client.

According to the Michigan Rules of Professional Conduct, Rule 1.15, the file developed in this matter belongs to Client. At any time during Consultants' five-year file retention period, Client may have access to or can make arrangements to take the file. Consultants may retain copies of their work product in this matter.

E-MAIL COMMUNICATION

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, Consultant specifically disclaims, and Client waives, any liability or responsibility whatsoever for interception, unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

LIMITATIONS OF DAMAGES; LIMITATIONS PERIOD FOR BRINGING A LAWSUIT; INDEMNIFICATION

In order to help avoid any litigation in the event of a disagreement arising out of the performance of services under this engagement, and to help determine the amount of damages, if proven, Client agrees that Consultant's maximum exposure and liability to Client for damages of any kind or nature, foreseen or unforeseen, arising out of or in any way related to any act or omission for which we are or maybe responsible in the performance of any services contracted for under the terms of this engagement, are limited to the amount of our fees for this engagement. This limitation shall not, however, apply to the extent that damages arose out of our gross negligence or willful misconduct.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless the Consultant, Consultant's agents and employees of them from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work caused by the negligent acts or omissions of Client or anyone directly or indirectly employed by Client or anyone for whose acts it may be liable including but not limited to, claims and liabilities made by architect, engineer, contractor, sub-contractors, utilities, suppliers, Consultant management company, employees or third parties relating to the Project. This indemnification shall not, however, apply to the extent that damages arose out of our gross negligence or willful misconduct of the Consultant, Consultant's agents or employees.

Further, because of the difficulties inherent in recalling communications and preserving all relevant information, Client further agrees that, notwithstanding any applicable period of limitations or tolling period for bringing commencing an action based upon services performed under this engagement, any such proceeding, except actions brought by Consultant to enforce payment of our invoices, must be brought within 12 months from the date of the completion of the services giving rise to such claim, unless Client management, within this same 12 month period, provides Consultant with a written notice of the specific defect in our services that forms the basis of the claim.

FACILITATED MEDIATION/ARBITRATION

The parties agree that any controversy that cannot be resolved between the parties will be submitted to facilitative mediation for resolution. In the event that mediation is not successful in resolving the controversy the parties will submit the controversy to binding arbitration pursuant to the Uniform Michigan Arbitration Act with the arbitrator to be selected by mutual agreement of the parties and the cost to be shared equally by the parties. If Facilitated Mediation does not resolve any controversy or dispute arising among the parties or under this Agreement, the controversy or dispute shall be resolved by arbitration conducted in Lansing, Michigan. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Before arbitration may be commenced, the following steps must be taken to attempt to resolve any dispute that arises out of or in connection with this Agreement (including any dispute as to the validity, breach or termination of the Agreement, or as to any claim in tort, in equity or pursuant to any statute):

- (i) Notice (the notice of dispute) must be given in writing by the party claiming that a dispute has arisen to the other party (or parties) to this contract specifying the nature of the dispute;
- (ii) Upon receipt of the notice of dispute, the parties must meet and attempt to agree upon an appropriate procedure for resolving the dispute e.g. by selecting an approved Mediator;
- (iii) If within 10 business days of receipt of the notice of dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the parties shall refer the dispute to a Mediator approved by the Ingham County Circuit (Business) Court.;
- (iv) The parties must co-operate with the Mediator as facilitator;
- (v) If within 10 business days after referral of the dispute to the parties have not agreed upon the mediator or other relevant particular the mediator and any other relevant particular will be determined in accordance with the Arbitration provisions of this Agreement.

This clause will remain operative after the Agreement has been performed and notwithstanding its termination.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan, without reference to rules regarding choice of law.

SEVERABILITY; WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

Client and Consultant waive all rights, including but not limited to subrogation, against (1) each other and any of their Subconsultants, Sub-subconsultants, Subcontractors, Sub-subcontractors, Agents and Employees, each of the other, and (2) the Architect, Architect's Consultants, Separate Contractors, if any, and any of their Subconsultants, Sub-subconsultants, Subcontractors, Sub-subcontractors, Agents and Employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance.

ENTIRETY

This Agreement is the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed, by authorized representatives of both parties.

TERM OF ENGAGEMENT

Unless terminated sooner, this engagement shall terminate upon the completion of the services that are specified in this Agreement unless this Agreement is amended or extended by authorized representatives of both parties. In addition, either party may terminate this engagement at any time by giving written notice to the other party, at the addresses reflected in this engagement letter. Such written notice shall be delivered not less than 30 calendar days before the effective date of termination. In the event of such termination, Client agrees to pay Consultant for the

unpaid services performed up to such effective date of termination at our standard hourly rates plus costs and expenses.

EFFECTIVE DATE

Consultant has agreed to commence performance of the duties immediately as described in this Agreement per Client instruction. As such the Effective Date has been set as:

May 23, 2022

Acceptance of this Agreement by Client at any time after the Effective Date acknowledges that Client has authorized services from the Effective Date forward.

NOTICES

Any notices required by this Agreement shall be delivered to the following address by registered or certified mail, delivery service or email providing proof of delivery/receipt. Notice requiring response in less than 10 days shall be delivered by overnight delivery service.

To Client:

Mr. David Murphy
City Manager
City of Farmington
23600 Liberty Street, Farmington, Michigan 48335
Email: dmurphy@farmgov.com

To Consultant:

Eric P. Helzer, EDFP
Principal
Advanced Redevelopment Solutions
PO Box 204, Eagle, MI 48822
Email: ephelzer@msn.com

ATTACHMENTS

The following documents are attached to and hereby made a part of this Agreement:

- Schedule of Fees.

EXECUTION OF ENGAGEMENT LETTER

Please return a signed and dated copy to me within three (3) business days of receipt of this letter along with the required retainer. Please understand, under no circumstances, shall we prepare any significant work product or attend key public meetings until we receive from Client, this signed engagement letter and the required retainer.

We are pleased to have you as a client and look forward to continuing our mutually beneficial relationship. Thank you for your confidence in Advanced Redevelopment Solutions.

Warm regards,



ERIC P. HELZER, EDFP
PRINCIPAL

By signing below, Client and Client's authorized representative whose signature appears below acknowledge that they have read this Agreement, fully understand its terms and voluntarily sign the same with the understanding that Clients' acceptance of this Agreement shall be fully binding upon Client.

CLIENT HEREBY ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE AND IN ALL ADDENDA SIGNED BY CLIENT:

David Murphy
City of Farmington

Title

Date

ADVANCED REDEVELOPMENT SOLUTIONS

PO Box 204, Eagle MI 48822

Tel 517.648.2434

SCHEDULE OF FEES AS OF JANUARY 1, 2022

I. FEES FOR SERVICES:

Hourly rates for:

Principal/Senior Incentives Advisor	\$240.00 - \$420.00
Senior Associate/Senior Project Manager	\$185.00 - \$285.00
Associate/Incentives Advisor/Project Manager	\$120.00 - \$185.00
Research/Technical Associate	\$90.00 - \$130.00
Field Manager	\$75.00 - \$135.00
Assistant Services	\$65.00
Administrative Support Services	\$55.00

II. EQUIPMENT CHARGES:

Photocopies (normal)	No Charge
Materials & Supplies*	No Charge

The following will be billed:

Postage & Express Delivery (cost)
Mileage (as allowable by the IRS)
Long-Distance Travel: Airline Ticket & Rental Vehicle (cost plus 10% with Client approval)
Lodging (cost plus 10%)
Meals (cost plus 10%)
Outside Photocopying (volume jobs, cost plus 10%)**

* (specially acquired materials and supplies charged at cost plus 10%)

** (occasional large-scale printing or binding jobs charged at cost plus 10%)

III. SERVICES OF OTHERS:

Occasionally Advanced Redevelopment Solutions may employ related professionals for the performance of any services and those professionals utilized will be billed within hourly rates identified above. Additionally, other services of other consultants, experts, contractors, other professionals or support personnel may be required. These services of others will be sought and obtained with the Client's review and approval. If the Client requests it, a bidding process or request for proposals may be utilized. In most cases the cost of outside services is the responsibility of the Client. However, there are situations where it is advantageous for the Client and Advanced Redevelopment Solutions to subconsult or subcontract outside services. Services subconsulted or subcontracted by Advanced Redevelopment Solutions will be authorized under an Addendum or separate agreement approved by the Client. Client recognizes the additional administrative costs, risk and liability borne by Advanced Redevelopment Solutions when accomplishing a portion of the services through subconsultants and subcontractors. In recognition of this risk and the additional management responsibilities, Client authorizes Advanced Redevelopment Solutions to charge a 10 percent markup on subconsultant and subcontractor costs (cost plus 10%).

Farmington City Council Staff Report	Council Meeting Date: December 19, 2022	Item Number 7B
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Warner Home Exterior Repairs		
Proposed Motion: Move to approve Change Order No. 2 in the amount of \$12,000, and Payment No. 2 to R. Graham Construction LLC of Farmington Michigan in the amount of \$20,800 for the Exterior Repairs at the Governor Warner Home.		
Background: <p>At the June 6, 2022, City Council approved the AIA Contract with R. Graham Construction LLC to begin exterior repairs at the Governor Warner Home.</p> <p>During the demolition work of the front porch stairs, it was determined two additional porch columns, column supports and foundations near the front steps should be repaired/replaced. R. Graham Construction LLC</p> <p><u>Change Order No. 2.</u> in the amount of \$12,000, if approved will include the replacement of those columns and their supports. Administrative staff and Wayde Hoppe, Architect recommend approving Change Order No. 2 to replace two additional columns, repair the column supports, and install new columns.</p> <p><u>Payment No.2,</u> in the amount of \$20,800 (minus \$2,080 retainage=\$18,720), represents payment to R. Graham Construction for demolition, temporary support wall, stair repair, columns, support beam, concrete work, basement door, porch framing replacement, and porch column replacement.</p> <p>Wayde Hoppe, Architect recommends approving Change Order No. 2 and Payment No. 2 in the amount of \$20,800 for work completed, materials installed, and materials stored. Retainage has been increased \$2,080 totaling \$7,967.50. Total due to R. Graham is \$18,720.</p> <p>To date R. Graham Construction has earned \$79,675 for the Exterior Repair Project of the original project cost of \$95,000. To date \$14,325 of change orders have been presented to City Administration, Wayde Hoppe, and City Council. The budget for this project included \$9,500 of contingency funds. Contingency funds have been exceeded.</p>		
Materials: AIA Document G702-1992 Architect Certification for payment AIA Document G703-1992 R. Graham Proposal (Change Order #2)		



AIA Document G702 - 1992

Application and Certificate for Payment

TO OWNER: CITY OF FARMINGTON
 23600 LIBERTY STREET,
 FARMINGTON, MI 48335

PROJECT: GOV WARNER MANSION
 23600 LIBERTY ST, FARMINGTON,
 MI 48335

FROM: R. GRAHAM CONSTRUCTION, LLC
 30966 GRAND RIVER AVE,
 FARMINGTON, MI 48336

VIA ARCHITECT: HOPPE DESIGN, LLC
 47032 MCBRIDE AVE,
 BELLEVILLE, MI 48111

APPLICATION NO: 002
PERIOD TO: December 15, 2022
CONTRACT FOR: General Construction
CONTRACT DATE: August 17, 2022
PROJECT NOS: 2109 / /

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$95,000.00
2. NET CHANGE BY CHANGE ORDERS \$2,325.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$97,325.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$79,675.00
5. RETAINAGE:
 - a. 10.00 % of Completed Work
 (Column D + E on G703) \$7,617.50
 - b. 10.00 % of Stored Material
 (Column F on G703) \$350.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$7,967.50
6. TOTAL EARNED LESS RETAINAGE \$71,707.50
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$52,987.50
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$18,720.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$25,617.50
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,325.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$2,325.00	\$0.00
NET CHANGES by Change Order		\$2,325.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: By: Richard H. Hark Date: 12-15-22
 State of: _____
 County of: Wayne

Subscribed and sworn to before me this 15th day of December 2022

Notary Public: Elizabeth C. St. Thomas
 My Commission expires: 12/13/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$18,720.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702® - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "G702," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:11:51 ET on 12/15/2022 under Order No.2114392000 which expires on 12/14/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
 User Notes:

PROPOSAL

R.GRAHAM CONSTRUCTION, LLC. www.regrahamroofing.com 30966 Grand River Ave., Farmington, MI 48336 (248) 987-1155 (800) 842-4541 Fax (248) 987-1161	Proposal No. Sheet No. Date: 12/15/2022
---	--

Proposal Submitted To	Work To Be Performed At
Name: CITY OF FARMINGTON Address: 23600 LIBERTY ST, City: FARMINGTON, MI Phone (Main): 248-533-6298	Address: 33805 GRAND RIVER AVE, City: FARMINGTON, MI 48336 Email: Alt. Phone:

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

CHANGE ORDER: PROJECT #2109

- Install two (2) new post assemblies to front elevation of front porch

NOTE: Specifications to match existing replacements with steel supports, footings, cement pad, column

- Re-inforce floor joist below porch deck at front and rear stairs

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and Specifications submitted for above work and completed in a substantial workmanlike manner for the sum of with Payments to be made as follows:

- Payment per AIA schedule **DOLLARS (\$ 12,000.00)**

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor.

Respectfully submitted: **R.Graham Construction, LLC.**

Per: Richard Graham

Note-This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

Farmington City Council Staff Report	Council Meeting Date: December 19, 2022	Item Number 7C
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Construction Estimate No. 5 for the Oakland Street Reconstruction-Water Main Replacement		
Proposed Motion: Move to approve payment to V.I.L. Construction Incorporated for Construction Estimate No. 5 in the amount of \$5,000 and all interest earned for the Oakland Street Reconstruction-Water Main Replacement Project.		
<p>Background: In conjunction with the city’s consulting engineer’s Orchard Hiltz & McCliment Advisors (OHM), bids were solicited for the Oakland Street reconstruction. The selection of Oakland Street was based upon PASER ratings, other upcoming construction projects and the limited fire suppression flows. The project was awarded to V.I.L. Construction Incorporated of Sterling Heights Michigan at the June 7, 2021, Council Meeting.</p> <p><u>Construction Estimate No.5:</u> Releases the \$5,000 retainage held verifying turf establishment and addressing resident complaints of the restoration. VIL Construction provided OHM and the City of Farmington Administration video documentation of turf established the entire length of Oakland Street. OHM confirmed the grass seed met the specifications and VIL was not paid the entire unit pricing for restoration of the segment of Oakland Street from Grand River to Cass Street.</p> <p>VIL Construction located om Sterling Heights has earned \$1,517,358.99 of the original contract sum of \$1,518,958.10. The payment of \$5,000 is the release of all retainages held for the Oakland Street Reconstruction and Water Main replacement Project.</p> <p>Overall VIL Construction Incorporated has been a good contractor to work with and has improved their overall quality and efficiency.</p> <p>OHM recommends approving payment but not to release the final payment check until all closeout documents have been received.</p>		
Materials: OHM Recommendation of Payment Application No. 5		

PAYMENT APPLICATION



Project: City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Job Number: 0111-20-0090

OWNER: City of Farmington
23600 Liberty Street
Farmington, MI 48335
(248) 474-5500

CONTRACTOR V.I.L. Construction, Inc.
:
6670 Sims Drive
Sterling Heights, MI 48313
(586) 979-6020

Number: 5
Period End Date: 10/1/2022
Status: Approved
Contract Start Date: 7/5/2021
Contract End Date: 5/27/2022
Contract Duration: 326
Print Date: 12/15/2022

SCHEDULE On
STATUS:
NOTE:

Original Contract Amount:	\$1,518,958.10	Change Order 1:	(\$601.47)	Earnings This Period:	\$0.00
Change Orders Amount:	(\$1,299.11)	Change Order 2:	(\$697.64)	Earnings To Date:	\$1,517,658.99
Current Contract Amount:	\$1,517,658.99		(\$1,299.11)	Previous Retainage Amount:	\$5,000.00
Retainage: None				Retainage This Period:	(\$5,000.00)
				Less Total Retained To Date:	\$0.00
				Net Earned:	\$1,517,658.99
				Previous Earnings:	\$1,512,658.99
				Amount Due Contractor:	\$5,000.00
				Amount Due Contractor includes (\$5,000.00) of previously held retainage	

Approved By
Chuck Eudy - Public Works Superintendent - City of Farmington

Charles J. Eudy,
Superintendent
12/14/2022

Date _____

Prepared By

Matt Parks, Principal _____

Date _____

Items

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
Division: A - Miscellaneous									
1	Mobilization, Max, 5%	1.00 Ls	1.00	\$68,000.00	0.00	0.00	\$0.00	1.00	\$68,000.00
2	Audio Video Route Survey	1.00 Ls	1.00	\$1,500.00	0.00	0.00	\$0.00	1.00	\$1,500.00
3	Permit Fees Allowance	3000.00 Dlr	0.00	\$1.00	0.00	0.00	\$0.00	0.00	\$0.00
4	Traffic Maintenance and Control	1.00 Ls	1.00	\$219,000.00	0.00	0.00	\$0.00	1.00	\$219,000.00
5	Sidewalk, Rem	125.00 Syd	0.00	\$12.00	0.00	0.00	\$0.00	0.00	\$0.00
6	Subgrade Undercutting, Type II (Modified)	195.00 Cyd	332.38	\$42.00	0.00	0.00	\$0.00	329.29	\$13,830.18
7	Subgrade Undercutting, Type II (Special)	195.00 Cyd	0.00	\$33.00	0.00	0.00	\$0.00	0.00	\$0.00
8	Exploratory Excavation, Trench	80.00 Ft	5.00	\$5.00	0.00	0.00	\$0.00	5.00	\$25.00
9	Erosion Control, Inlet Protection, Fabric Drop	25.00 Ea	26.00	\$90.00	0.00	0.00	\$0.00	26.00	\$2,340.00
10	Maintenance Aggregate, 21AA	598.00 Ton	378.00	\$22.00	0.00	0.00	\$0.00	378.00	\$8,316.00
11	Trench Undercut and Backfill	134.00 Cyd	0.00	\$20.00	0.00	0.00	\$0.00	0.00	\$0.00
12	Utility Structure, Adj, Add Depth	12.00 Ft	0.00	\$40.00	0.00	0.00	\$0.00	0.00	\$0.00
13	Hand Patching	20.00 Ton	60.02	\$100.00	0.00	0.00	\$0.00	60.02	\$6,002.00
14	Sidewalk, Conc, 4 inch	1125.00 Sft	0.00	\$4.80	0.00	0.00	\$0.00	0.00	\$0.00
15	Sprinkle Line, up to 1 inch	250.00 Ft	1318.00	\$4.00	0.00	0.00	\$0.00	1318.00	\$5,272.00
16	Sprinkle Head, Remove & Reset	15.00 Ea	11.00	\$80.00	0.00	0.00	\$0.00	11.00	\$880.00
17	Sprinkle Head, Replace	15.00 Ea	132.00	\$100.00	0.00	0.00	\$0.00	132.00	\$13,200.00
18	Water Main, Class 54, DI, 10 inch, Tr Det G	10.00 Ft	0.00	\$198.00	0.00	0.00	\$0.00	0.00	\$0.00
19	Curb Stop & Box, greater than 1 inch	3.00 Ea	2.00	\$500.00	0.00	0.00	\$0.00	2.00	\$1,000.00
20	Lower Existing Water Main	4.00 Ea	0.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00
21	Private Water Service, Type K Copper, greater than 1 inch	5.00 Ea	0.00	\$1,200.00	0.00	0.00	\$0.00	0.00	\$0.00
22	Private Water Service, Type K Copper, up to 1 inch	5.00 Ea	0.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
23	Remove Water Service Lead	5.00 Ea	0.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00
24	Water Main Cut and Cap, up to 8 inch	8.00 Ea	8.00	\$400.00	0.00	0.00	\$0.00	8.00	\$3,200.00
25	Water Main Line Stop up to 8 inch	2.00 Ea	0.00	\$400.00	0.00	0.00	\$0.00	0.00	\$0.00
26	Water Service Jumper Connect, greater than 1 inch	3.00 Ea	2.00	\$800.00	0.00	0.00	\$0.00	2.00	\$1,600.00
27	Water Service, greater than 1 inch	3.00 Ea	0.00	\$1,100.00	0.00	0.00	\$0.00	0.00	\$0.00
28	Water Service, up to 1 inch	3.00 Ea	13.00	\$900.00	0.00	0.00	\$0.00	13.00	\$11,700.00

City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
107	34028 Oakland fence removal & reset	0.00 Dlr	1066.03	\$1.00	0.00	0.00	\$0.00	1066.03	\$1,066.03
109	33922 Brick paver reset	0.00 Dlr	550.00	\$1.00	0.00	0.00	\$0.00	550.00	\$550.00
A - Miscellaneous Sub-Total:							\$0.00		\$357,481.21
Retainage							(\$1,234.85)		
Division: B - Removals									
29	Dr Structure , Rem	3.00 Ea	3.00	\$450.00	0.00	0.00	\$0.00	3.00	\$1,350.00
30	Sewer, Rem, Less than 24 inch	15.00 Ft	32.00	\$28.00	0.00	0.00	\$0.00	32.00	\$896.00
31	Curb and Gutter, Rem	64.00 Ft	126.00	\$16.00	0.00	0.00	\$0.00	126.00	\$2,016.00
32	Pavt, Rem	6141.00 Syd	6490.77	\$4.00	0.00	0.00	\$0.00	6665.18	\$26,660.72
33	Sidewalk, Rem	736.00 Syd	773.03	\$12.00	0.00	0.00	\$0.00	773.03	\$9,276.36
34	Water Main, Rem	3235.00 Ft	2190.50	\$9.00	0.00	0.00	\$0.00	2190.50	\$19,714.50
35	Gate Valve & Box, Rem	5.00 Ea	5.00	\$350.00	0.00	0.00	\$0.00	5.00	\$1,750.00
36	Gate Valve & Well, Rem	5.00 Ea	7.00	\$450.00	0.00	0.00	\$0.00	7.00	\$3,150.00
37	Sign, Rem	21.00 Ea	3.00	\$80.00	0.00	0.00	\$0.00	3.00	\$240.00
38	Sign, Salvage & Reset	2.00 Ea	0.00	\$100.00	0.00	0.00	\$0.00	0.00	\$0.00
39	Hydrant, Rem	7.00 Ea	7.00	\$500.00	0.00	0.00	\$0.00	7.00	\$3,500.00
40	Water Main, Abandon with Flowable Fill	123.00 Ft	166.67	\$12.00	0.00	0.00	\$0.00	166.67	\$2,000.04
106	Reinforced concrete (underneath asphalt) removal	0.00 Dlr	4320.00	\$1.00	0.00	0.00	\$0.00	4320.00	\$4,320.00
B - Removals Sub-Total:							\$0.00		\$74,873.62
Retainage							(\$261.11)		
Division: C - Road									
41	Station Grading	21.00 Sta	23.50	\$2,980.00	0.00	0.00	\$0.00	23.50	\$70,030.00
42	Aggregate Base, 21AA (limestone), 8 inch	3316.00 Ton	2209.69	\$22.00	0.00	0.00	\$0.00	2209.69	\$48,613.18
43	Aggregate Base, 21AA (Limestone), Drive Approach, 6 inch	219.00 Ton	185.46	\$22.00	0.00	0.00	\$0.00	185.46	\$4,080.12
44	Shoulder, CI II, 6 inch, Special	219.00 Syd	207.11	\$9.00	0.00	0.00	\$0.00	207.11	\$1,863.99
45	Underdrain, Subgrade, Open-Graded, 6 inch	500.00 Ft	584.00	\$23.00	0.00	0.00	\$0.00	584.00	\$13,432.00
46	Driveway, MDOT HMA 13A, 4 inch	34.00 Ton	1.00	\$175.00	0.00	0.00	\$0.00	1.00	\$175.00
47	MDOT HMA 13A, 2 inch, Base Course	611.00 Ton	842.20	\$98.00	0.00	0.00	\$0.00	842.20	\$82,535.60
48	MDOT HMA 13A, 2 inch, Wearing Course	290.00 Ton	0.00	\$104.00	0.00	0.00	\$0.00	0.00	\$0.00
49	MDOT HMA 13A, 2 inch, Wearing Course w/ Integral Curb	352.00 Ton	0.00	\$111.00	0.00	0.00	\$0.00	0.00	\$0.00
50	Conc Pavt with Integral Curb, Nonreinf, 8 inch	279.00 Syd	262.44	\$78.00	0.00	0.00	\$0.00	262.44	\$20,470.32
51	Driveway, Nonreinf Conc, 6 inch	372.00 Syd	520.94	\$48.00	0.00	0.00	\$0.00	520.94	\$25,005.12

OHM Advisors

34000 Plymouth Road
Livonia, MI 48150

(734) 522-6711

OHM-Advisors.com

City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
52	Spillway, Conc	51.00 Ft	42.00	\$31.00	0.00	0.00	\$0.00	42.00	\$1,302.00
53	Curb and Gutter, Conc, Det D2, Modified	325.00 Ft	400.00	\$26.00	0.00	0.00	\$0.00	400.00	\$10,400.00
54	Curb, Conc, Det E2	38.00 Ft	44.00	\$31.00	0.00	0.00	\$0.00	44.00	\$1,364.00
55	Detectable Warning Surface	80.00 Ft	92.00	\$79.50	0.00	0.00	\$0.00	92.00	\$7,314.00
56	Sidewalk, Conc, 4 inch	5011.00 Sft	5034.25	\$4.80	0.00	0.00	\$0.00	5034.25	\$24,164.40
57	Sidewalk, Conc, 6 inch	703.00 Sft	1079.00	\$5.80	0.00	0.00	\$0.00	1079.00	\$6,258.20
58	Sidewalk Ramp, Conc, 6 inch	633.00 Sft	773.00	\$6.30	0.00	0.00	\$0.00	773.00	\$4,869.90
59	Post, Steel, 3lb	143.00 Ft	133.50	\$7.00	0.00	0.00	\$0.00	133.50	\$934.50
60	Pavt Mrkg, Polyurea, 6 inch, White	152.00 Ft	168.00	\$5.00	0.00	0.00	\$0.00	168.00	\$840.00
61	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	12.00 Ft	14.00	\$30.00	0.00	0.00	\$0.00	14.00	\$420.00
62	Sign	21.00 Ea	21.00	\$100.00	0.00	0.00	\$0.00	21.00	\$2,100.00
63	Turf Establishment	21.00 Sta	21.00	\$550.00	0.00	0.00	\$0.00	21.00	\$11,550.00
102	HMA, 5E1	0.00 Ton	314.91	\$124.00	0.00	0.00	\$0.00	313.69	\$38,897.56
103	HMA, 5E1 w/Curb	0.00 Ton	384.85	\$131.00	0.00	0.00	\$0.00	381.67	\$49,998.77
C - Road Sub-Total:							\$0.00		\$426,618.66
Retainage							(\$1,123.47)		
Division: D - Utilities									
64	Storm Sewer, CI IV, RCP, 12 inch, Tr Det B	20.00 Ft	51.00	\$174.00	0.00	0.00	\$0.00	51.00	\$8,874.00
65	Dr Structure Cover, Type B	9.00 Ea	8.00	\$400.00	0.00	0.00	\$0.00	8.00	\$3,200.00
66	Dr Structure Cover, Type C	2.00 Ea	4.00	\$700.00	0.00	0.00	\$0.00	4.00	\$2,800.00
67	Dr Structure Cover, Type D	2.00 Ea	2.00	\$550.00	0.00	0.00	\$0.00	2.00	\$1,100.00
68	Dr Structure Cover, Type G	6.00 Ea	6.00	\$300.00	0.00	0.00	\$0.00	6.00	\$1,800.00
69	Dr Structure Cover, Type Q	10.00 Ea	10.00	\$450.00	0.00	0.00	\$0.00	10.00	\$4,500.00
70	Dr Structure, 24 inch dia	3.00 Ea	5.00	\$3,600.00	0.00	0.00	\$0.00	5.00	\$18,000.00
71	Utility Structure, Adj	33.00 Ea	37.00	\$450.00	0.00	0.00	\$0.00	37.00	\$16,650.00
72	Polyethylene Encasement	2306.00 Ft	2276.50	\$1.00	0.00	0.00	\$0.00	2276.50	\$2,276.50
73	Temporary Water Supply System, 2 inch	3886.00 Ft	3884.00	\$4.00	0.00	0.00	\$0.00	3884.00	\$15,536.00
74	Water Main, Class 54, DI, 6 inch, Tr Det G	105.00 Ft	75.00	\$127.00	0.00	0.00	\$0.00	75.00	\$9,525.00
75	Water Main, Class 54, DI, 8 inch, Tr Det G	2235.00 Ft	2202.50	\$189.00	0.00	0.00	\$0.00	2202.50	\$416,272.50
76	Connection to Existing Water Main	5.00 Ea	5.00	\$5,200.00	0.00	0.00	\$0.00	5.00	\$26,000.00
77	Curb Stop & Box, up to 1 inch	45.00 Ea	43.00	\$400.00	0.00	0.00	\$0.00	43.00	\$17,200.00
78	Fire Hydrant Assembly	6.00 Ea	6.00	\$6,700.00	0.00	0.00	\$0.00	6.00	\$40,200.00
79	Gate Valve & Box, 8 inch	3.00 Ea	4.00	\$3,550.00	0.00	0.00	\$0.00	4.00	\$14,200.00
80	Gate Valve & Well, 8 inch	4.00 Ea	3.00	\$5,900.00	0.00	0.00	\$0.00	3.00	\$17,700.00

City of Farmington - West Oakland Street Reconstruction & Water Main Replacement

Item	Description	Original Quantity	Quantity Authorized	Unit Price	Quantity This Period	Quantity Held	Amount This Period	Quantity To Date	Amount To Date
81	Tapping Sleeve, Valve & Box	1.00 Ea	1.00	\$8,400.00	0.00	0.00	\$0.00	1.00	\$8,400.00
82	Temporary Hydrant Connection	4.00 Ea	4.00	\$250.00	0.00	0.00	\$0.00	4.00	\$1,000.00
83	Temporary Water Service Connection	43.00 Ea	42.00	\$60.00	0.00	0.00	\$0.00	42.00	\$2,520.00
84	Water Service Jumper Connect, up to 1 inch	44.00 Ea	28.00	\$600.00	0.00	0.00	\$0.00	28.00	\$16,800.00
85	Water Service, up to 1 inch	1.00 Ea	1.00	\$900.00	0.00	0.00	\$0.00	1.00	\$900.00
104	Sanitary lead repairs	0.00 Dlr	7633.36	\$1.00	0.00	0.00	\$0.00	7633.36	\$7,633.36
105	Temporary water main repairs	0.00 Dlr	398.14	\$1.00	0.00	0.00	\$0.00	398.14	\$398.14
108	48" drainage structure	0.00 Dlr	5200.00	\$1.00	0.00	0.00	\$0.00	5200.00	\$5,200.00
D - Utilities Sub-Total:							\$0.00		\$658,685.50
Retainage							(\$2,380.57)		
Division: E - Alley Removals									
86	Curb and Gutter, Rem	30.00 Ft	0.00	\$16.00	0.00	0.00	\$0.00	0.00	\$0.00
87	Pavt, Rem	229.00 Syd	0.00	\$4.00	0.00	0.00	\$0.00	0.00	\$0.00
E - Alley Removals Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		
Division: F - Alley Construction									
88	Mobilization, Max 5%, Alley	1.00 Ls	0.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00
89	Audio Video Route Survey, Alley	1.00 Ls	0.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00
90	Station Grading	2.00 Sta	0.00	\$2,980.00	0.00	0.00	\$0.00	0.00	\$0.00
91	Subgrade Undercutting, Type II (Modified)	8.00 Cyd	0.00	\$42.00	0.00	0.00	\$0.00	0.00	\$0.00
92	Subgrade Undercutting, Type II (Special)	8.00 Cyd	0.00	\$33.00	0.00	0.00	\$0.00	0.00	\$0.00
93	Aggregate Base, 21AA (limestone), 8 inch	129.00 Ton	0.00	\$22.00	0.00	0.00	\$0.00	0.00	\$0.00
94	MDOT HMA 13A, 2 inch, Base Course	25.00 Ton	0.00	\$175.00	0.00	0.00	\$0.00	0.00	\$0.00
95	MDOT HMA 13A, 2 inch, Wearing Course	25.00 Ton	0.00	\$175.00	0.00	0.00	\$0.00	0.00	\$0.00
96	Curb, Conc, Det E2	15.00 Ft	0.00	\$31.00	0.00	0.00	\$0.00	0.00	\$0.00
97	Minor Traf Devices	1.00 Ls	0.00	\$4,800.00	0.00	0.00	\$0.00	0.00	\$0.00
98	Turf Establishment	2.00 Sta	0.00	\$550.00	0.00	0.00	\$0.00	0.00	\$0.00
F - Alley Construction Sub-Total:							\$0.00		\$0.00
Retainage							\$0.00		



December 15, 2022

Mr. Chuck Eudy
DPW Superintendent
City of Farmington
33720 W. 9 Mile Road
Farmington, Michigan 48335

Regarding: Oakland Street Reconstruction / Water Main Replacement
OHM Job No. 0111-20-0090

Dear Mr. Eudy:

Enclosed is the final Payment Application No. 5 for the referenced project. We are currently awaiting the contractors required final documents which include: 1) Contractor's Declaration; 2) Contractor's Affidavit; 3) Consent of Surety; 4) Contractor's Sworn Statement and 5) Full Unconditional Waivers from subcontractors/suppliers.

V.I.L. Construction, Inc. has completed the work shown on the attached payment application for the period ending October 1, 2022, and we would recommend payment to the Contractor in the amount of **\$5,000.00** which includes the full release of previously held retainage - upon receipt of the above mentioned documents.

Sincerely,
OHM Advisors

A handwritten signature in black ink, appearing to read "Matt Parks".

Matt Parks, P.E.
Principal

cc: Joshua Leach, Assistant Superintendent (via e-mail)
Anthony Vani, V.I.L. Construction, Inc. (via e-mail)
Michael McNutt, OHM (via e-mail)
File

P:\0101_0125\0111200090_Oakland_St_Reconstruct_&_WM_Construction\Pay App_CO\Pay App\No.5 Pending\West Oakland St Recon_WM Replacement_Pay App 5.docx

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

Farmington City Council Staff Report	Council Meeting Date: December 19, 2022	Item Number 7D
Submitted by: Kate Knight, DDA Director		
<u>Agenda Topic:</u> Consideration to Adopt Resolution Approving the 2023 DDA Community Events Calendar, Temporary Liquor License Applications, Street Closures and Sidewalk		
<u>Proposed Motion:</u> Move to adopt resolution approving the 2023 DDA community events calendar, temporary liquor license applications, street closures, and designated sidewalk shopping dates as presented.		
<u>Background:</u> <p>The Farmington Downtown Development Authority, on behalf of the Downtown Farmington business community, is requesting that the City Council adopt a resolution approving the 2023 community events calendar, temporary liquor license applications, and street closures.</p> <p>In addition, the DDA respectfully requests the Mayor and Council permission on behalf of all the businesses within the Farmington DDA district, to participate in Sidewalk Shopping on any event day during 2023.</p>		
<u>Materials:</u> Draft Resolution 2023 DDA Community Events Calendar		

2023 Event Specifications

Event	Proposed 2022 Dates	Date details	Event Specs	Issues/Comments	Business or Community-Oriented	Ranking (Opportunity for Business Engagement)	Budget Impact
Public Art Event	February	Virtual Event	Month long event, passive program, incorporate Syndicate	Decision made to host passive program for month indoor event, vs. in-person event; would revisit with volunteer support in 2024 .	Community	5	PSD/Public Art Budget
Ladies Night Out	April 20, Nov 16	Last Thursday in April, 3 rd (typ 2 nd) Thursday in Nov	Open House: 5-9pm	Business participation is high.	Business	1	PSD
Art on the Grand	June 3-4 (Sat. – Sun.) Set up starts June 1	First weekend in June	Saturday: 10 am – 7 pm Sunday: 11 am – 5 pm	In partnership with City of Farmington Hills Cultural Arts. 2020 AoG was canceled in March (COVID-19) 2021 reduced program, back full strength 2022.	Both, structured to be in scale with and beneficial to business and restaurants	3	Sponsor/revenue funded
Rhythms in Riley Park	June 9 - Aug. 25 (NO Founders)	11 concert dates	Fridays: 7pm – 9pm	Series experienced growth in 2021/canceled in 2020	Community	7	Sponsor funded
Lunch Beats	June 7 - Aug 23	11 concert dates	Wednesdays: 12pm-1pm	Series attendance doubled from 2018 to 2019. Average attendance 100 each week. Need to extend reach.	Community, specifically bringing in employees who may not live in Farmington. Opportunity for 2023: drawing workforce from home offices.	6	PSD/ Sponsor funded
Grand Raven Festival	Month of October	31 Days of Raven	Bonfires, raven crows, films or other programming	New program in 2020 Strong repeat with public art and programming in 2021 and 2022.	Community	8	Sponsor
Harvest Moon Celebration	Sept. 14,15,16 (Thurs. – Fri.) Set up starts Sept. 13	Third full weekend in Sept.	<u>Thursday: 6 pm-11pm</u> “Low-Key Social Night” <u>Friday: 6pm-11pm</u> Harvest Moon Dance Taste of Farmington <u>Saturday: 6pm-11pm</u>	Needs a strong HMC Committee and more volunteer support; three night formula worked! Staff to consider contract for production support.	Community, for the most part. The Taste on Friday night welcomes restaurant participation.	4	Sponsor and revenue funded

			Harvest Party				
Small Business Saturday	November 25	Saturday after Thanksgiving	Open House, 10am-4pm	Business participation is good.	Business	2	PSD

Considerations:

1. Update sponsor packages in preparation for maximizing window of opportunity for sales
2. Support Staff for Events:

Public Art Event	Businesses/Knight/Westendorf
Art on the Grand	Knight/Westendorf
Rhythms in Riley Park	Concert Producer/Knight/Westendorf
Lunch Beats	Concert Producer/Knight/Westendorf
Harvest Moon Celebration	(Contract Producer?)/Volunteers/Knight/Westendorf
Grand Raven Festival	Volunteers/Knight/Westendorf
Small Business Saturday	Volunteers/Businesses/Westendorf
Ladies Night Out	Volunteers/Businesses/Westendorf

DRAFT RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL APPROVING THE DOWNTOWN DEVELOPMENT AUTHORITY'S 2023 EVENT CALENDAR WHICH INCLUDES DATES, TIMES, LOCATIONS, AUTHORIZATION FOR ROAD CLOSURES, AND AUTHORIZATION TO APPLY FOR TEMPORARY LIQUOR LICENSES.

WHEREAS, the Farmington Downtown Development Authority (DDA) has approved a 2023 schedule of events which includes: Public Art Event, two Ladies Night Out, Art on the Grand, Lunch Beats, Rhythms in Riley Park, Harvest Moon Celebration, Grand Raven Festival, and Small Business Saturday.

WHEREAS, the DDA requests approval for the entire year to assist their efforts with planning, cross promoting, and sponsorship opportunities; and

WHEREAS, the proposed calendar of events will require authorization from the City Council to close roads for certain events and to authorize the DDA to apply for temporary liquor licenses.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby approves the DDA's 2023 Calendar of Community Events with the following conditions:

1. Ladies Night Out
 - a. Days: Thursday April 20st, Thursday November 16th
2. Art On the Grand
 - a. Days: Saturday, June 3, 10am-7pm, and Sunday, June 4, 11am-5pm
Location: Closure of Grand River (from Farmington Rd. to Grove St.) and Market Place from Grand River to alley to the south of 33171 Grand River Avenue (Joe Butch)
 - b. Other: Hold the State of Michigan Department of Transportation harmless for liability, which may result in the closing of Grand River and authorize City departments to provide the service required for the Art on the Grand.
3. Lunch Beats
 - a. Days: Wednesdays, June 7-August 25, 12:00pm-1:00pm
 - b. Location: Pavilion Area and Riley Park
 - c. Other: Food truck option as permitted within DDA events, first right of refusal to downtown business
4. Rhythms in Riley Park
 - a. Days: Fridays, June 9 – August 25, hours 7-9pm
 - b. Location: Pavilion area and Riley Park
5. Harvest Moon Celebration
 - a. Days: Thursday, September 14, Friday, September 15, and Saturday, September 16 2023. Hours Each Night: 6pm-11pm.
 - b. Location: Pavilion/Riley Park area and the adjacent parking lot
 - c. Temporary Liquor License: Authorization for the DDA to apply for a temporary liquor license September 14, 15 16

6. Grand Raven Festival
 - a. Month of October
 - b. Location: Riley Park and DDA District
7. Small Business Saturday
 - a. Day: Saturday November 25th
8. Sidewalk Shopping
 - a. The Farmington DDA requests to implement downtown-wide Sidewalk Shopping on *any* event day during 2023.

**Farmington City Council
Staff Report**

Council Meeting
Date: December 19, 2022

**Item
Number**
7F

Submitted by: David Murphy, City Manager

Agenda Topic: Consideration to Amend Fiscal Year 2022-23 Budget

Proposed Motion:

Move to adopt Budget Amendment Resolution #2 amending Fiscal Year 2022-23 Budget.

Background:

The City's budget is adopted on a fiscal year basis, July 1 – June 30. Unfortunately, many of the City's projects take place during the summer and often span year end. Guessing how much of the project will occur in each fiscal year is difficult and forcing contractors to work within a specific fiscal year is expensive. As a result, Administration allocates the total cost of a project between fiscal years and when budget is not used in one fiscal year, the budget is added to the next fiscal year through a budget amendment. Attached is the budget amendment moving funds from the 2021-22 fiscal year to the 2022-23 fiscal year. None of the items on the budget amendment represent non-budgeted expenditures. They are just a reallocation of budget from one fiscal year to the next.

Materials: Budget Amendment Resolution #2 2022-23

CITY OF FARMINGTON

RESOLUTION _____

Motion by, _____ seconded by, _____

Budget Amendment No 2

Fund: General Fund		
Recreation and Culture	\$62,554	
Reduction of Fund Balance		\$62,554
To roll forward funds for the purchase of bleachers at Shiawassee and Drake Parks		

Fund: General Fund		
Economic and Community Development	\$15,000	
Reduction of Fund Balance		\$15,000
To roll forward funds for facilitating the sale of the Maxfield Training Center		

Fund: General Fund		
Public Safety	\$12,606	
State Shared Revenue and Grants		\$6,303
Reduction of Fund Balance		\$6,303
To roll forward funds for completion of public safety camera project		

Fund: General Fund		
Recreation and Culture	\$10,000	
Reduction of Fund Balance		\$10,000
To roll forward funds from Farmer Market profit to fund capital outlay around Riley Park		

Fund: General Fund		
General Government	\$10,000	
State Shared Revenue and Grants		\$10,000
To roll forward funds for fence repair at cemteries		

Fund: General Fund		
Recreation and Culture	\$40,000	
State Shared Revenue and Grants		\$40,000
To roll forward funds for Warner Mansion Repair		

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the foregoing appropriations provided that said claims and accounts have been lawfully incurred and approved by Council, Board, Commission or other City Officer authorized to make such expenditures, and

BE IT FURTHER RESOLVED that the City Manager shall prepare for the Council a financial report each quarter on the status of City funds as contained within the City budget.

Roll Call:
Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

MARY J. MULLISON, CITY CLERK

I, Mary J. Mullison, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held Monday, December 19, 2022 in the City of Farmington, Oakland County, Michigan.

MARY J. MULLISON, CITY CLERK

Farmington City Council Staff Report	Council Meeting Date: 12-19-22	Item Number 7G
Submitted by: City Manager		
Agenda Topic: Engage OHM to conduct a condition assessment study.		
Proposed Motion: Approve the proposed agreement from OHM to conduct a condition assessment study for city owned buildings other than city hall for a not to exceed amount of \$40,000.		
Background: The city hall conditions assessment was completed earlier this year and we budgeted money to have OHM complete the assessment on the remaining city buildings. Having this type of report would help us make more informed decisions about the repairs and maintenance to these buildings with less surprises.		
Materials: Proposal from OHM for a condition assessment for city owned buildings.		



December 16, 2022

David Murphy
City Manager
City of Farmington
23600 Liberty Street
Farmington, Michigan 48335

**RE: Revised Proposal for Professional Services
Farmington City Owned Building/Property Condition Assessments**

Dear Mr. Murphy:

Per the City's request, please accept this proposal for your review and the Council's consideration for a condition assessment of the remaining City owned facilities. It is our understanding that this work is to be completed during the current fiscal year. The exact timeframe and priority are at the Council's discretion.

PROJECT UNDERSTANDING

The City of Farmington is seeking to gain a better understanding of the condition of the following facilities (see attached exhibits for the limits of study):

1. Public Services building/property located at 33720 W. Nine Mile Road
2. Nine Mile Road Retention Treatment Basin (RTB) located at 32000 W. Nine Mile Road
3. Walter E. Sundquist Pavilion located at George F. Riley Park (33113 Grand River Avenue)
4. Gazebo located in front of Farmington Place (northeast corner of Grand River Avenue and School Street)
5. Civic Theater located at 33332 Grand River Avenue

The key elements of these assessments will include the following:

- ▶ Visual walk-through assessment of the current facility, including the building envelope, mechanical, fire, electrical, plumbing, and interior finish conditions.
- ▶ Evaluation of the exterior of the property, including fixed amenities (i.e. hardscape, fencing, signage)
- ▶ Provide a report identifying condition findings and recommendation for repairs to the building/property. An opinion of construction cost for recommendations will be included in report.

SCOPE OF SERVICES

The following is the scope of services that OHM will provide for this project.

Meeting 1 and Review of Existing Data/Site Walkthrough

We will review existing information such as original design documents, prior infrastructure/system assessments, capital improvement plans, or other information made available to the team. With initial information gathered, our team will walk the facility and provide a visual evaluation of the condition of the building and property, including:

- ▶ Site: utilities, pavement, sidewalks, pavers, drainage components, exterior lighting, fences/walls, gates,

- awnings, benches, canopies, signage, and other permanently installed structures, as applicable.
- ▶ Exterior Building Systems: all exterior building components, including but not limited to roof, walls, masonry, siding, brickwork, window systems, exterior doors, and other structural components.
- ▶ Interior Building Systems: walls, doors, windows, floors and ceilings, floor coverings, stairs and handrails, lighting, visible structure, and finishes.
- ▶ Areas with limited accessibility (no measurements will be taken).
- ▶ Heating, Ventilation, and Air Conditioning Systems.
- ▶ Electrical and Electrical Distribution Systems.
- ▶ Plumbing Systems.

As part of this walkthrough, OHM Advisors will meet with City staff to identify and discuss any current maintenance issues. This meeting will be virtual in an effort to save time and budget. Digital photos may also be used for documentation of system conditions to support the assessment process and report deliverables.

Assessment Report

Based on information gathered during the walk-through, capital improvements plan, direct system knowledge, and existing information provided, OHM Advisors will prepare a report documenting the facility deficiencies, along with recommendations for replacement and/or renovation. The report will provide a single option for repair and replacement and utilize this as the basis for opinion of costs. Opinions of construction costs will be compiled for the recommendations and include Overhead and Provide, general conditions, and contingency.

Meeting 2: Draft Report Review

OHM will meet virtually with City staff to review site assessment findings, recommendations, and opinion of costs for feedback to incorporate into final report deliverables.

Final Report Deliverable

Final assessment report to include the following:

- ▶ Facility Assessment, noting deficiency and photos.
- ▶ Recommendations for replacement or building/site renovations.
- ▶ Opinion of construction costs.

SCHEDULE

We are prepared to begin the project upon written authorization by the client with an estimated project start after February 1, 2023, with a completion date of three (3) months thereafter.

FEE SCHEDULE

The Professional Services will be performed on an hourly not-to-exceed basis, in accordance with the established Hourly Rate Schedule for the City of Farmington. The amount is based on the above scope of services, the assumptions listed below, and the information available at this time.

1. Public Services building/property	\$11,500
2. Nine Mile Road Retention Treatment Basin (RTB)	\$12,000
3. Walter E. Sundquist Pavilion located at George F. Riley Park	\$ 7,000
4. Gazebo located in front of Farmington Place	(included with #3)
5. Farmington Civic Theater	<u>\$ 9,500</u>
TOTAL	\$40,000

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- OHM would be pleased to provide any additional services for this project not specifically described in the scope of services. Those services can be provided on an hourly rate basis or a not to exceed flat fee.
Services not included in this proposal:
 - a. Space planning layouts/schematic plans or market analysis.
 - b. Detailed building analysis, destructive testing, or engineering studies of the existing facility outside the scope of what is described above.
 - c. Assessment of furniture and portable equipment.
 - d. Regulatory and client meetings not specifically referenced.
 - e. Construction material testing.
 - f. Structural calculations and assessment of structural system capacities.
- Detailed analyses, testing (destructive or otherwise), or performance system calculations (be it structural, mechanical, audio/visual, plumbing, or otherwise) are not included in the scope. Opinions and conclusions are based solely upon visual observations and, as such, should be considered preliminary. The Where necessary, the owner must have these opinions and conclusions verified through a detailed analysis. No warranty, either express or implied, is made or intended.
- Previous work performed for the City Department of Public Services and the County Water Resource Commission for the RTB property will be included as an appendix but will not be updated as a part of this scope.
- City will provide any available supporting documentation regarding each of the included facilities and OHM will scan for future use by both parties.

We are thankful for this opportunity to provide professional services. Should you find this agreement acceptable, please execute and return a copy to us for our files. We look forward to working with the city on another successful project. If you have any questions, please feel free to contact Matt or Jennifer at Matt.Parks@ohm-advisors.com, Jennifer.Morris@ohm-advisors.com or 734.522.6711.

Sincerely,
OHM Advisors



Matthew Parks, P.E.
Principal



Christopher Ozog, AIA
Project Manager

Encl: Terms and Conditions
Limits of study maps

cc: Austin Downie, OHM Advisors

**City of Farmington – Public Building/Property Condition Assessment
Professional Services**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

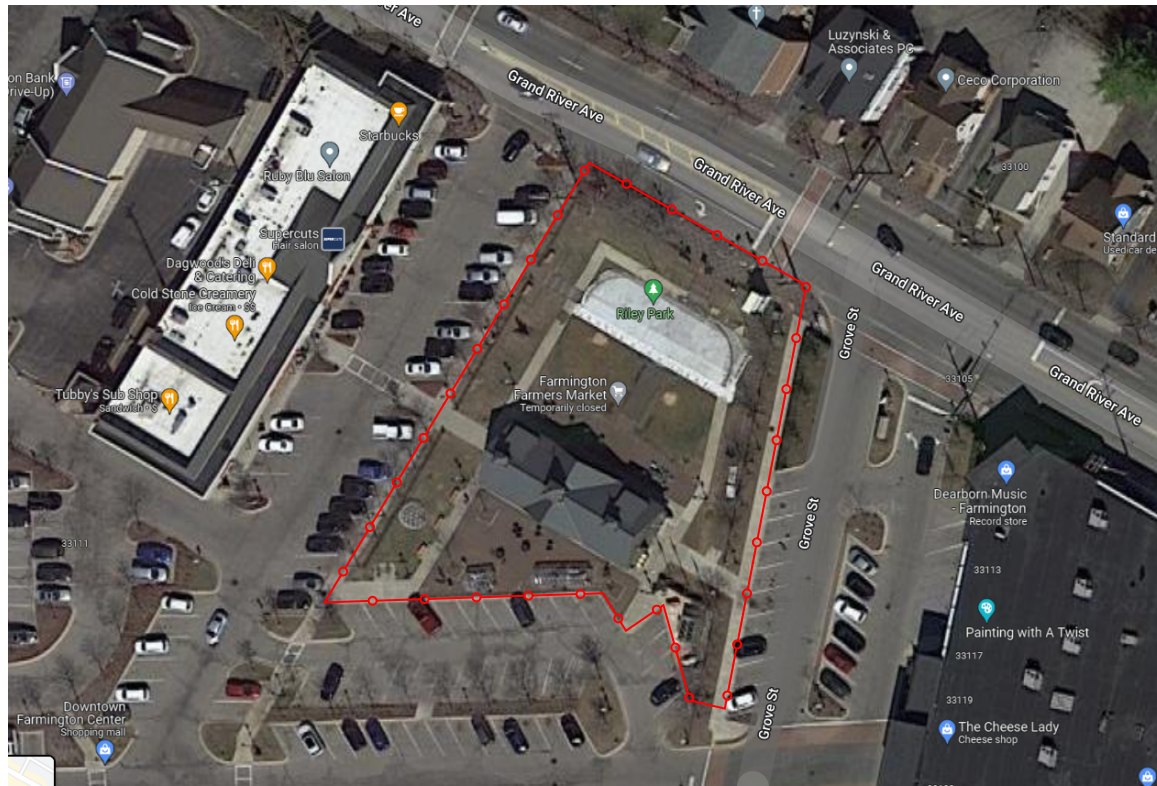


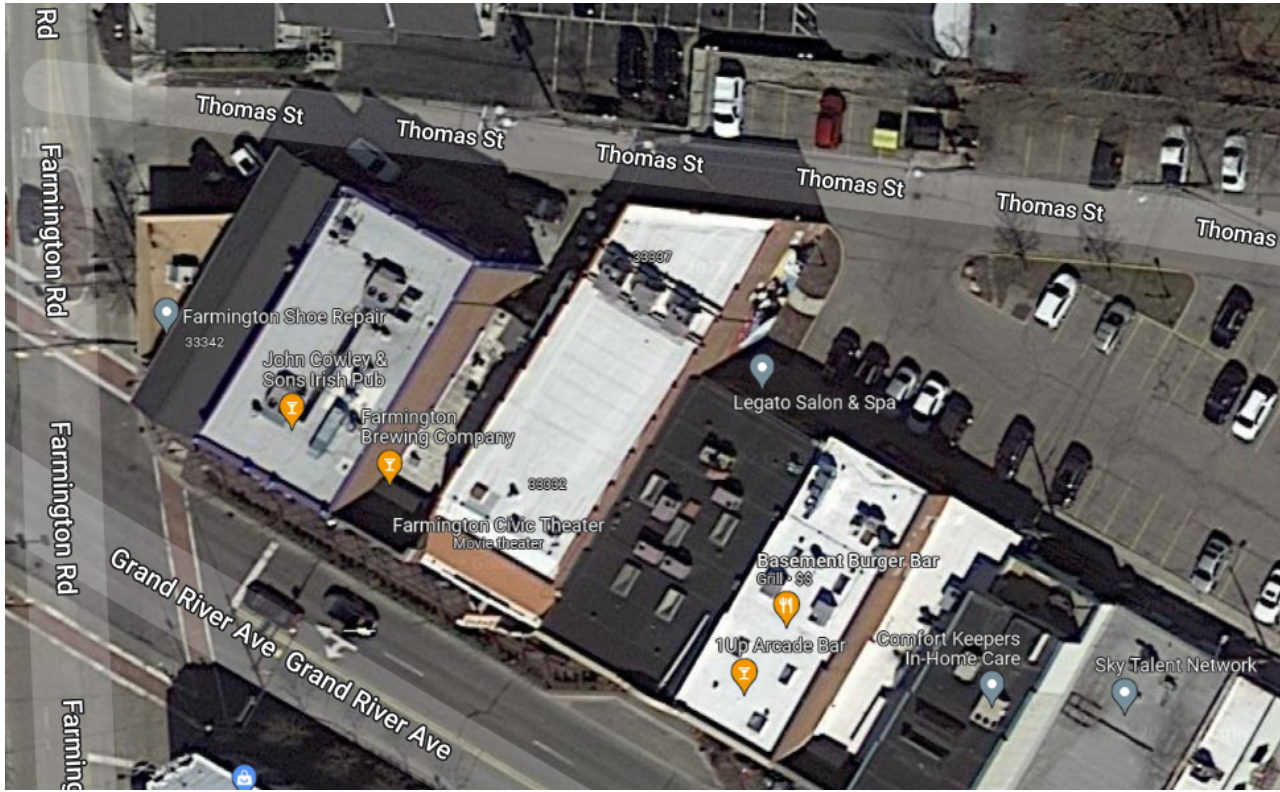
TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.



17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.





no site

