



Regular City Council Meeting
7:00 p.m., Monday, July 19, 2021
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. **Fourth Quarter Building Department Report**
 - F. **Department of Public Works Quarterly Report**
 - G. **Accept resignation of Rachel Gallagher from Downtown Development Authority**
4. **APPROVAL OF REGULAR AGENDA**
5. **PUBLIC COMMENT**
6. **PRESENTATIONS AND PUBLIC HEARINGS**
 - A. **Public Safety promotions: Deputy Director, Commander and Sergeant**
 - B. **Public Hearing: Principal Shopping District**
7. **NEW BUSINESS**
 - A. **Consideration at approve resolution to move forward renewing the Principal Shopping District Special Assessment and direct the City Assessor to prepare a special assessment roll for the district**
 - B. **Consideration of the second amended resolution designating The City of Farmington "Syndicate" Social District and Defining the Commons Area to include extended hours and all eligible license holders**
 - C. **Consideration to authorize an increase in Civic Theater wages to bring them up to market levels**
 - D. **Oakland County Water Resource Commissioner Office update on Evergreen Farmington Sewer as a Chapter 20 Section 471 Drain**
 - E. **Consideration to approve construction estimate and payment for local street crack sealing program**
 - F. **Consideration to ratify payment for landscaping improvements at Public Safety/City Hall**
8. **PUBLIC COMMENT**

9. CLOSED SESSION – CITY MANAGER’S REVIEW

10. CITY COUNCIL COMMENTS

11. 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: July 19, 2021	Item Number 3A
Submitted by: Melissa Andrade, Assistant to the City Manager		
<u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions		
CIA: June 2021 DDA: June 2021 Historical: January 2021 Parking: June meeting canceled Pathways: May 2021 Planning: June 2021 ZBA: July meeting canceled Library: June minutes not yet posted Farmington/Farmington Hills Arts Commission: May 2021 Commission on Children, Youth and Families: Meetings just resumed, no approved minutes yet Emergency Preparedness Committee: Meetings just resumed, no approved minutes yet		

**CITY OF FARMINGTON
GRAND RIVER CORRIDOR IMPROVEMENT AUTHORITY
MINUTES
June 10, 2021**

CALL TO ORDER

The Farmington Grand River Corridor Improvement Authority meeting was called to order at 8:10 a.m. by Economic and Community Development Director Christiansen.

Members Present: Acceturra, Carron, Graham, King, O'Dell, Schneemann, Thomas,
Members Absent: None
Staff: Christiansen, Seimer (AKT Peerless/City of Farmington Hills), Novak (OHM Advisors),
Manley (OHM Advisors)

APPROVAL OF AGENDA

Motion by O'Dell, supported by Thomas to approve the agenda. Motion approved unanimously.

APPROVAL OF MINUTES

Motion by O'Dell supported by Schneemann to approve the May 13, 2021 minutes. Motion approved unanimously.

GRAND RIVER CORRIDOR VISION PLAN UPDATE – OHM ADVISORS

Marguerite Novak of OHM Advisors discussed the current status of the Grand River Corridor Vision Plan Update and presented the scheduled project update. Workshop #2 was presented. Workshop #3 will be held at the next CIA Board meeting.

PUBLIC COMMENT

None.

BOARD COMMENT

None.

ADJOURNMENT AT 10:05 am



6:00PM Wednesday, Jun 2, 2021
Virtual Zoom Conference Room
Meeting ID: 812 9733 9614
Passcode: 009694
23600 Liberty Street
Farmington, MI 48335

MINUTES

1. Roll Call

- a. **Present:** Chris Halas, Todd Craft, Claire Perko, Linda Deskins, Sara Bowman, Tom Pascaris, Rachel Gallagher, Tom Buck, Miguel Williams
- b. **Absent:**
- c. **Others Present:** Kate Knight, Jess Westendorf

2. Approval of Items on Consent Agenda

- a. **Minutes: May 5, 2021 DDA Regular Meeting**
- b. **Minutes: February 24, 2021 DDA Promotion Committee**
- c. **Minutes: April 14, 2021, DDA Promotion Committee**
- d. **Minutes: April 14, 2021 DDA Business Development Committee**
- e. **Minutes: April 26, 2021 Public Art Committee**
- f. **Minutes: April 22, 2021 DDA Design Committee**
- g. **Minutes: April 29, 2021 DDA Design Committee**
- h. **Minutes: May 6, 2021 DDA Design Committee**

**Motion by Pascaris, seconded by Bowman to approve the items on the consent agenda.
Passes Unanimously**

3. Approval of Regular Agenda

**Motion by Halas, seconded by Gallagher to approve the items on the Regular agenda.
Passes Unanimously**

4. Public Comment

Opened and closed by Craft at 6:02.

5. Financial Snapshot

Overview by Knight, YTD through April 30th. CARES act funding is reflected.

6. Executive Director Update

Much happening right now as you can see by all the meeting minutes in this packet.

- Closing up the fiscal year and preparing for Art on the Grand this weekend, which we are thrilled to be hosting again after taking a year off for the pandemic. New this year- half the artists in the same footprint making for a spread out festival, live Jazz, merchant driven Block Party hosted by Chive and featuring our brand new business Dearborn Music.
- Build out happening at Dearborn Music, hopefully opening in a month.
- Beyond Juice opening in a month at the former Vape Shop.
- Jills Pharmacy, Apothecary, Blue Hat in progress.
- The DDA is hiring seasonal positions- A porter, to accommodate extract traffic downtown with the talented Leila Mullison.
- PSD study group has met once and the PSD renewal progress has begun.

- We continue to push with County Executive Dave Coulter's 2021 COVID-19 economic recovery task force for downtowns as we strategize short- and long-term investment through the American Rescue Plan. The last funding round allocated to Chambers of Commerce, for instance, but not DDA's. The conversation has been very direct in requesting more for Downtown Farmington and peers.
- We are also working with the county to identify the five to ten downtown business examples crucial to our continued economic development strategy. It is an effort to sustain, develop and aid existing needs and future opportunity.

7. Committee Updates:

a. Organization Committee

No update today

b. Design Committee

Update by Perko. Two meetings this past month. 1) Mi.Mosa entrance on the back for tent structure offered input. 2) Met to have input on the new sign ordinance to have input with relation to sandwich boards and temporary signage.

d. Public Art Committee

Update by Gallagher. Installed new Ken Thompson sculptures are Riley Park and have more sculptures potentially in the works.

e. Promotions Committee

Update by Halas. Reviewed latest phenomenal Metromode analytics. Committee has been hard at work on water bill inserts promoting Rhythms / Lunch beats and a Harvest Moon/volunteer call to action.
Social media update by Westendorf.

f. Business Development Committee

Update by Pascaris. Committee is engaged with PSD renewal activities and working on planning the next Gibbs meeting. Also identifying several properties and areas for redevelopment, up to 7 within the DDA.

8. Other Business

Gallagher: Legato won second best salon in Detroit! Congrats to Legato! Next month will be Rachel's last DDA board meeting as she launches her new business in New York.

Deskens: Reading city council minutes and noticed that the food truck requirements was deferred to the DDA by Joe. Questioned if the DDA is putting together a position on this.

Knight: The DDA is working on several points for a framework. We have an ordinance that works with the DDA presently that ensures we can have food trucks at events that takes into account our Downtown Businesses and support.

Bowman: Happy to share the details of the food truck ordinance. Please ensure that you are sharing the correct information as there is misinformation circulating that the current ordinance that is too restrictive.

Halas: It is extremely important to be an ambassador and have correct talking points on our agenda. We are the frontline for Downtown. Our neighbors and friends know we are on the board and ask us things for clarification. It is incredibly easy for anyone to get on social media and share their opinion without context or clarification.

9. Board Comment

Buck: Rachel, thank you for your many years of service. You always brought your voice and thoughts and have made us stronger. Suggested that we have CVS do a public announcement of walk-in a vaccination taking advantage of the traffic downtown this weekend. Food trucks compete with restaurants and should be in restaurant underserved areas not to compete with our main property tax paying businesses.

Knight: Thank you Rachel, my first DDA chair in 2017. I appreciate your advocacy for public art and retail and your willingness to street fight anyone over parking.

Craft: Thank you Rachel. Appreciate your time, experience, and your parking committee experience. We appreciate you! Regarding food trucks- someone just organized a food truck rally in their neighborhood, showing that you can have food trucks.

10. Adjournment

Buck motion to adjourn second by Bowman. Passes unanimously.

HISTORICAL COMMISSION REGULAR MEETING

January 28, 2021

1. Call to order 7:05 pm.
2. Roll call - Laura Myers, Robert Senn, Janie Gundlach, Ben Ridderbos
3. Approval of agenda - moved Gundlach, seconded Senn, all ayes
4. Public Comment - none
5. Approval of Minutes – regular meeting of December 3, 2020, moved Myers, seconded Ridderbos, all ayes.
6. Financial Report – In 2019, the mansion earned \$33,000 in revenue. In 2020, the mansion received \$10,000 in Covid relief funds for the year.
7. Warner Mansion Activities - the Mansion is closed for the winter. No events planned until mid-summer. Some programs that should be considered once we reopen are:
 - October Fundraiser
 - Donations of costume jewelry
 - Founders Day donations
 - Tea
 - Cemetery Walks
 - Holiday Tea – December
 - Christmas Walk
8. New Business
 - a. Mansion awarded additional Oakland County Covid grant - \$2000
 - b. Postponed home research seminar until we can hold it in person
 - c. Gundlach and Senn volunteered to seek positions on the Friends of the Warner Mansion board
9. Old Business
 - a. Warner Mansion Fountain Repair – Nothing to report
10. Correspondence and Communications – none
11. Commission Comments - none

12. Adjournment – 7:27pm

FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

MINUTES

May 12, 2021

1. CALL TO ORDER

- Meeting Called to order by Sue Lover 7:04pm

2. ROLL CALL

- Brent Bartman
- Bill Gesaman
- Sue Lover
- Tim Prince
- Joe VanDerZanden
- Maria Taylor
- Chris Weber
- Kevin Christiansen
- Susan Arlin - Absent

3. APPROVAL OF AGENDA

- Motion to approve by Maria Taylor Supported by Tim Prince
 - i. unanimous approval

4. APPROVAL OF MINUTES

- Meeting Minutes, April 14, 2021
 - i. Moved to approve by Brent B. Supported by Bill G.
 - ii. Unanimous approval

5. OLD BUSINESS

- OLD FARMINGTON ROAD BRIDGE AND SHIAWASSEE TO HERITAGE PARK CONNECTION
 - i. (Feedback on hike)
 - General thought is that it is doable, and a path could be carved that would not intrude upon private property.
 - Joe mentioned the one area where the river was crossed may not be the best, and the one 'no trespassing' sign seen.
 - Bill brought up that Army Corps of Engineers would have to be involved with any bridge construction and asked "Is this a deal breaker?"
 - Chris W. mentioned that Farmington Hills investigated this type of path a few years back and property owners put up some resistance.
 - Sue and Kevin spoke about DNR and EAGLE involvement requirements and benefits.
 - In summary, Maria pointed out that property owners' decision and results of easement investigation will determine our ability to pursue.

- Kevin C. and Chris W both pointed out that if we're able to move forward, there are a number of options for reaching out to property owners. Letters, phone calls, one-on-one meetings, open house meetings or handle at Pathways Committee meeting.
 - Kevin said that involving them in the early stages would help draw them in to the project if they are interested, rather than, storming in and telling them what to do.
 - ii. (Eastern Michigan Update)
 - Bridge replacement by civil engineering students. Sue L. spoke to the school and learned details. This would be a student project that would include rough cost estimate and engineered drawings for visualization options.
 - Another option for this is as the school's chosen community project, which would have students involved working with contractors to complete the project. Farmington would need to fund the project.
- SAFE ROUTES TO SCHOOL (Update)
 - i. Proposed pathway would benefit a large number of residences, all of Chattham Hills Sub, and Apartment complexes.
 - ii. Sue suggested watching the SRtSchools presentation that can be viewed live or pre-recorded.
 - iii. Sue L. provided the seminar link, all members should watch prior to the June meeting.
 - <https://saferoutesmichigan.org/upcoming-trainings/>
- DRAKE ROAD AND OAKLAND STREET/DRAKE HEIGHTS PAINTED CROSSINGS (Update)
 - i. Chris W spoke with Chuck Eudy and said it's been possible, and said that since there have been no issues reported that it was not at the top of their list for painting. Will not be pursued at this time.
- FARMINGTON LIBRARY STORYBOOK PATH (Transmitted Brooklyn middle lane idea to Design Committee)
 - i. Design committee pictures have been requested.
 - ii. Crossing between William's Family Medicine and Firestone causes some concern
- MAYFIELD STREET, SLOCUM TO GRAND RIVER (Update)
 - i. Chris said Chuck Eudy reported they would fix this crossing as part of 2021 work.
- GILL/GRAND RIVER AND GILL/FREEDOM PEDESTRIAN CROSSINGS (Update)
 - i. Summer 2022 will have work on Gill Road at Freedom and Gr. River and this area will be addressed then. Tabled for 2021.
- BIKE LANE NORTH SIDE SHIAWASSEE PARK
 - i. Bike lanes will be a potential area to address the next time that road is painted or paved. Timing for this expected to be 2023-2024

6. NEW BUSINESS

- a. ANY NEW TARGET AREAS?
 - i. VALLEYVIEW CIRCLE NORTH SIDE SIDEWALK

- i. Can sidewalk on the North side of the circle be extended from where it ends 3 houses from Power road.
 - ii. City will investigate easements.
 - iii. Committee agreed that it would be nice to address this, but is not a high priority project. It will be noted as a potential area that was reviewed. (see Other Responsibilities section below)
 - ii. Bill G. brought up a 16 acre open space that exists in Farmington Hills south of M5, between Parker and Lundy Drive. It seems to be privately owned, and has been up for sale for a number of years. neighborhood residents use it as a park, and Bill wondered what it would take to make it one. Kevin C. gave Bill information about researching the Farmington Hills records and who to contact for additional information.
- b. FIELD TRIP TO CHATHAM HILLS DRAKE PARK CONNECTION
 - i. Susan A. was nominated to suggest dates and schedule the field trip.
- c. OTHER RESPONSIBILITIES
 - i. Report to the City Council on our progress. Suggest presenting in October/November.
 - i. High-level overview 5-10mins.
 - ii. Also helpful to consolidate information of areas we've reviewed.
 - iii. Tim P. said he could present to council.
 - iv. Will discuss preparing the presentation at our next meeting.

7. PUBLIC COMMENT

No public Comment

8. COMMITTEE MEMBER COMMENT

- o Bill G. asked about Maxfield Training Center project status and state of our review and potential suggestions or support for the project.
 - i. Chris W. confirmed that the legal document for purchase was currently being drawn up. Robertson Bros. then will review the property and perform environmental assessment for a few months and then have the option to commit to the purchase. After that official plans will be sent to the city and we can review.

9. ADJOURNMENT

- o Maria T. moved to adjourn, supported by Bill G.
- o Unanimous approval.
- o Meeting adjourned at 8:17pm.

Next meeting: June 9, 2021

FARMINGTON PLANNING COMMISSION PROCEEDINGS
23600 Liberty Street
Farmington, Michigan
June 14, 2021

Chairperson Majoros called the Meeting to order via Zoom remote technology at 7:03 p.m. on Monday, June 14, 2021.

ROLL CALL

Present: Crutcher, Kmetzo, Majoros, Mantey, Perrot, Waun, Westendorf
Absent: None
A quorum of the Commission was present.

OTHER OFFICIALS PRESENT: Director Christiansen, Recording Secretary Murphy, Brian Golden, Director of Media Services.

APPROVAL OF AGENDA

MOTION by Crutcher, supported by Perrot, to approve the agenda.
Motion carried, all ayes.

APPROVAL OF ITEMS ON CONSENT AGENDA

A. May 10, 2021 Minutes

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

REQUEST TO RESCHEDULE PUBLIC – HEARING – PROPOSED ZONING ORDINANCE TEXT AMENDMENT: PERMANENT OUTDOOR SEATING ENCLOSURES

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

Director Christiansen stated as you indicated, Mr. Chairman, this item is a request to reschedule the public hearing for a proposed zoning ordinance text amendment regarding permanent outdoor seating enclosures. As you are aware the proposed amendment would amend Chapter 35, Zoning Article VII. The Commercial Zoning District section of the Zoning Ordinance to permit outdoor seating enclosures within outdoor seating areas. You may recall that the DDA Design Committee has reviewed this at their April 22nd meeting and they recommended the amendment to the Planning Commission, the comments that they made and those comments were attached with a set of minutes and that's also again included with your staff packet this evening. At the May 10th Planning Commission Meeting, which was your last meeting, you'll recall the Commission reviewed the proposed zoning ordinance text amendment and scheduled the required public hearing for this evening. A copy of the draft ordinance is attached with your staff packet

City of Farmington Planning Commission

June 14, 2021

Page 2

as well. The reason it was requested was the initiator of this proposed amendment which had appeared before the City Council, the City Council then had given direction to City Management, Administration, to move forward with the draft amendment. That's gone through then being created by the City Attorneys, again through the DDA Design Committee and now before you, the Public Hearing being scheduled, the restaurant/business owner who initiated this wasn't able to make the meeting tonight, already had another engagement and asked if we could, the Planning commission would consider rescheduling this Public Hearing and if so, staff would recommend in light of that and as has been requested that if you are so willing that we reschedule this to your next meeting which is your July 12, 2021 meeting.

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

Majoros then asked Christiansen if just by delaying a month, right, it's not like this is going to create any major problem, but there's no pressing item, just missing the Applicant, it's just a month delay and it won't cause major heartache, that's my assumption, is that correct and Christiansen replied that's correct.

Majoros asked if there were any questions or comments and if none, we'll entertain a motion to request to reschedule the Public Hearing to the next regularly scheduled Farmington Planning Commission meeting for July 12, 2021.

MOTION by Waun, supported by Perrot, to reschedule the Public Hearing for the proposed zoning ordinance text amendment, permanent outdoor seating enclosures, for the Planning Commission meeting to be held July 12, 2021.

Motion carried, all ayes.

PROPOSED BUILDING FAÇADE MODIFICATION – GLP FINANCIAL, 33321, 33329, 33335 GRAND RIVER AVENUE AND 23612, 23616, 23622 FARMINGTON ROAD

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

Director Christiansen stated this item is a review of a proposed building façade modification to the existing building units adjacent to the Farmington State Savings Bank for GLP Financial. The proposed modifications include new awnings which are actually replacement awnings for the existing awnings for the front of the existing commercial building units. At their June 10, 2021 meeting the Downtown Development Authority Design Committee reviewed and recommended the proposed building façade modifications, the awnings as proposed, to the existing buildings, the units, for GLP Financial to the Planning Commission in accordance with the submitted plans. And

City of Farmington Planning Commission

June 14, 2021

Page 3

there's a copy from last Thursday's DDA Design Committee Meeting, the minutes attached with your staff packet.

The Zoning Ordinance, Section 35-104 (2)(a) and Section C (4) of the Zoning Ordinance, Central Business District, CBD, nonresidential and mixed use development requirements permits awnings for buildings in the Central Business District projecting over the public sidewalk with Planning Commission approval and subject to conditions after review and recommendation from the DDA Design Committee which has taken place. The Applicant has submitted plans for the proposed building façade modifications, the awnings as proposed, the submitted plans include front building elevations and project detail specifications. It is my understanding that the Applicant would be in attendance at this meeting this evening to review the proposed building façade modifications, again, the awnings, with the Commission, I'm not sure they're in attendance or not so if they aren't we can continue to move forward, if they are, we can let them present what they're proposing. I will turn it back to you right now, Mr. Chair.

Majoros opened up the floor to see if a representative for the Applicant was present. Hearing no one, he asked Christiansen to continue with his overview.

Christiansen said there's actually two elevation graphics, they're attached with your staff packet. First off, these are the minutes from the Design Committee, they had an opportunity to review the awnings as proposed. They basically had agreed they are an improvement to the existing awnings, they appreciated and liked the dark awnings, the darker color. They did ask about changes to the bank building itself in relationship to what is proposed and that question then was responded to and we'll go over that really quick. So, again, the Design Committee was in favor of the awnings, and that's reflected in the meeting minutes. If we go to the graphic, the first picture, this is the picture along Grand River that shows the existing units building portion adjacent to the east side of the Farmington State Savings Bank and those would be the units that are addresses 33321, 33329 and a portion of 33335. You'll see that there are awnings that are shown here, black awnings that are supported by metal framing above the windows of these three units. Currently there are awnings in the exact same places, metal framing, and there are awnings that are a striped color, they've been there for quite a while. What is intended here is replacement of these awnings. You'll also note that this does not include the Farmington States Savings Bank proper. You might recall that last fall in September you reviewed a façade modification and approved that façade modification for the Farmington States Saving Bank for both its north Grand River and west Farmington Road frontages on the approved site plan was bringing back the 100 year old bank building façade to its original luster, you'll remember that. What these buildings or units are, are the ones also owned by GLP Financial but they're adjacent to it, it's the ancillary, it's the adjacent units and buildings. So, this is the Grand River frontage, this is the Farmington Road frontage. Again, you can see the end of the Savings Bank Building, then the three units here to the

City of Farmington Planning Commission

June 14, 2021

Page 4

south, and those units are 23612, 23616, and 23622 Farmington Road. And you can see that the awnings again above the windows are replacing the existing awnings, metal frames, the dark awnings, the black awnings replacing the ones that are there now that are the striped awnings. So, that's the request. This is something that's required by ordinance when there's this kind of modification because it is a structural change, it also changes the façade, it requires your review and approval and also as has been done the review and recommendation of the DDA Design Committee.

Majoros thanked Christiansen and opened up the floor for questions from the Commissioners.

Commissioner Crutcher stated the awnings are existing and so really the only change is the color of the awnings because there are already awnings there on the building, correct?

Christiansen replied it's the change of the color and the material, they're brand new awnings, but yes, they're replacement, same type of awning in the same location. But they are new so it does require your review and your action.

Majoros said and to confirm, there's no size difference, there's no length, height, etc., they're basically the size and structure and basic footprint of what exists today.

Christiansen said it's the basic footprint, basic size, basic location, yes.

Majoros asked if there were any further questions from the Commissioners. Hearing none, he stated it's pretty straightforward, to doublecheck we have confirmation and review and approval from the DDA Design Committee, Kevin, that's correct?

Christiansen replied they reviewed and they made their recommendations to you, yes. You are responsible with the approval; they have the responsibility by ordinance for review and recommendation to you.

Chairperson Majoros called for a motion from the Commissioners.

MOTION by Kmetzo, supported by Crutcher, to approve the proposed building façade modification for Farmington State Savings Bank, GLP Financial, 33321, 33329 and 33335 Grand River Avenue and 23612, 23616, and 23622 Farmington Road.

Motion carried, all ayes.

UPDATE – CURRENT DEVELOPMENT PROJECTS

City of Farmington Planning Commission

June 14, 2021

Page 5

Chairperson Majoros asked Director Christiansen if there are any cycle over cycle comments that you would like to make on any updates and then we'll open the floor for the Commissioners for any questions you might not have covered.

Christiansen stated he is happy to share with you this update this evening. As long as we're talking about the Farmington States Savings Bank why don't we continue on. The interior build out and then the façade modifications that were approved by the Planning Commission through site plan review last fall, are soon to be initiated. All of the planning and all of the construction plans and permits are in place, the final items are getting buttoned up in terms of project schedule and the impact on the site and Farmington Road in particular and Grand River as well. It's going to about a six or seven month project once initiated and once the project kicks off you'll see a lot of activity through the rest of the summer and fall with respect in particular to the interior build out and modification of the new repurposed office space and then certainly the façade modifications. So, in light of that you can anticipate seeing this project probably get off the ground within the next week or so. So, it's a new development, repurposing the interior, it's façade modifications and really a great opportunity for the City to realize a significant investment in repurposing this significant property at the epicenter to the downtown, Farmington and Grand River, and a 100 year old building in the City of Farmington, we're very excited. So, that's the first thing that I can share with you now because that's new.

Majoros said one thing he'd like to know someday, and it's not a priority, but for all the gymnastics we put that owner through with the farm and the amount of money that they spent, did anything actually become of that barn or is it sitting on skids somewhere to eventually become firewood?

Christiansen replied to the best of my knowledge, again, it was disassembled, packaged, and moved to Pontiac with the intention of being reassembled at some point in time. Beyond that, I can't tell you what the status is right now but I'd be happy to see if I can find out exactly where that's it.

Majoros said no rush, if you come across it, I just want to know because I appreciate the historic integrity but at the same time a lot of money was spent for something that in reality probably might never happen, seems like a lot of extra work and costs.

Christiansen stated I appreciate your question and your comments, let me find out what I can in more detail.

He then went on to state I'd like to update you on a couple of projects that are coming to completion. Tropical Smoothie, Tropical Smoothie is getting closer. You might note landscaping, irrigation went in, you might know the islands, the parking lot, the lighting, the resurfacing of the parking lot, all of that has moved forward, the restriping, so they're

City of Farmington Planning Commission

June 14, 2021

Page 6

getting pretty close and we can anticipate probably in the next week or so, for sure by the end of the month that they should hopefully be able to be completed. All of the final inspections, approvals, the sign-offs, and the C of O to move forward to the operating. That's getting very close so hopefully within the next little while that you'll be able to visit Farmington Tropical Smoothie and get a cold beverage, so that's a good thing.

The Farmington Road/Nine Mile gas station which will be an Amoco Gas Station, is getting closer, you see that work continuing. The interior work, work within the building to be completed, but site elements and most of the heavy lifting has been done and that project moves on significantly in terms of its overall day to day work to get completed and we anticipate that to be within a little short while, too, a little bit longer than Tropical Smoothie but it looks like with everything they still have to do, they're still a little ways out, probably sometime in the next four to six weeks, next month sometime, they would be able to be finishing up and getting everything they need to be doing and done completed. So, that's moving on, really appreciative of that.

I've been made aware that Blue Hat Coffee, which has been quite a long redevelopment, is nearing completion on the inside. They have a lot of outside stuff to finish yet, dumpster, an elevated patio deck area, landscaping, signage, but they keep working to complete that. They're telling us they think within the next number of weeks, maybe four to six weeks or so, end of July, so they can be open, too. I think they'd like to be open if they could by Founder's Festival as well, so they're working towards that end as quickly as possible and they're moving forward.

So, that's all going, and I can tell you, too, the Maxfield Training Center Project, the City Attorney has been working pretty diligently with the selected RFQ Respondent/Developer Robertson Brothers Homes on a purchase agreement for the fifty-nine condominium townhomes that they are proposing to have constructed on the Maxfield Training Center site. The purchase agreement has a lot of pieces to it and they've been working on that for a while now, that then was able to move forward to City Council and to be completed we can anticipate then in getting engaged with the development review and approval process. Still not certain when that is, I'm hopeful it could be next month, if not then it may be August as well but it's kind of a day by day on that right now. But it is in progress so we're still in the purchase agreement phase of Council with the developer right now.

Aside from that a lot of little things going on. I'll tell you every day we're responding to inquiries about opportunities. Last week, Wednesday, I had an opportunity to walk through the Winery with the potential new developer/investor who is purchasing the winery and to review their interest and what their vision, what they'd like to do, what their desire to redevelop the Winery is, and so we've had discussion regarding many different things including process and what it's going to take moving forward to realize what they'd like to do. So, they've been doing their due diligence, they've been doing various activities

City of Farmington Planning Commission

June 14, 2021

Page 7

including environmental investigations and other sorts of things, so that's moving forward and I'm pretty confident this is going to transpire, he's going to buy the Winery. So, that could be moving shortly as well, that will certainly need to go through the Grand River Corridor Improvement Authority because they have responsibility for oversight in the CIA and certainly to you as well depending upon the process that's implemented.

Perrot asked if there were any occupants in there now and Christiansen replied no, that was something that was discontinued after the City Building Official, Code Enforcement Officer, and the City Fire Marshal went ahead and had a site visit with the owners and representatives of the owners and there was a lot that went on with the ownership and all that was done. And the City, based upon condition and a number of other items, accessibility, other sorts of things, indicated that there could not be any occupancy continuing at this time so there has not been for a while.

Chairperson Majoros said this might be a good time to switch items 7 and 8 and open up the floor for questions from the Commissioners or comments.

Kmetzo asked when the Founder's Festival is and Christiansen replied it is the third weekend in July, the 15th, 16th, and 17th. Kmetzo asked if they are bringing it back to downtown and Christiansen replied he is not privy to the logistics but there is a third party consultants contracted to help facilitate the organization and the operation and coordinated by the DDA.

Majoros asked when the announcement would be made concerning Founder's, when does rumor become reality so as we're getting asked, any idea?

Christiansen replied not specifically Planning Commission directly related items but in the interest of our fair city, our wonderful City of Farmington and the Greater Farmington Area, the activity events in the community had been placed on hold in light of the pandemic and the restrictions and limitations. As you know in 2020 the only event that was held city-wide was the Farmer's Market that was held in accordance with very specific protocol and the Farmington Farmer's Market market master, general manager, Walt Gayeski, did an absolutely excellent and awesome job in helping coordinate and facilitate that. That was actually something that had been approved to be able to be held through the Michigan Department of Health and Human Services, the Michigan Department of Agriculture, the Farmer's Market Association and coordinated with our Farmer's Market and with Walt. And we had, and everybody here I think who went to the market last year, knew what kind of protocol was in place. It was very detailed and very structured. In any event that protocol has been softened with the Farmer's Market. But also, too, what now has been relaxed somewhat and I think will more formally and officially will be almost completely modified from what it's been, is for both indoor and outdoor activities and indoor and outdoor events. I think as of June 1 the State's relaxation of limitations and restrictions

City of Farmington Planning Commission

June 14, 2021

Page 8

have allowed for indoor engagements. In fact, you might recall City Hall was closed from March 25 to July 20, it was open July 20 to November 12, closed November 12 until it was reopened last week on June 1st and that was after action by the State and the City had actually through the City Council's actions following the State requirements that were put in place in accordance with operations for City government, had been under a State of Emergency. And Council had extended that State of Emergency back earlier I think in the spring, late winter, early spring, I think in March to June 30. And that kept everything as is, and including City Hall closed, they relaxed that in light of additional relaxation of restrictions on June 1. In light of that, outdoor events and activities ---

Chairperson Majoros said Mr. Christiansen, if I may, the direct question is do we have a timeline, do we anticipate to have communication available ---

Christiansen replied that's where I'm going and Majoros stated it's a long way around the block to answer.

Christiansen said I get it, but outdoor activities following this same thing, that's what I was saying to you, outdoor activities are following the same steps, instead of June 1 for indoor/outdoor activities it's July 1. So you might know as of July 1 it's my understanding that there's going to be the ability to hold these activities. But you remember we just had Art on the Grand, so it's my anticipation as Art on the Grand happened after June 1, that Founder's will be that July and then Harvest Moon will be able to be held and that in the wintertime Holly Days will be able to be held. Again, these are all my understandings, I'm not at the helm of that but you asked me the question, so sorry if I was a little winded on that but I just want you to understand how this all came about and for everybody listening and watching. We just got open here at City Hall like I said and these things are just now coming back online.

Commissioner Perrot stated the Founder's Festival website is back on and alive and well so they're going forward and the scheduled dates for the Color Run and the dog events and everything else. So, between that and social media, I'm sure they're pushing it as fast and furious as they possibly can. If anybody is interested, you can always check them out there, too.

Christiansen said they actually wanted to do the Memorial Day Parade and they were planning on it but they had to pull back unfortunately, but we were able to at least do Art on the Grand and that was great. So really that was the first event aside from Farmer's Market that's been back in now the second year.

Majoros said Art on the Grand was awesome, Farmington was hopping that day, that's for sure.

City of Farmington Planning Commission

June 14, 2021

Page 9

Perrot stated we've also got music coming back in July, too,

Christiansen said Rhythms in Riley Park in July and August on Friday night, and the Lunch Beats are coming back on July 21st through August 25th on Wednesdays.

Chairperson Majoros asked the Commissioners if they had any further questions or comments. Hearing none, he opened the floor for Public Comment.

Susan Kramer, 24105 Twin Valley, Farmington, asked if there was any outline of what might be done with the Winery and Christiansen replied no, just an interest in acquisition who are currently doing their due diligence and they have engaged the City in terms of our being aware and engaging us in terms of what they'd like to do and what the process is. That's where we are right now with that.

Brian Golden, Director of Media Services, stated I can offer you some information in reference to the carriage barn. I'm the past President of the Oakland County Pioneer and Historical Society and that's the organization that removed the carriage barn to Pontiac, that's where their base of operations are. Currently the carriage barn has not been reassembled but what they've done if they've offered it to any historical organization within the county that would like the carriage barn on their property. They are able to actually take it from Pontiac to wherever they want it to go. So, no, it won't turn into firewood because it's in really, really good hands with the Oakland County Pioneer and Historical Society.

Majoros said thank you. I just want to be respectful of our past and our history, these are important things. I'm certainly not a classic barn expert but just that property has been a long time coming and its development at Krazy Krab and that was an endeavor that took some time to get resolved and figured out, so I'm hoping that one day that meticulously dismantled barn finds life again somewhere.

Golden replied it will.

Director Christiansen stated that people can always go to the City website, www.farmingtongov.com, you can always go to the Downtown Development Authority website and look for those events and find out information. The only other thing is thank you to Mr. Golden so I don't have to call him to find out the status of what's going on with the barn in Pontiac, so that's good, I appreciate that, thank you, Brian. And the third thing is that I do believe this may be our last Zoom meeting, if we are able to hold meetings in person. That's why I went over that beforehand because all of these things relaxing are right June, July, now, so it may be that we have our next meeting face to face. I will keep everybody informed and let you know as soon as I know.

City of Farmington Planning Commission

June 14, 2021

Page 10

Majoros said it's crazy to think that here we are, who would have thought a year ago.

ADJOURNMENT

MOTION by Perrot, supported by Crutcher, to adjourn the meeting.

Motion carried, all ayes.

The meeting was adjourned at 7:41 p.m.

Respectfully submitted,

Secretary

MEETING MINUTES
FARMINGTON AREA ARTS COMMISSION
May 13, 2021
REMOTE ZOOM MEETING

THE ARTS COMMISSION WAS HELD ELECTRONICALLY AND CALLED TO ORDER BY:

Chair FERENCZ AT: 6:37

MEMBERS PRESENT: Cindy Carleton, Farmington Hills, Michigan
Jeff Dutka, Farmington Hills, Michigan
Lesa Ferencz, Farmington Hills, Michigan
Celeste McDermott, Farmington Hills, Michigan
Claire Perko, Farmington, Michigan
Ted Hadfield, Farmington Hills, Michigan
Sean Deason, Farmington Hills, Michigan
Lindsay Janoch, Farmington Hills, Michigan

MEMBERS ABSENT: Cheryl Blau, Farmington, Michigan
Joy Gradin, Farmington Hills, Michigan

OTHERS PRESENT: Rachel Timlin, Cultural Arts Supervisor/Staff Liaison
Jackie Boleware, Farmington Hills City Council Liaison
Maria Taylor, Farmington City Council Liaison

APPROVAL OF AGENDA:

Motion by FERENCZ support by CARLETON, to approve the agenda with amendments.

Amendments: remove Threshold Art Project from Commission Focused 2021 Projects

Roll Call Vote:

Yeas: CARLETON, FERENCZ, MCDERMOTT, PERKO, HADFIELD, DEASON
Nays: NONE
Absent: BLAU, DUTKA, GRADIN, JANOCH
Abstentions: NONE

MOTION CARRIED 6-0.

APPROVAL OF April 8, 2021minutes:

Motion by FERENCZ support by CARLETON to approve the minutes with amendments.

Amendments: Minutes clarification per McDermott: FAAC 2019-2020 First Service Hours Report was submitted to the Farmington City Council and to the Farmington Hills City Council in February 2021.

Roll Call Vote:

Yeas: CARLETON, FERENCZ, MCDERMOTT, PERKO, HADFIELD, DEASON
Nays: NONE
Absent: BLAU, DUTKA, GRADIN, JANOCH
Abstentions: NONE

MOTION CARRIED 6-0.

PUBLIC COMMENTS

NONE

ARTISTIC REFLECTION

Ted has been working daily on the Hills 275 trail gate. Unexpected rise in the cost of materials is proving challenging to remain on budget. Very exciting project.

CULTURAL ARTS DIVISION REPORT

Hawk Updates

- Legacy Committee has donated to the Tree Sculpture project
- Save the date for the June 7th 6:00 Ribbon Cutting. The Hawk will be open to the public on the 8th.
- Art will be up in the main areas, and we will continue to add art after attention to building use and traffic patterns.
- Mary Brooks art – looking into displaying it under 4'x 4' plexi panels with wood frames. Private contributions to cover the costs are a possibility per Lesa.
- Theater lights going in and everything is coming together.
- Suggestion by Jackie Boleware, to use the many video screens throughout the facility to highlight the Arts Commission members as well as artists e.g. poets dance, music.
- Community has questions about the membership structure for the Hawk. Membership is for the fitness center, gym and pool. Community will not need to pay for a membership to take classes or participate in programming. Multiple types of memberships are available for use of the fitness center, pool, gym and soon-to-be Makerspace.
- Arts Commission will revisit the permanent gallery commitment and plans after the opening.
- Art on the Grand- full speed ahead. 65 artists vs 100 in prior years. Artists have agreed to participate with the assurance of Covid safety planning, additional space between booths and pre-event communications will all be used to honor the commitment.
- Rachel has been asked to participate in discussions on a 2023-2024 Public Works project to design a creative welcome to Farmington Hills on the I696 Orchard Lake Overpass. Oak Park's welcome art was used as an example. Lesa and Ted will attend as well.

PUBLIC ART COMMITTEE REPORT

Mural Project

Cindy shared outline of the work completed and planned presentation.

- Research on other municipalities who have privately funded and sponsored mural programs and policies
- Legal case considerations
- Mural definition
- Process
- Guidelines

Freedom of Speech law prohibits any regulation of content, outside of ordinances regulating hate speech, profanity, etc. Commission discussion on where political content falls. Committee will seek advice from the cities' legal counsel.

Committee to present at the June 28th Farmington Hills study session. Claire to contact Dave Murphy to advise on appropriate communication within Farmington.

Documenting Public Art Report

No update

COMMISSION FOCUSED 2021 PROJECTS

Fairy Door Project Discussion

No update

Pedestal Project

- 2 Standard Pedestals done
- 2 Podium Style Pedestals will be ready when needed

COMMISSIONERS' COMMENTS

Ted asked about plans to create a bar from the organ left at the Hawk. Future project.

LIAISONS' COMMENTS

Jackie Boleware added additional emphasis on the use of the Hawk video screens to support the arts in our community.

NEXT MEETING DATE:

June 10, 2021

ADJOURNMENT

Adjourned by: FERENCZ Time: 8:46

Roll Call Vote:

Yeas:	CARLETON, DUTKA, FERENCZ, JANOCH, MCDERMOTT, PERKO, HADFIELD, DEASON
Nays:	NONE
Absent:	BLAU, GRADIN
Abstentions:	NONE

MOTION CARRIED 8-0.

Minutes drafted by: CARLETON



Special Council Meeting
6:00 p.m., Monday, July 6, 2021
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 6, 2021 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 6:01 p.m. by Mayor Sara Bowman.

1. ROLL CALL

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

City Administration Present

City Clerk Mullison
City Manager Murphy
City Attorney Schultz

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

No public comment was heard.

4. SPECIAL EVENT APPLICATION: FESTIVAL ON MASONIC LAWN

Bowman introduced a request from David Dereczyk, Temple Board President, Farmington Free and Accepted Masonic Temple #151 to hold the “Festival on the Masonic Lawn” event. He explained that this request was for an event similar to ones they have held on their property during previous Founders Festivals.

Move to approve Special Event Request to hold “Festival on the Masonic Lawn” by the Farmington Masonic Temple #151 on their property on July 15 - July 17th from 10:00 am to 10:00 pm, subject to final review and approval by the City Manager and City Attorney for compliance with all City requirements.**

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

5. MTC PURCHASE AGREEMENT

Council considered a draft Purchase Agreement that was reviewed and approved by a group of City staff, consultants, and Councilmember Schneemann, before being sent to Robertson Brothers.

In response to a request from Schneemann, Schultz discussed the response of Robertson Brothers when provided with draft agreements for negotiation. Schultz stated that both sides compromised, and his focus was to find a way to retrieve the property if the company did not do what they said they would do.

Discussion on the specifics of the negotiation including protection of City interests, planned public improvements, scheduling of closing and construction, financing, the intricacies of the PUD process, and the parcels included in the deal.

Move to instruct City Administration to proceed with the purchase and development agreement with Robertson Brothers subject to final edits by the City Attorney and Administration.

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Schneemann, Councilmember
SECONDER:	DeLind, Councilmember
AYES:	Bowman, DeLind, LaRussa, Schneemann, Taylor

6. OTHER BUSINESS

No other business was heard.

7. PUBLIC COMMENT

No public comment was heard.

8. COUNCIL COMMENT

LaRussa expressed excitement for being back to public meetings. He felt that Council must maximize the public benefits of the Maxfield Training Center project because Council will not touch this area again for years. He was encouraged to see progress and asked for details on what the next steps are at a future meeting.

Bowman thanked all for making time for this Special meeting.

9. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 6:39 pm.

Sara Bowman, Mayor

Mary 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, June 21, 2021
Virtual Meeting via Zoom**

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on June 21, 2021, as a Virtual Meeting via Zoom, an electronic meeting platform. Notice of the meeting was posted in compliance with Public Act 267-1976 and electronically as authorized under the Open Meetings Act, MCL 15.261, et seq., as amended by HB 1108, in order to mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable Michiganders by limiting in-person contact and the number of people interacting at public gatherings.

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

1. ROLL CALL

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

City Administration Present

Director Christiansen
Superintendent Eudy
DDA Director Knight
City Clerk Mullison
City Manager Murphy
City Attorney Saarela
City Attorney Schultz (arrived at 7:24 pm)
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. April 26, 2021 Budget
 - b. May 17, 2021 Special
 - c. May 17, 2021 Regular
 - d. May 26, 2021 Special Joint
 - e. June 7, 2021 Special
 - f. June 7, 2021 Regular
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report

Move to approve the consent agenda as presented.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	LaRussa, Mayor ProTem
SECONDER:	Taylor, Councilmember
AYES:	Bowman, LaRussa, Schneemann, Taylor
ABSENT:	DeLind

4. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.**

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

5. PUBLIC COMMENT

Brian Golden shared a video about Art on the Grand 2021.

6. PRESENTATIONS AND PUBLIC HEARINGS

A. Public Hearing – Fiscal Year 2021-22 Budget and Millage Rates

City Manager Murphy provided highlights of the budget and noted changes.

Move to enter a Public Hearing for the purpose of considering Fiscal Year 2021-22 Budget and Millage Rates.**

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

Public hearing was opened at 7:09 pm. No public comment was heard.

Public hearing was closed at 7:12 pm.

7. NEW BUSINESS

A. Consideration to accept Construction Estimate No. 12 for the 2018 Farmington Roads Maintenance & Rehabilitation

Superintendent Eudy explained that Hartwell Cement Company has completed work on multiple streets within the City. He recommended payment for work done this period.

In response to a question by Schneemann, Eudy discussed any surprises or concerns about the listed projects.

Move to approve construction estimate and payment of No. 12 for Smithfield Street, Farmington Road & City Hall and concrete patching under the 2018 Farmington Roads Maintenance & Rehabilitation Contract with Hartwell Cement Company.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Schneemann, Councilmember
AYES:	Schneemann, Taylor, Bowman, LaRussa
ABSENT:	DeLind

B. Consideration to approve payment to Oakland County Water Resource Commissioner Office (OCWRC) for the reconditioning of Pump #6

Eudy recommended approval of payment to Oakland County Treasurers Office for the reconditioning of Pump #6 at the 9 Mile Retention facility in the amount of \$17,897.59, which includes expenses from Detroit Pump and OCWRC labor & equipment.

Move to authorize payment to Oakland County Water Resource Commissioner Office (OCWRC) for the reconditioning of Pump #6.**

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

C. Consideration to approve payment to Oakland County Water Resource Commissioner Office (OCWRC) for the replacement of the 9 Mile Retention wet well exhaust fan/blower housing

Eudy requested payment of \$21,501.59 to OCWRC for the replacement of the 9 Mile Retention Exhaust Fan/Blower Housing Replacement. He explained that the first contractor could not complete the job and that OCWRC had to contract the second bidder, who subsequently completed the work.

Move to approve payment to Oakland County Water Resource Commissioner Office (OCWRC) for the replacement of the 9 Mile Retention wet well exhaust fan/blower housing.**

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

D. Principal Shopping District Renewal

Knight presented the recommendations of the PSD Study Group including a renewal of the Special Assessment.

Move to approve Resolution #2 determining the necessity of the assessment and scheduling the public hearing for July 19, 2021 regarding advisability of proceeding to establish the SAD (Principal Shopping District). **

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

E. Consideration to adopt Downtown Development Authority’s Fiscal Year 2021-22 Budget and establish 2021 Principal Shopping District Special Assessment

DDA Executive Director Kate Knight presented highlights from the final proposed DDA budget which included projects to be funded and projected tax revenue.

Move to approve resolution to adopt the Fiscal Year 2021-22 Budget and establish 2021-22 Principal Shopping District Special Assessment.**

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

F. Consideration to amend Fiscal Year 2020-21 Downtown Development Authority Budget

Knight requested that the DDA 2020-21 Budget be amended to reflect the realities of operation through a pandemic year.

LaRussa asked about which outdoor furnishings actually helped the business owners make it through the pandemic. Knight summarized how the DDA was able to assist businesses to move into outdoor sites with equipment and policy changes. He asked if there would be any challenges in storing and using these items in future. Knight said some are still being used and some are being stored by business owners.

Move to amend the DDA 2020/21 Budget, as shown in the projected column of the attached report.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	LaRussa, Mayor ProTem
AYES:	Schneemann, Taylor, Bowman, LaRussa
ABSENT:	DeLind

G. Consideration to adopt Fiscal Year 2021-22 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets

Murphy requested adoption of separate budgets for the 47th District Court, the Brownfield Redevelopment Authority, the Corridor Improvement Authority, and the Joint Agency budgets.

Move to adopt Fiscal Year 2021-22 Budget Resolution for the 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets.**

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

H. Consideration to adopt resolution to amend Residential Refuse/Recycling User Charge

Murphy summarized amendments to the Residential Refuse/Recycling User Charge which would become effective July 1, 2021.

Schneemann suggested that RRRASOC redouble their efforts to try to educate the public about what belongs in a recycle bin and what does not. LaRussa questioned whether a condominium association discussed earlier should be included, and Murphy replied that most of the residents of that association live within the Farmington Hills border.

Move to adopt resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2021.**

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

I. Consideration to adopt resolution to amend Water and Sewer Rates, effective July 1, 2021

Murphy requested approval for the amendment of Water and Sewer rates in order to provide funding for Water and Sewer line repairs and replacements. Schneemann asked whether the 1% increase would be going directly into the Water and Sewer Fund. Director Weber estimated that \$50,000 would be added to the fund in this manner.

Move to adopt a resolution amending Chapter 11 of the City Fee Schedule, as presented, which amends the water and sewer rates, effective July 1, 2021.**

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

J. Consideration to amend Employee Administrative Manual and Non-union Pay Plan

Murphy recommended that Council amend the employee administrative manual and non-union pay plan, effective July 1, 2021, including a 3.25% increase to the pay plan and the City Manager's contract and maintaining employer contributions for medical and prescription coverage. The amendment would also increase employee contribution to the MERS and ICMA Defined Benefit Pension systems.

Move to adopt resolution amending employee administrative manual and non-union pay plan, effective July 1, 2021.**

RESULT:	APPROVED AS PRESENTED [UNANIMOUS]
MOVER:	Taylor, Councilmember
SECONDER:	Schneemann, Councilmember
AYES:	LaRussa, Schneemann, Taylor, Bowman
ABSENT:	DeLind

K. Consideration to amend Fiscal Year 2020-21 Budget

Murphy requested consideration for a year-end amendment based on estimates provided by departments during the budget process. It includes any construction fund carryovers from the preceding year, one-time items that were discussed during the budget presentation, and refining original budget estimates.

Discussion ensued about Downtown Development Authority and Grand River Corridor Improvement Authority fund capture.

Move to adopt resolution amending Fiscal Year 2020-21 Budget.**

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

L. Consideration to adopt Fiscal Year 2021-22 Budget and establish millage rates

Murphy requested approval for the Fiscal Year 2021-22 Budget following submittal to Council at the April 19, 2021 meeting as required by the City Charter. Three changes were subsequently changed: the amount for the Mansion best and highest use study was reduced; the Capital Improvement Millage Fund was increased for already-approved projects at Drake Park and Flanders Park; and Oakland Street Reconstruction & Water Main Replacement Project capital outlay expenditures were increased. Murphy recommended an increase in both State-shared revenue by \$50,000 and Permits and Licenses by \$50,000 as new information was received since the initial budget was proposed.

Council and Administration discussed projected revenue and expenditures, the potential Maxfield Training Center (MTC) sale, professional development costs, Liberty Hill revenue, possible cuts, and a facilities survey of City Hall. Council requested more frequent updates from Administration regarding the progress of the purchase agreement for the MTC.

Bowman thanked administration for all of their hard work on the extensive annual task of budgeting, and noted that the proposed budget provides for adjustments that can be made throughout the year.

Move to adopt resolution regarding Fiscal Year 2021-22 Budget and Millage Rates.**

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

8. PUBLIC COMMENT

Brian Golden, President of Friends of the Warner Mansion, apprised the public of events such as a quilting class and an historical fashion show happening on the grounds of the Governor Warner Mansion this season.

9. CITY COUNCIL COMMENT

LaRussa congratulated the Greater Farmington Chamber of Commerce for another successful Bunkers and Bogeys event, and commented on the coming holiday and the following Founders Festival.

Bowman announced that this meeting would be the last Virtual Meeting via Zoom.

10. ADJOURNMENT

Move to adjourn the meeting.

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

Meeting adjourned 8:38 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: July 19, 2021	Item Number 3C	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – June 2021			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – June 2021			
<u>Background</u> See attachment			
<u>Materials Attached</u> AP Monthly Payments Report 063021_pg1 AP Monthly Payments Report 063021_pg2			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JUNE 2021

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 299,175.80
202	MAJOR STREET FUND	\$ 131,574.61
203	LOCAL STREET FUND	\$ 23,874.76
243	BROWNFIELD REDEVELOP AUTHORITY	\$ 0.00
401	CAPITAL IMPROVEMENT MILLAGE	\$ 45,379.95
592	WATER & SEWER FUND	\$ 293,632.81
595	FARMINGTON COMMUNITY THEATER FUND	\$ 14,198.34
640	DPW EQUIPMENT REVOLVING FUND	\$ 3,383.24
701	AGENCY FUND	\$ 3,419.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 43,259.14
	TOTAL CITY PAYMENTS ISSUED:	\$ 857,897.65
136	47TH DISTRICT COURT FUND	\$ 23,837.10
244	CORRIDOR IMPROVEMENT AUTHORITY	\$ 1,150.53
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 22,714.57
260	INDIGENT DEFENSE FUND	\$ 16,400.00
290	FRIENDS OF THE WARNER MANSION	\$ 123.24
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 64,225.44
	TOTAL PAYMENTS ISSUED	\$ 922,123.09

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JUNE 2021

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
General Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	215,674.71
General Fund	Federal Gov't	W/H & FICA Payroll	111,621.15
General Fund	MERS	May Transfer	86,569.57
General Fund	MERS HCSP	May Transfer	5,165.43
General Fund	ICMA	ICMA Plans - City & Dept. Hea	20,035.62
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,681.38
TOTAL CITY ACH TRANSFERS			440,747.86
Court Fund	Chase (Disbursing Acct)	Direct Deposit Payroll	90,373.72
Court Fund	Federal Gov't	W/H & FICA Payroll	46,537.88
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,381.48
Court Fund	ICMA	Health Savings/401 Accounts	8,660.67
Court Fund	Old National Bank	Health Savings Account	576.92
TOTAL OTHER ENTITIES ACH TRANSFERS			147,530.67



FARMINGTON PUBLIC SAFETY DEPARTMENT

23600 Liberty Street
Farmington, MI 48335
248-474-4700

Ted Warthman, Public Safety Director



MONTHLY PUBLIC SAFETY REPORT

June 2021

Trespassing

On June 8th officers responded to the Farmington Community Library for a report of a disorderly library patron who was yelling at staff. Upon arrival officers located the woman who was yelling so loud that officers could hear her from the front entrance of the library. Officers learned from library staff that the disorderly patron was upset that the fax machine's clock had the wrong time on it. The patron would not stop yelling, even with officers being present, so library staff served her with a "no trespassing" order. The patron was escorted off library property without further incident.

Flee and Elude

On June 9th an officer on patrol attempted to stop a car in the area of Farmington Road and Freedom Road for traveling at 71 mph in the 35 mph zone. The vehicle, a black Dodge Charger, accelerated when the officer activated his overhead lights and siren. The pursuit was cancelled due to traffic safety concerns and the report was forwarded to the detective bureau for further investigation.

Suspicious Circumstance

On June 13th at 2 a.m. an officer responded to the Jamestown apartment complex for a report of an unknown person had attempted to open a window. Upon arrival the officer learned from the complainant that that he had been sleeping in his bed when he saw a shadow of a man standing outside of his bedroom window. The complainant turned on his bedroom light and the shadow disappeared. The complainant checked the window and noticed that the outside screen had been slid open. Officers checked the area and did not locate anyone walking around.

Malicious Destruction of Property

On June 14th officers responded to the area of Grand River Avenue and Drake Road for a report of a man throwing rocks at cars. Upon arrival officers located two victims who reported that a male had thrown a rock at their cars while they had driven by on the roadway. Both victims advised that they did not know the man or why he threw a rock at their cars. Officers located the man at the Busch's grocery store where the man admitted to throwing rocks at three cars because he thought the occupants had yelled something to him. The man had caused thousands of dollars of damage to the two cars, so he was arrested for the destruction of property and housed at the Farmington jail.

Disorderly Conduct

On June 20th officers responded to the Our Lady of Sorrows Church for a report of an older female yelling obscenities at the church. Upon arrival officers located the woman outside of the church with a glass of wine. The woman was known to officers as a woman who has caused disturbances at other public gatherings in the City. A check of the woman through LEIN revealed that she has a warrant out of Farmington for public indecency. The woman was advised that she was under arrest for her actions and the warrant for her arrest. The woman refused to cooperate with her arrest but was eventually taken into custody. The woman was housed at the Farmington Jail.

Solicitor Complaint

On June 21st an officer responded to the area of State Street near Cortland for a report of a door-to-door salesman. Upon arrival the officer located the saleswoman, who worked for a pest control service. The woman admitted to soliciting without a Farmington City permit. The woman was cited for the violation and released from the scene. On June 22nd, another officer responded to the area of Cass Street and Alta Loma and issued another worker from the same pest control company for soliciting without a permit.

Carrying a Concealed Pistol

On June 22nd an officer on patrol stopped a vehicle in the area of Orchard Lake and Fink Avenue for a headlight out and not having any rear lights. Upon interviewing the driver, the officer noted that the driver was acting unusually nervous. The officer asked the driver if he had any weapons on him and he admitted that he had a Smith and Wesson handgun in his waistband. The man does not have a license to carry the firearm concealed so he was arrested.

Malicious Destruction of Property



On June 25th an officer responded to Cowley's Irish Pub for a report of a destroyed flowerpot. Upon arrival the officer learned from management that an unknown person had thrown one of the restaurant's potted plants onto the ground, destroying same. Management did not witness the incident and didn't know who had committed the crime. A review of the city surveillance cameras revealed a white male wearing what appeared to be a white jersey and a white female wearing a pink shirt exit the Basement Burger Bar and walked towards Farmington Road. Once the couple reached Cowley's, the male suspect grabbed the potted plant and smashed it to the ground. The couple then walked north onto Farmington Road where they entered a maroon-colored Chevrolet Trax and fled the scene.

MONTHLY PUBLIC SAFETY REPORT
JUNE 2021

Gas Leak

On June 29th officers and Engine 1 responded to a home on Power Road for a report of an odor of natural gas. Upon arrival the officers noted a strong odor of natural gas coming from the basement. Officers checked the basement with a monitor and noted a level of 13 ppm of hazardous gas. Officers learned that the homeowners had just returned home from vacation to discover that their basement had flooded. Officers determined that the pilot lights for the gas appliances in the basement had been extinguished. Officers turned off gas to the home and turned the scene over to Consumer's Energy.

MONTHLY PUBLIC SAFETY REPORT
JUNE 2021

JUNE 2021 ABBREVIATED CRIME REPORT

Crime Part	Crime Category	Jun-2021	May-2021	Percent Change	YTD 2021	YTD 2020	Percent Change
A	ASSAULT - AGGRAVATED	1	1	0.0%	5	1	400.0%
A	ASSAULT - SIMPLE	3	1	200.0%	9	16	-43.8%
A	BURGLARY - ALL OTHER	0	2	-100.0%	2	2	0.0%
A	BURGLARY - RESIDENTIAL	1	0	-	1	0	-
A	DAMAGE TO PROPERTY	5	1	400.0%	9	3	200.0%
A	DRUG OFFENSES	0	0	-	3	1	200.0%
A	EMBEZZLEMENT	0	0	-	1	2	-50.0%
A	EXTORTION - BLACKMAIL	0	0	-	1	0	-
A	FORGERY / COUNTERFEITING	0	0	-	0	2	-100.0%
A	FRAUD	0	1	-100.0%	13	6	116.7%
A	INTIMIDATION / STALKING	0	0	-	0	1	-100.0%
A	LARCENY - ALL OTHER	1	3	-66.7%	10	6	66.7%
A	LARCENY - FROM AUTO (LFA)	0	4	-100.0%	12	8	50.0%
A	LARCENY - RETAIL FRAUD	0	0	-	1	2	-50.0%
A	MOTOR VEHICLE THEFT / FRAUD	0	0	-	1	2	-50.0%
A	ROBBERY	0	0	-	1	0	-
A	SEX CRIME (VIOLENT)	0	0	-	1	1	0.0%
A	STOLEN PROPERTY	0	1	-100.0%	1	0	-
A	WEAPONS OFFENSE	1	1	0.0%	5	0	-
A	Total	12	15	-20.0%	77	54	42.6%
B	ACCIDENT - HIT & RUN	0	0	-	3	1	200.0%
B	BURGLARY - ALL OTHER	0	0	-	0	1	-100.0%
B	HEALTH AND SAFETY	0	0	-	1	1	0.0%
B	LIQUOR LAW VIOLATION	0	0	-	4	6	-33.3%
B	MISSING PERSON / RUNAWAY	0	0	-	0	2	-100.0%
B	OBSTRUCTING JUSTICE	2	5	-60.0%	9	9	0.0%
B	OBSTRUCTING POLICE	1	2	-50.0%	5	3	66.7%
B	OUI OF LIQUOR / DRUGS	3	0	-	23	17	35.3%
B	PUBLIC PEACE	2	0	-	8	9	-11.1%
B	TRESPASSING / INVASION OF PRIVACY	0	0	-	0	2	-100.0%
B	Total	11	11	0.0%	62	57	8.8%
C	ACCIDENT	20	15	33.3%	84	77	9.1%
C	ALL OTHER OFFENSES	751	543	38.3%	2,819	3,280	-14.1%
C	CITATION	28	18	55.6%	98	39	151.3%
C	FAMILY OFFENSE	3	4	-25.0%	29	31	-6.5%
C	MISSING PERSON / RUNAWAY	0	2	-100.0%	4	0	-
C	MOTOR VEHICLE THEFT / FRAUD	0	0	-	0	1	-100.0%
C	SUSPICIOUS	52	48	8.3%	278	257	8.2%
C	WARRANT	20	6	233.3%	58	40	45.0%
C	Total	874	636	37.4%	3,370	3,725	-9.5%

CITY OF FARMINGTON
BUILDING DEPARTMENT

4th Quarter Report

April 1, 2021
through
June 30, 2021

Jeffrey Bowdell
Building Official
Building Inspector

FY 2019 - 20

MONTH	NEW HOMES		HOME REMODEL		SHEDS/GARAGES		COMMERCIAL REMODEL		COMMERCIAL BUILDING		INDUSTRIAL REMODEL	
	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value	No. of Permits	Value
JULY	0	\$0	1	\$105,000	2	\$3,600	0	\$0	0	\$0	0	\$0
AUGUST	0	\$0	0	\$0.00	1	\$10,800	2	\$103,000	0	\$0.00	0	\$0
SEPTEMBER	0	\$0	3	\$57,903	1	\$4,473	2	\$310,898	0	\$0	0	\$0
OCTOBER	0	\$0	2	\$25,000	0	\$0	2	\$280,770	2	\$1,120,775	0	\$0
NOVEMBER	0	\$0	0	\$0.00	2	\$32,600	1	\$30,000	0	\$0	0	\$0
DECEMBER	0	\$0	0	\$0	0	\$0	2	\$132,059	0	\$0	0	\$0
JANUARY	0	\$0	1	\$10,000	0	\$0	1	\$440,000	0	\$0	0	\$0
FEBRUARY	0	\$0	1	\$58,000	0	\$0	0	\$0	0	\$0	0	\$0
MARCH	0	\$0	0	\$0	0	\$0	1	\$25,000	0	\$0	0	\$0
APRIL	1	\$160,000	4	\$219,880	2	\$11,700	1	\$60,000	1	\$36,228	1	\$220,000
MAY	0	\$0	1	\$56,998	0	\$0	1	\$25,000	0	\$0	0	\$0
JUNE	0	\$0	1	\$30,000	0	\$0	0	\$0	0	\$0	0	\$0
TOTAL	1	\$160,000	14	\$562,780.36	8	\$63,173	13	\$1,406,727	3	\$1,157,003.00	1	\$220,000

2019 - 20 CASH SHEET SUMMARY

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Building	\$5,665	\$8,175	\$19,770	\$15,630	\$3,935	\$4,905	\$7,925	\$3,060	\$8,055	\$15,870	\$10,060	\$6,560
Building Registration	\$210	\$480	\$240	\$390	\$150	\$240	\$300	\$120	\$390	\$600	\$330	\$330
Building Bond	\$1,550	\$600	\$1,075	\$1,830	\$115	\$1,100	\$9,300	\$400	\$1,086	\$1,333	\$16,177	\$13,962
Performance Bond	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Tap/Meter	\$0	\$2,000	\$7,770	\$2,250	\$0	\$0	\$324	\$0	\$0	\$3,850	\$0	\$0
Sewer Tap	\$0	\$0	\$8,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction Water	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water/Sewer Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sign	\$0	\$111	\$118	\$88	\$40	\$50	\$762	\$352	\$118	\$414	\$199	\$0
Sign Registration	\$0	\$60	\$90	\$30	\$30	\$0	\$120	\$60	\$0	\$0	\$90	\$0
Fence	\$425	\$145	\$570	\$0	\$205	\$65	\$0	\$0	\$655	\$110	\$535	\$640
Fence Registration	\$0	\$30	\$90	\$0	\$0	\$0	\$0	\$0	\$60	\$0	\$60	\$30
Pool	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Approach/Sidewalk	\$205	\$50	\$130	\$235	\$0	\$95	\$0	\$0	\$95	\$190	\$0	\$0
Mechanical	\$2,850	\$1,290	\$1,870	\$4,570	\$2,320	\$2,060	\$2,400	\$1,810	\$1,450	\$2,460	\$4,500	\$3,966
Mechanical Registration	\$60	\$0	\$15	\$105	\$0	\$45	\$90	\$30	\$15	\$120	\$120	\$105
Electrical	\$2,070	\$1,388	\$3,115	\$2,368	\$2,009	\$1,670	\$2,114.00	\$1,753	\$3,728	\$3,015	\$3,837	\$4,393
Electrical Registration	\$60	\$60	\$120	\$30	\$60	\$60	\$180	\$90	\$300	\$150	\$300	\$150
Plumbing	\$1,555	\$855	\$2,220	\$1,320	\$810	\$760	\$1,195	\$550	\$1,740	\$2,305	\$2,645	\$1,865
Plumbing Registration	\$90	\$60	\$120	\$90	\$90	\$60	\$150	\$60	\$150	\$180	\$120	\$90
Zoning Board of Appeals	\$0	\$250	\$250	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$0
Engineering Fees	\$0	\$0.00	\$16,400	\$0	\$0	\$0	\$0	\$0	\$0.00	\$0	\$4,700	\$0
Planner Fees	\$0	\$0.00	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$450	\$0	\$0
Plan Review	\$250	\$850.00	\$962	\$1,704	\$0	\$0	\$0	\$0	\$0	\$0	\$350	\$0
Foreclosures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
False Alarm	\$375	\$165	\$345	\$465	\$350	\$865	\$185	\$255	\$1,210	\$50	\$120	\$115
Other	\$50	\$50	\$0	\$50	\$50	\$50	\$150	\$650	\$0	\$100	\$100	\$350
Total	\$15,415.00	\$16,619.00	\$67,170.00	\$31,405.00	\$10,164.00	\$12,025.00	\$25,195.00	\$9,190.00	\$19,052.00	\$31,197.00	\$44,743.00	\$32,556.00

NUMBER OF PERMITS ISSUED BY MONTH

FY 2019 - 20

	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
Single Family Home	0	0	0	0	0	0	0	0	0	1	0	0	
Residential Alteration	1	1	3	2	0	0	1	1	0	4	1	1	
Garage/Shed	2	1	1	0	2	0	0	0	0	2	0	0	
Commercial Building	0	0	0	2	0	0	0	0	0	1	0	0	
Commercial Alteration	0	2	2	2	1	1	1	0	1	1	1	0	
Industrial Building	0	0	0	0	0	0	0	0	0	0	0	0	
Industrial Alteration	0	0	0	0	0	0	0	0	0	1	0	0	
Church, School	0	0	0	0	0	0	0	0	0	0	0	0	
Church, School Alteration	0	0	0	0	0	0	1	0	0	0	0	0	
Office, Bank, Professional Building	0	0	0	0	0	0	0	0	0	0	0	0	
Office, Bank, etc Alteration	0	0	0	0	0	1	0	0	0	0	0	0	
Swimming Pool	0	0	0	0	0	0	0	0	0	0	0	0	
Fence	4	2	6	0	2	1	0	0	8	1	5	5	
Sign	0	2	3	0	1	0	2	4	3	5	3	0	
Bldg w/sign (value)	0	2	3	1	2	0	2	4	3	5	3	2	
Fire Repair	0	0	0	0	0	0	0	0	0	0	0	0	
Observable Inspection	0	0	0	0	0	0	0	0	0	0	3	0	
Roof, Siding, Windows	10	20	18	21	9	7	12	7	16	21	19	16	
Sidewalk/Approach	2	1	3	2	0	1	0	0	1	2	0	0	
Demolition	0	0	0	1	0	0	1	0	1	0	0	0	
Temporary Signs	0	0	0	0	0	1	0	0	0	0	0	0	
Other	7	11	5	7	3	1	5	4	3	4	10	6	
Total	26	42	44	38	20	13	25	20	36	48	45	30	387

BUILDING PERMITS

	2020 - 2021		2019 - 20		2018 - 19	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	26	\$ 5,665.00	38	\$7,216	36	\$9,953
AUGUST	42	\$8,175	21	\$13,974	37	\$19,939
SEPTEMBER	44	\$19,770	35	\$6,933	30	\$3,931
OCTOBER	38	\$15,630	55	\$10,405	29	\$10,755
NOVEMBER	20	\$3,935	16	\$7,440	22	\$3,146
DECEMBER	13	\$4,905	15	\$8,925	11	\$2,043
JANUARY	25	\$7,925	18	\$3,931	19	\$5,393
FEBRUARY	20	\$3,060	15	\$4,815	13	\$7,787
MARCH	36	\$8,055	10	\$ 3,805	18	\$28,925
APRIL	47	\$15,870	4	\$ 420	33	\$6,335
MAY	45	\$10,060	25	\$ 7,810	46	\$7,606
JUNE	30	6560	42	\$ 11,175	40	\$7,811
TOTAL	386	\$109,610	294	\$86,849	334	\$113,624

ELECTRIC PERMITS

	2020 - 2021		2019 - 20		2018 - 19	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	19	\$2,070	17	\$1,964	4	\$568
AUGUST	9	\$1,388	10	\$951	16	\$3,225
SEPTEMBER	23	\$3,115	17	\$2,153	6	\$710
OCTOBER	24	\$2,368	11	\$2,162	11	\$2,325
NOVEMBER	19	\$2,009	10	\$2,161	15	\$1,505
DECEMBER	10	\$1,670	4	\$1,351	5	\$744
JANUARY	16	\$2,114	8	\$1,356	13	\$2,574
FEBRUARY	15	\$1,753	10	\$1,180	6	\$2,415
MARCH	20	\$3,728	7	\$1,310	8	\$703
APRIL	19	\$3,015	3	\$263	7	\$1,363
MAY	27	\$3,837	10	\$925.00	16	\$1,916
JUNE	19	\$4,393	19	\$2,218.00	4	\$304
TOTAL	220	\$31,460	126	\$17,994	111	\$18,352

MECHANICAL PERMITS

	2020 - 21		2019 - 20		2018 - 19	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	16	\$2,850	24	\$2,945	9	\$845
AUGUST	7	\$1,290	14	\$1,805	33	\$3,310
SEPTEMBER	11	\$1,870	13	\$1,630	15	\$1,880
OCTOBER	25	\$4,570	14	\$2,240	18	\$1,655
NOVEMBER	15	\$2,320	10	\$1,410	6	\$1,830
DECEMBER	11	\$2,060	12	\$2,065	19	\$2,300
JANUARY	18	\$2,400	10	\$1,395	10	\$1,867
FEBRUARY	10	\$1,810	10	\$1,525	5	\$2,075
MARCH	8	\$1,450	3	\$815	12	\$1,490
APRIL	14	\$2,460	1	\$50.00	18	\$2,920
MAY	25	\$4,500	9	\$1,325.00	11	\$990
JUNE	25	\$3,966	19	\$2,700.00	11	\$1,220
TOTAL	185	\$31,546	139	\$19,905	167	\$22,382

PLUMBING PERMITS

	2020 - 21		2019 - 20		2018 - 19	
MONTH	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES	NUMBER OF PERMITS	FEES
JULY	8	\$1,555	4	\$631	4	\$631
AUGUST	6	\$855	9	\$1,061	13	\$1,486
SEPTEMBER	13	\$2,220	8	\$778	7	\$803
OCTOBER	7	\$1,320	13	\$2,101	9	\$1,982
NOVEMBER	6	\$810	9	\$1,100	2	\$170
DECEMBER	7	\$760	10	\$1,665	5	\$664
JANUARY	8	\$1,195	4	\$635	14	\$902
FEBRUARY	3	\$550	8	\$1,430	3	\$744
MARCH	9	\$1,740	5	\$950	9	\$1,022
APRIL	8	\$2,305	1	\$100	15	\$1,056
MAY	11	\$2,645	6	\$760	11	\$996
JUNE	8	\$1,865	11	\$1,825	14	\$1,316
TOTAL	94	\$17,820	88	\$13,036	106	\$11,772

CODE ENFORCEMENT LOG

MONTH: June 2021

VIOLATIONS	METHOD OF CONTACT					RESULTS						
	PHONE	Drive by	LETTER	WARNING TICKET	TOTAL	COMPLIANCE	NON-COMPLIANCE	COURT	PENDING	CITY COUNCIL	ZONING BOARD	TOTAL
Automobiles												
Recreational Vehicles												
Trash/litter/debris												
Streets / Sidewalks												
Comm. Property Maint.												
Signs												
Housing Code												
Fences												
Exterior house lights												
Zoning:												
Work (no permit)												
Grass (over 8")			4		4		1		3			4
Comm. Vehicle												
Yard Waste @ Curb												
Unlicensed Vehicle												
Conditions/rodent/vermin		1			1				1			1
Blight/cars/outside junk												
Trash/recycle storage												
Total					5							5

INSPECTIONS	
Gas Pressure Tests	1
Rough Building	4
Final Building	17
Foundation	0
Observable Component	0
Roof	5
Heating/Cooling	15
Fireplace	0
Foreclosures	0
Post Hole	5
Footing/sidewalk forms	1
Total	48

PLAN REVIEW	
Signs	0
Buildings	0
Fences	0
Decks	0
Hood Suppression	0
Demolition	0
Fire Repairs	0
Pool	0
Shed	0
Swim Club	0
Total	0

DEPARTMENT OF PUBLIC WORKS QUARTERLY REPORT
APRIL THROUGH JUNE 2021

Description		Reg Hours	Reg Gross	Ot Hours	OT Gross	Gross	Explanation
BUILDINGS & GROUNDS	101-265.00-706.000	522.50	12,403.77	0.00	0.00	12,403.77	
BUILDINGS & GROUNDS, SEASONAL	101-265.00-707.000	103.25	1,192.28	0.00	0.00	1,192.28	
BUILDINGS & GROUNDS, OVERTIME	101-265.00-709.000	0.00	0.00	31.00	1,271.80	1,271.80	
CEMETERIES	101-276.00-706.000	199.25	5,079.99	0.00	0.00	5,079.99	
CEMETERIES, SEASONAL	101-276.00-707.000	147.50	1,704.55	0.00	0.00	1,704.55	
CEMETERIES, OVERTIME	101-276.00-709.000	0.00	0.00	4.50	177.62	177.62	
PUBLIC WORKS	101-441.00-706.000	280.67	7,450.21	0.00	0.00	7,450.21	
PUBLIC WORKS, SEASONAL	101-441.00-707.000	46.00	530.70	0.00	0.00	530.70	
PUBLIC WORKS, OVERTIME	101-441.00-709.000	0.00	0.00	33.00	1,334.55	1,334.55	
DDA	101-442.00-706.000	101.25	2,691.49	0.00	0.00	2,691.49	
DDA, SEASONAL	101-442.00-707.000	8.25	94.88	0.00	0.00	94.88	
DDA, OVERTIME	101-442.00-709.000	0.00	0.00	20.75	805.41	805.41	
PARKING LOTS	101-443.00-706.000	9.00	229.70	0.00	0.00	229.70	
PARKING LOTS, SEASONAL	101-443.00-707.000	8.25	95.28	0.00	0.00	95.28	
PARKING LOTS, OVERTIME	101-443.00-709.000	0.00	0.00	9.00	373.18	373.18	
SIDEWALKS	101-444.00-706.000	2.50	64.67	0.00	0.00	64.67	
RUBBISH-RECYCLING COLLECTION	101-528.00-706.000	8.50	235.97	0.00	0.00	235.97	
PARKS	101-751.00-706.000	647.75	16,420.46	0.00	0.00	16,420.46	
PARKS, SEASONAL	101-751.00-707.000	345.25	3,989.74	0.00	0.00	3,989.74	
PARKS, OVERTIME	101-751.00-709.000	0.00	0.00	89.75	3,526.12	3,526.12	
FARMER'S MARKET	101-760.00-706.000	2.25	51.69	0.00	0.00	51.69	
FARMER'S MARKET, OVERTIME	101-760.00-709.000	0.00	0.00	1.00	41.40	41.40	
WARNER HOME	101-804.00-706.000	21.00	527.38	0.00	0.00	527.38	
WARNER HOME, OVERTIME	101-804.00-709.000	0.00	0.00	0.25	9.29	9.29	
ROUTINE MAINTENANCE, MAJOR STREETS	202-463.00-706.000	149.00	3,746.87	0.00	0.00	3,746.87	
ROUTINE MAINTENANCE, MAJOR STREETS, SEASONAL	202-463.00-707.000	96.25	1,112.38	0.00	0.00	1,112.38	
ROUTINE MAINTENANCE, MAJOR STREETS, OVERTIME	202-463.00-709.000	0.00	0.00	25.00	966.00	966.00	
TRAFFIC SERVICES MAINTENANCE, MAJOR STREETS	202-474.00-706.000	15.75	415.20	0.00	0.00	415.20	
TRAFFIC SERVICES MAINTENANCE, MAJOR STREETS, OVERTIME	202-474.00-709.000	0.00	0.00	10.00	380.16	380.16	
SURFACE MAINTENANCE, TRUNK	202-486.00-706.000	1.00	24.78	0.00	0.00	24.78	
SURFACE MAINTENANCE, TRUNK, OVERTIME	202-486.00-709.000	0.00	0.00	1.50	61.45	61.45	
SWEEP & FLUSH, TRUNK	202-488.00-706.000	8.00	213.61	0.00	0.00	213.61	
SWEEP & FLUSH, TRUNK, OVERTIME	202-488.00-709.000	0.00	0.00	5.50	229.46	229.46	
TREES & SHRUBS, TRUNK	202-490.00-706.000	1.50	42.86	0.00	0.00	42.86	
GRASS & WEED CONTROL, TRUNK	202-493.00-706.000	15.00	392.56	0.00	0.00	392.56	
GRASS & WEED CONTROL, TRUNK, SEASONAL	202-493.00-707.000	20.00	231.20	0.00	0.00	231.20	
TRAFFIC SIGNS/SIGNALS, TRUNK	202-494.00-706.000	0.50	14.29	0.00	0.00	14.29	
TRAFFIC SIGNS/SIGNALS, TRUNK, OVERTIME	202-494.00-709.000	0.00	0.00	0.50	20.70	20.70	
PAVEMENT MARKING, TRUNK	202-495.00-706.000	0.00	0.00	0.00	0.00	0.00	
PAVEMENT MARKING, TRUNK, OVERTIME	202-495.00-709.000	0.00	0.00	15.00	597.21	597.21	
ROUTINE MAINTENANCE, COUNTY ROAD	202-508.00-706.000	13.00	329.38	0.00	0.00	329.38	
ROUTINE MAINTENANCE, COUNTY ROAD SEASONAL	202-508.00-707.000	13.50	156.31	0.00	0.00	156.31	
ROUTINE MAINTENANCE, COUNTY ROAD, OVERTIME	202-508.00-709.000	0.00	0.00	5.00	205.20	205.20	
TRAFFIC SERVICES MAINT. COUNTY ROAD	202-511.00-706.000	8.50	217.33	0.00	0.00	217.33	

TRAFFIC SERVICES MAINT. COUNTY ROAD, OVERTIME	202-511.00-709.000	0.00	0.00	15.50	617.91	617.91
ROUTINE MAINTENANCE, LOCAL STREETS	203-463.00-706.000	274.50	7,136.67	0.00	0.00	7,136.67
ROUTINE MAINTENANCE, LOCAL STREETS, SEASONAL	203-463.00-707.000	56.25	647.28	0.00	0.00	647.28
ROUTINE MAINTENANCE, LOCAL STREETS, OVERTIME	203-463.00-709.000	0.00	0.00	7.00	273.36	273.36
TRAFFIC SERVICES MAINTENANCE, LOCAL STREETS	203-474.00-706.000	26.50	757.11	0.00	0.00	757.11
SUPERVISION, WATER/SEWER	592-620.00-706.000	10.00	281.42	0.00	0.00	281.42
TRANSMISSION & DISTRIBUTION, WATER	592-621.00-706.000	374.75	10,228.03	0.00	0.00	10,228.03
TRANSMISSION & DISTRIBUTION, WATER, SEASONAL	592-621.00-707.000	6.00	69.50	0.00	0.00	69.50
TRANSMISSION & DISTRIBUTION, WATER, OVERTIME	592-621.00-709.000	0.00	0.00	12.75	507.67	507.67
SEWER LINES	592-622.00-706.000	317.50	8,823.88	0.00	0.00	8,823.88
SEWER LINES, SEASONAL	592-622.00-707.000	2.00	23.00	0.00	0.00	23.00
SEWER LINES, OVERTIME	592-622.00-709.000	0.00	0.00	2.00	82.80	82.80
MAINTENANCE, METERS	592-623.00-706.000	13.00	363.15	0.00	0.00	363.15
MAINTENANCE, METERS, OVERTIME	592-623.00-709.000	0.00	0.00	3.00	126.95	126.95
MAINTENANCE, HYDRANTS	592-624.00-706.000	18.00	499.78	0.00	0.00	499.78
MAINTENANCE, SEWAGE RETENTION FACILITY	592-625.00-706.000	38.00	1,042.58	0.00	0.00	1,042.58
MAINTENANCE, SEWAGE RETENTION FACILITY, SEASONAL	592-625.00-707.000	14.00	161.70	0.00	0.00	161.70
MAINTENANCE, SEWER PUMPS	592-626.00-706.000	114.00	3,153.12	0.00	0.00	3,153.12
MAINTENANCE, SEWER PUMPS, SEASONAL	592-626.00-707.000	2.00	23.20	0.00	0.00	23.20
MAINTENANCE, SEWER PUMPS, OVERTIME	592-626.00-709.000	0.00	0.00	1.00	41.40	41.40
METER READINGS & UTILITY BILLING	592-632.00-706.000	96.75	2,670.28	0.00	0.00	2,670.28
MISCELLANEOUS CUSTOMER SERVICES	592-633.00-706.000	8.25	227.96	0.00	0.00	227.96
MAINTENANCE, GENERAL PLANT	592-666.00-706.000	2.50	70.25	0.00	0.00	70.25
MAINTENANCE, EQUIPMENT	592-668.00-706.000	14.25	376.08	0.00	0.00	376.08
INSPECTIONS, WATER/SEWER, MISS DIGS	592-671.00-706.000	164.50	4,601.75	0.00	0.00	4,601.75
INSPECTIONS, WATER/SEWER, MISS DIGS, OVERTIME	592-671.00-709.000	0.00	0.00	6.00	241.44	241.44
CAPITAL OUTLAY	640-000.00-706.000	202.50	5,655.99	0.00	0.00	5,655.99
Grand Totals:		4,550.42	106,472.26	299.00	11,891.08	118,363.34

Farmington City Council Staff Report	Council Meeting Date: July 19, 2021	Item Number 3G
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Rachel Gallagher submitted her resignation from the Farmington Downtown Development Authority Board of Directors.		
Proposed Motion: NA consent agenda		
Background: Rachel's term expires Feb. 29, 2022 and is that of a downtown business owner. Upon council approval of this resignation, we will post the vacancy.		
Materials: Resignation letter		

July 12, 2021

To whom it may concern,

I Rachel Gallagher here by resign my seat on the Farmington Downtown Development Authority board.
It has been an honor.

Thank you,
Rachel Gallagher

--

Farmington City Council Staff Report	Council Meeting Date: July 19, 2021	Item Number 7A
---	--	-------------------------------

Submitted by: Kate Knight, DDA Executive Director

Agenda Topic: Public hearing and consideration to adopt Resolution No. 3 for Principal Shopping District Special Assessment

Proposed Motion:

Approve Resolution No. 3 to move forward with renewing the Principal Shopping District Special Assessment and direct the City Assessor to prepare a special assessment roll for the district.

Background:

At the June 21, 2021 meeting, the City Council accepted a report from the City Manager and DDA Executive Director related to the renewal of the Principal Shopping District (PSD) Special Assessment, which is scheduled to expire June 30, 2022. In accepting the report, the City Council scheduled a Public Hearing for Monday, July 19, 2021 at 7:00 pm on the advisability of proceeding to renew the special assessment for the Principal Shopping District. Notice of the Public Hearing was published in the Farmington Observer on June 8, 2021, and notices were sent by first class mail to all property owners in the proposed assessment district.

At the conclusion of the Public Hearing, City Council may determine to move forward with the special assessment, or in the alternative, may modify the scope as Council deems necessary in the best interests of the City. We recommend that City Council adopt Resolution No. 3 declaring its intent to proceed with the renewal of the special assessment. In this resolution, City Council adopts the Principal Shopping District Special Assessment renewal recommendation and directs the City Assessor to prepare a special assessment roll for the district.

If Resolution No. 3 is adopted, the Assessor's special assessment roll will be presented at the August 16, 2021 meeting. At that meeting, the City Council will be requested to accept the roll and schedule a Public Hearing for the September 20, 2021 meeting.

MATERIALS:
PSD Special Assessment Renewal Recommendation
Resolution No. 3 for the PSD Special Assessment Renewal



***Farmington Downtown Development Authority
Principal Shopping District
Special Assessment Renewal Recommendation
Fiscal Years 2022-23 through 2027-28***

HISTORY

The elimination of most school district property taxes because of Proposal A in 1994 diminished the effectiveness of tax increment financing as an economic development tool. The effects of Proposal A reduced the amount of revenues formerly received by the Farmington DDA.

Consequently, the Farmington City Council, under the authority of Public Act 120 of 1961, established a Principal Shopping District (PSD) Special Assessment for the purpose of funding **marketing and maintenance** functions of the Farmington Downtown Development Authority. While the PSD enabling legislation allows for a broader diversity of eligible expenditures, the DDA has preferred a narrower scope of services to improve specificity and transparency of where funds are spent.

Recent special assessments are as follows:

FY2017/18- FY2021/22 Special Assessment

Fiscal Year	Special Assessment
2017-18	\$180,000
2018-19	\$182,000
2019-20	\$184,000
2020-21	\$186,000
2021-22	\$188,000

The 2017 version of the Special Assessment of the Principal Shopping District expires at the end of the current fiscal year on June 30, 2022. This expiration provided an opportunity to examine the activities that are funded by the Special Assessment, to investigate alternate scenarios for projects and funding and to develop a renewal recommendation.

A study group convened to complete those tasks. The group was comprised of representatives as follows:

- City Manager David Murphy
- DDA Board Members, representing property ownership and business, Tom Pascaris, Tom Buck and Todd Craft
- Director of Finance and Administration Chris Weber
- DDA Executive Director Kate Knight

PROCESS

The PSD study group met over a series of three meetings, beginning May 11 and ending June 15, 2021. The following information was collected and presented:

- Discussion about the Downtown Development Authority and its funding alternatives, including Tax Increment Financing and a 2-mill levy
- Discussion about the Principal Shopping District enabling legislation, a PSD Special Assessment, and its uses
- Review of current special assessment methodology
- Review of top contributors to current special assessment
- Review and discussion of alternate special assessment methodologies
- Review of past and current functions and programs
- Discussion of recommendation

KEY FINDINGS

Key findings are described below:

- The Downtown Development Authority is an agency tasked with accomplishing projects and programs with a goal of revitalizing Downtown Farmington. The DDA participates in the Oakland County Main Street Program, a preservation-based revitalization strategy.
- The Downtown Development Authority is funded through various mechanisms, including tax increment financing, a special assessment and special event income.
- A community may create a Principal Shopping District if it is a city and the area under consideration is primarily commercial and contains a minimum of ten retail businesses. The Principal Shopping District must have a board if its activities are on-going as opposed to non-recurring. In the case of Farmington, the DDA and the PSD boundaries are the same and the Board Members are the same.
- A Special Assessment *may* be utilized to fund improvements, including, but not limited to, streets and walkways, public buildings, marketing and promotional campaigns, maintenance and security.
- The Special Assessment may be levied only on non-residential and non-tax exempt real property. The Study Group concurred that residential properties benefit from the programs funded by the special assessment, but currently do not contribute toward them financially. The Study Group recommends continuing a 2-mill levy assessed against all real property in the DDA district, thus gaining financial contribution from residential property. The 2-mill levy currently generates approximately \$48,000 in funds using the current taxable value in the DDA district.
- Many formulas exist for determining the Special Assessment, including price per square foot and price per foot of frontage. In Farmington, the formula is based on

valuation of a property in relation to the valuation of the district as a whole and represented as a percentage.

PRELIMINARY RECOMMENDATION

The study group entertained a series of questions as it considered the renewal of the PSD Special Assessment. The questions were:

- Should the study group recommend renewal of the PSD Special Assessment?
- How should the Special Assessment be structured?
- At what funding level should the Special Assessment be set and at what duration?
- What other changes are recommended by the study group?

The study group concurred that:

- The special assessment should be renewed in a five-year increment;
- Its basis should be on valuation as a percentage of the whole;
- The amount of the special assessment should be the current special assessment amount plus \$6,500 for annual Farmington Road streetscape maintenance, and the total increased by three percent annually over the renewal period.
- A 2-mill levy on all real property be assessed.

FINAL RECOMMENDATION

The PSD study group hereby recommends a renewal of the Special Assessment as follows:

- Renewal Period: 5 years; July 1, 2022 through June 30, 2028
- Basis: Valuation as a percentage of the whole
- Annual Increase: Three Percent
- One-time \$6,500 included in Year One for Farmington Road Streetscape maintenance
- Year One Basis: \$200,140 (\$188,000 + 3% +\$6,500)
- Year Two: \$206,144
- Year Three: \$212,329
- Year Four: \$218,698
- Year Five: \$225,259

PROJECTS TO BE FUNDED

The DDA Board of Directors formulates and executes an annual work plan that is presented to the City Council as part of its annual budget. It is expected that the funds generated by any special assessment shall be allocated toward maintenance and marketing-related activities, as has been past practice. The DDA Board of Directors shall consider work plan process. Such programs are: general maintenance, seasonal decorations, parking lot and public space maintenance, marketing and advertisement, business assistance, retail promotions, public relations, volunteer recruitment and retention and public utilities.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

[Principal Shopping District]

RESOLUTION APPROVING PROJECT

(Resolution No. 3)

Minutes of a regular meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held at City Hall, 23600 Liberty Street, Farmington, Michigan on July 19, 2021, at 7:00 o'clock p.m.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____
_____ and supported by Councilmember _____.

RECITATIONS:

The City is considering the levy of a special assessment under the authority of Act 120 of 1961, being MCL 125.981, et seq., within the City's Principal Shopping District (PSD).

On May 17, 2021, the City Council adopted a resolution (Resolution No. 1) directing the City Manager, in conjunction with the Executive Director of the Downtown Development Authority, to prepare a report for City Council to consider regarding the renewal of the Principal Shopping District special assessment.

On June 21, 2021, a report describing the necessity for the special assessment and the amount of the assessment and term of the renewal period was submitted to City Council for review. City Council adopted a resolution (Resolution No. 2) determining necessity and declaring that it tentatively intends to proceed with the special assessment renewal and setting a public hearing on the advisability of renewing the special assessment district to finance and defray the cost of improvements in the PSD.

Following the public hearing, conducted on July 19, 2021, the City Council has determined to proceed with the renewal of the Principal Shopping District special assessment district.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. The City Council approves the PSD Renewal Recommendation and finds that renewing the PSD special assessment is necessary to finance the cost of public improvements within the district. The purpose of the improvements is to fund maintenance and marketing-related activities and expenses, including for projects described in the Downtown Development Authority's annual work plan and budget.

2. The total amount to be collected is \$1,062,570.00 over a five (5) year period, and is hereby approved.

3. The District shall consist of all public and private real estate along Grand River Avenue between Oakland Avenue and Slocum Drive, and Farmington Road between Oakland Avenue and Slocum Drive, including public rights-of-way and alleys, against which 100% of the cost of the public improvements are to be assessed. The District boundaries are generally described as including the westernmost boundary at Liberty Street; the southernmost boundary at Slocum Street; the easternmost boundary at Mayfield Street; and the northern boundary along the

Rouge River, Thomas Street from Warner to Farmington, and Oakland Street from Grand River to Farmington (the “District”).

4. The duration of the District’s existence shall be five (5) years, from July 1, 2022 to June 30, 2026, shall be paid in installments specified in the City Council's Resolution confirming the special assessment roll and due on July 1 beginning in 2022 as follows:

2022	\$ 200, 140
2023	\$ 206, 144
2024	\$ 212, 329
2025	\$ 218, 698
2026	\$ 225, 259

The assessment shall be spread each year on the basis of the Taxable Value of non-residential real property that was certified by the March Board of Review of the prior year.

5. The City Assessor shall prepare a special assessment roll that includes all lots and parcels of land within the District with the names of the respective record owners of each property, if known, and shall also include the total amount to be assessed against each property. The amount to be assessed against each property shall be based upon the proportionate amount of special benefit to be received by each property from the Project. The amount spread in each case shall be based upon the detailed estimate of costs as approved by the City Council.

6. When the Assessor completes the assessment roll, he shall file it with the City Clerk for presentation to the City Council, along with his certification that the roll has been made pursuant to law and this Resolution of the City Council and that, in making the assessment roll, the Assessor has in his best judgment conformed in all respects to the law and the directions

contained in this Resolution. Upon receipt, the City Clerk shall present the roll and the Assessor's certification to the City Council.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CERTIFICATION

It is hereby certified that the foregoing Resolution is a true and accurate copy of the Resolution adopted by the City Council of the City of Farmington at a meeting duly called and held on the 19th day of July, 2021.

CITY OF FARMINGTON

By: _____
MARY MULLISON, CLERK

Farmington City Council Staff Report	Council Meeting Date: July 19, 2021	Reference Number 7B	
Submitted by: DDA Director			
Description Consideration of the second amended resolution designating The City of Farmington "Syndicate" Social District and Defining the Commons Area to include extended hours and all eligible license holders.			
Requested Action I MOVE TO APPROVE THE SECOND AMENDED RESOLUTION DESIGNATING SOCIAL DISTRICTS CONTAINING COMMONS AREAS AND ADOPTING A MANAGEMENT AND MAINTENANCE PLAN IN ORDER TO ALLOW CERTAIN ON-PREMISES LIQUOR LICENSEES EXPANDED USE OF SHARED AREAS FOR CONSUMPTION OF ALCOHOL PURSUANT TO PUBLIC ACT 124 OF 2020.			
<p>Background</p> <p>On July 1, 2020, Governor Whitmer signed House Bill 5781 into law (MCL 436.1551) creating the "Social District Permit," which allows local governments to designate a Social District within their jurisdictions. Businesses that are granted a Social District Permit may sell alcoholic liquor (beer, wine, mixed spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District. Local governments may now designate a Social District that contains a "commons area." On October 19, 2020, Farmington City Council adopted C-799-2020, to include social districts. Once designated, "qualified licensees" whose licensed premises are contiguous to the commons area within the Social District and who obtain a license from the Michigan Liquor Control Commission (MLCC) may permit patrons to leave the licensed premises with the alcohol and consume it within the commons area.</p> <p>A designated Social District, the "Syndicate", has been developed by the DDA for consideration in the form of a Resolution of City Council. DDA staff has worked with downtown business owners to determine which will apply to the MLCC for a Social District Permit. This will form the basis of the boundaries of the District. As more businesses add these permits, the Social District may be amended by City Council by amending the Resolution to expand or modify the District.</p> <p>Six months into the active Social District, the following amendments are recommended:</p> <ul style="list-style-type: none"> • Update Hours to be Monday-Sunday 8am-10pm, to allow sales during the Farmers Market • Update business list to include all eligible licensees within the established boundaries <p>Documents have been updated and will be submitted to MLCC.</p> <hr/> <p>Attachment</p> <ul style="list-style-type: none"> • Social District Plan with Map • Revised List of Eligible Licensees 			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager



**CITY OF FARMINGTON
OAKLAND COUNTY
STATE of MICHIGAN
SOCIAL DISTRICT PLAN**

Introduction:

The City of Farmington, in coordination with the Downtown Development Authority, established a Social District to take advantage of Michigan Public Act 124 of 2020 signed into law on July 1, 2020. This is enabled legislation that would allow Michigan municipalities to establish Social Districts that would allow for “common area” where two or more contiguous licensed establishments (bars, distilleries, breweries, restaurants and tasting rooms) could sell alcoholic beverages in designated containers to be taken into the area for consumption. City of Farmington Ordinance C799-2020, adopted by City Council October 19, 2020. City of Farmington has the Social District map and the policies, parameters and management of this new community development tool. The City of Farmington Social District Plan was implemented in December 2020.

Six months into the active Social District, the following amendments are recommended, and changes are highlighted below:

- Updated hours, Monday-Sunday 8am-10pm. Opening earlier to allow sales during the Farmers Market
- Update business list to include all eligible licensees within the established boundaries

Management:

The City of Farmington Social District, branded as the “Syndicate”, would be created and managed by the City through its City Manager and Downtown Development Authority Director. The district management and operations will be assisted by the Department of Public Safety and Department of Public Works.

District Boundaries:

The “Syndicate” Social District Map is included in this document. (Exhibit A) It is contained entirely within the DDA district boundaries. Streets in the social district would remain open to traffic and for parking. The district and the common area include all downtown core businesses with liquor licenses. They are geographically eligible but must apply individually for a permit with MLCC to participate.

Potential Participating License Holders:

Businesses with liquor licenses in the social district are: Page's Food and Spirits, Basement Burger Bar/1Up Arcade Bar, Los Tres Amigos, Farmington Brewing Co, Chive Kitchen, Browndog, Mi.Mosa, Sidecar Slider Bar, Crazy Crab, Masa, Loft Cigar Lounge, and John Cowley & Sons.

Participating license holders would be asked to sign a Social District agreement with the City, which must approve social district permits issued by the MLCC. This allows a license holder to sell alcoholic

beverages in specially designated and marked containers in its service area to be taken into the commons area for consumption.

Operations:

The City of Farmington Social District, the “Syndicate” would operate annually, seven days a week, from 8:00am to 10:00pm. After 10:00pm, Social District beverages cannot be sold in participating establishments nor possessed and consumed in the common area. After 10:00pm, consumption of alcoholic beverages must be contained within the license holders’ service areas.

It is the intent of the City to begin implementing the “Syndicate” Social District upon approval from the MLCC.

District Designation and Marking:

The Boundaries of the “Syndicate” Social District would be clearly designated and marked with signs and graphics on streets and sidewalks. The signs would be accompanied by intermittent trash receptacles for customers to dispose of used district cups as they exit the district.

Social District Financing:

The City of Farmington Social District, the “Syndicate” will be funded by the Downtown Development Authority and local businesses.

Social District Logo:

The “Syndicate” will be branded for marketing purposes and must have a special logo for use on the non-glass district beverage cups of no more than 16 ounces. The cups, purchased by the license holder, must also have a logo or name identifying the establishment. A “Syndicate” Social District cup may not be reused, must remain in the establishment where they were purchased or in the common area, and may not be taken into an establishment that did not sell the beverage. The “Syndicate” Social District stickered logo will be placed on each cup and it will be the license holder’s responsibility to place their own logo or name on the cup to be in compliance.

Security/Enforcement:

Security and enforcement in the “Syndicate” Social District will be provided by the City of Farmington Public Safety Department.

Insurance:

The City will insure its management and operation of the “Syndicate” Social District through its municipal umbrella insurance policy. Participating license holders would be left to secure their own liability insurance.

Sanitation:

The Farmington DPW will provide sanitation within the district including trash removal, litter pick-up on a daily basis, with support from DDA contractors as required.

Marketing and Promotion:

The “Syndicate” Social District does have a branded name for marketing purposes and a distinctive logo. Marketing will be done through traditional free media and paid advertising along with social media. “Syndicate” social media will be distributed through DDA accounts.

Festivals/Special Events:

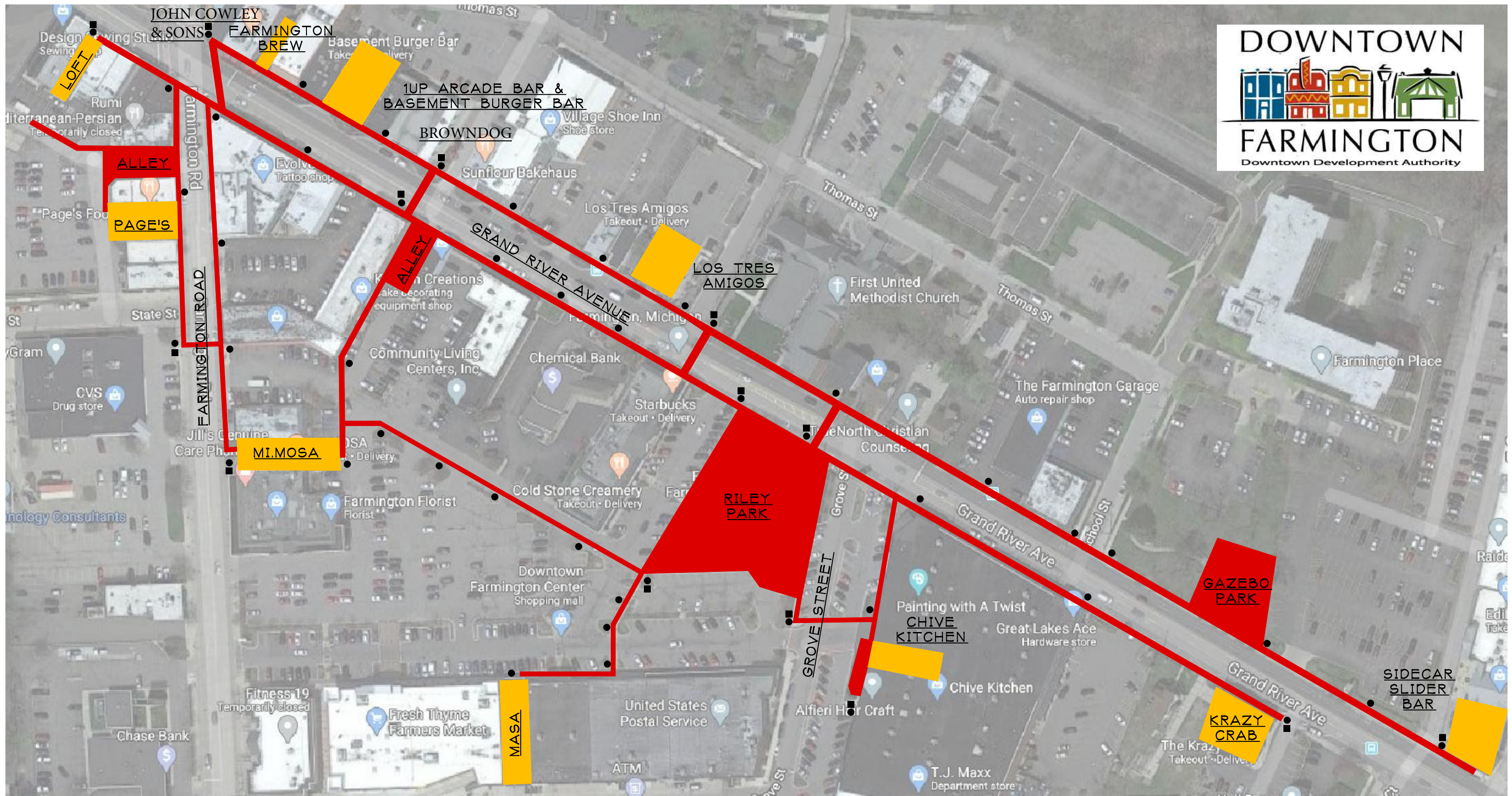
The state’s Social District law does not allow special event liquor licenses to participate in a Social District.

City of Farmington- Social District Qualified Licensees

These licensees are located within the City of Farmington Social District.

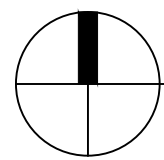
The designated common area is the entire social district.

LARA Business ID	Account Name	DBA	Address	Type
138	PAGE'S FOOD AND SPIRITS, INC.	PAGE'S FOOD & SPIRITS	23621 Farmington Rd Farmington, MI 48336-3109	Class C
223159	THE BASEMENT BURGER BAR, INC.	THE BASEMENT BURGER BAR	33316 Grand River Ave Farmington, MI 48336-6404	Class C
232118	LOS TRES AMIGOS FARMINGTON DOWNTOWN LLC	LOS TRES AMIGOS	33200 Grand River Ave Farmington, MI 48336-3122	Class C
236629	FARMINGTON BREWING COMPANY LLC		33336 Grand River Ave Farmington, MI 48336-3124	On-Premises Tasting Room Permit
241501	SWEET LUDRES, L.L.C.	CHIVE KITCHEN	33043 Grand River Ave Farmington, MI 48336-3119	Class C
242569	BROWNDOG, LLC	BROWNDOG CREAMERY	33314 Grand River Ave Farmington, MI 48336-3124	Class C
244072	JACOB'S RESTAURANT, INC.	MI.MOSA	23360 Farmington Rd Farmington, MI 48336-3102	Class C
0259640	LOFT CIGARS, LLC	LOFT CIGAR, LLC	33419 Grand River Ave Farmington, MI 48335-3521	Class C
0259924	SIDECAR FARMINGTON LLC	SIDECAR SLIDER BAR	32720 Grand River Ave Farmington, MI 48336-3182	Class C
0263130	SAMURAI STEAK HOUSE FARMINGTON, INC.	Samurai Steak House Farmington	32821 Grand River Ave Farmington, MI 48336-3115	Class C
0267828	LA MASA, LLC	LA MASA	23310 Farmington Rd Farmington, MI 48336-3102	Class C
5637	OLD VILLAGE INN, INC.	JOHN COWLEY & SONS	33338 Grand River Ave Farmington, MI 48336-3124	Class C



DOWNTOWN FARMINGTON SOCIAL DISTRICT PLAN

SCALE: 1" = 120'-0"



AREAS:	
WALKING PATH	37,160 SQ.FT.
RILEY PARK	32,355 SQ.FT.
GAZEBO PARK	9,165 SQ.FT.
ALLEY (FARMINGTON RD)	3,035 SQ.FT.
ALLEY (GRAND RIVER)	2,535 SQ.FT.
TOTAL	74,250 SQ.FT.

LEGEND	
	RESTAURANT
	PATH/GATHERING AREA
●	"SYNDICATE" SIGN (QTY.: 47)
■	INFORMATION SIGN (QTY.: 14)

ISSUE DATE: 10-29-2020

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

**SECOND AMENDED RESOLUTION DESIGNATING SOCIAL DISTRICTS
CONTAINING COMMONS AREAS AND ADOPTING A MANAGEMENT AND
MAINTENANCE PLAN IN ORDER TO ALLOW CERTAIN ON-PREMISES LIQUOR
LICENSEES EXPANDED USE OF SHARED AREAS FOR CONSUMPTION OF ALCOHOL
PURSUANT TO PUBLIC ACT 124 OF 2020.**

RECITATIONS:

WHEREAS, the Michigan Liquor Control Code was recently amended by 2020 Public Act 124 (the Act) to allow the governing body of a local governmental unit to designate social districts and commons areas which may be used by qualified licensees to obtain a social district permit from the Michigan Liquor Control Council (MLCC) to utilize expanded areas for the consumption of alcohol; and

WHEREAS, if the governing body of a local governmental unit designates a social district that contains a commons area, the governing body must define and clearly mark the commons area with signs, establish local management and maintenance plans including, but not limited to, hours of operation for submittal to the MLCC, and maintain the commons areas in a manner that protects the health and safety of the community; and

WHEREAS, the City Council finds that designating social districts and commons areas pursuant to the Act is in the best interests of the citizens of the City of Farmington especially in light of COVID-19 restrictions on indoor gatherings and social distancing recommendations; and

WHEREAS, the City of Farmington Social District shall be created and managed by the City through a collaboration with its Downtown Development Authority;

NOW THEREFORE BE IT RESOLVED THAT, that the City Council designates the social districts and commons areas as provided on the attached maps, establishes the attached management and maintenance plan, **has identified and approves the attached list of potential qualified license holders for a Social District Permit,** and authorizes the City Manager or his designee to take all such other actions necessary in order to implement this Resolution and comply with the Act.

BE IT FURTHER RESOLVED THAT that the City Clerk is authorized and directed to forward this Resolution and the attached maps and management and maintenance plans to the MLCC as required by the Act together with this Resolution.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

CERTIFICATION

I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Farmington at a meeting duly called and held on July____, 2021.

CITY OF FARMINGTON

MARY MULLISON, CLERK

Farmington City Council Staff Report	Council Meeting Date: July 19, 2021	Item Number 7C	
Submitted by: Scott Freeman			
Agenda Topic: Farmington Civic Theater Wage Increase			
Proposed Motion: Move to authorize an increase in Civic Theater wages to bring them up to market levels			
Background: The theater has come to the point where it needs to significantly increase wages. With increased wages at almost all other businesses, the theater needs the ability retain and attract employees. Restaurants, grocery stores, municipalities, etc. are offering more attractive compensation than the theater. Recently, the theater lost two employees to The Hawk in Farmington Hills due to better pay. The theater plans to hire two part-time employees as soon as possible, but needs the attraction of competitive wages. In addition, the theater needs to hold on to its current good employees. Although staffing and wages is within the general manager's discretion, this is brought to city council due to the amounts of the increases and that the budget was recently adopted.			
	Current	Proposed	
Regular	\$9.65	\$12.00	
Manager	\$11.50	\$14.00	
Operations Mgr	\$13.50	\$16.25	
Materials:			

Farmington City Council Staff Report	Council Meeting Date: July 19, 2021	Item Number 7D
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Oakland County Water Resource Commissioner Office update: Change Evergreen Farmington Sewer to a Chapter 20 Section 471 Drain		
Proposed Motion: Move to approve and authorize the Mayor or City Manager to execute the EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT CHAPTER 20 SECTION 471 AGREEMENT.		
Background: Recently the Oakland County Water Resource Commissioners Office has recommended communities served by the former Evergreen-Farmington Sanitary District Sewer (EFSDS) convert to the Evergreen-Farmington Sanitary Drain District (EFS). This main concept of this change will allow OCWRC greater flexibility and funding avenues to meet Administrative Consent Order (ACO) and Long-Term Capacity (LTCAP) mandates from the State of Michigan Environment, Great Lakes, and Energy (EGLE), and Environmental Protection Agency (EPA). Tonight, representatives of OCWRC are here to provide additional information to City Council and answer questions.		
Materials: Letter from Beth Saarela Letter from Jim Nash 471 Agreement		

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
www.rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

*Privileged and Confidential Correspondence
From City Attorney*

June 24, 2021

Charles J. Eudy, Superintendent
Department of Public Works
City of Farmington
33720 West Nine Mile Road
Farmington, MI 48335

**Re: Evergreen-Farmington Sanitary Drain Drainage District
Chapter 20 Section 471 Agreement**

Dear Chuck:

We have received and reviewed a revised version of the Chapter 20 Section 471 Agreement prepared by the Water Resource Commissioner's Office (WRC) in connection with the conversion of the Evergreen-Farmington Sanitary Sewage Disposal System into a Chapter 20 Drain. Although the WRC has revised the Agreement to address the comments of various communities, the general purpose, intent, and substance of the Agreement has not changed since our initial review. The substantive revisions include:

1. Clarifications to provisions relating to each individual municipality's responsibility to enforce discharge standards against its users and clarification that those standards must be based on existing law and regulations.
2. Revisions to the provisions relating to exceedances of the Town Outlet Capacity at each meter, including creation of a general process to follow to address each exceedance and require a corrective action plan if deemed necessary.
3. Added acknowledgement that the Drainage District is currently negotiating a new long-term contract with the Great Lakes Water Authority to discharge into its system.
4. Clarifications to the scope of the ACO projects that the Drain was created to finance, including the addition of the information relating to the Drain Board meetings in which the projects and assessments were approved.

5. The addition of provisions requiring the WRC or other representatives of the Drain Board to meet with each municipality on regular basis (at least annually) to discuss the method of assessment for ongoing operation and maintenance expenses.
6. The reduction of the term of the Contract from 40 to 30 years, or whatever term is necessary to repay outstanding debt on the system.
7. All of the final Exhibits have been added relating to the costs of the project and apportionment, outstanding debt, Town Outlet Capacity, municipalities with individual ACO's, and the service area map.

We have no objection to the above revisions. We were able to provide comments and request adjustments to the language as the revisions were being circulated and all of our concerns were satisfactorily addressed.

It should also be noted that we discussed the issues we raised on our initial review letter with counsel for the Drain District and he was able to confirm that liability and insurance for the Drain will be handled in the same or substantially similar manner as it has historically been handled for the Evergreen Farmington System. A new insurance policy is currently being issued. Any liability or costs arising as a result of operating and maintaining the drain that are not covered by insurance, become a system cost that is assessed to the municipalities.

Our concerns regarding how exceedances may be handled have been addressed by providing for a clearer process for review by all parties involved in the exceedance.

Please let us know if you would like to discuss the above issues, or any of the other topics covered by the Agreement, or that you believe should be covered by the Agreement, including any objections, questions or concerns you may have with respect to the content of the Exhibits. Unless you have additional concerns regarding the content of the Exhibits or any of the added provisions, we see no legal impediment to approval of the 471 Agreement by the City.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

Chuck Eudy, Superintendent of Public Works
City of Farmington
June 24, 2021
Page 3

EKS

Enclosure

C: Mary Mullison, Clerk (w/Enclosure)
Dave Murphy, City Manager (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
CHAPTER 20 SECTION 471 AGREEMENT

This Agreement, dated the ____ day of _____, 2021, by and among the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District (the “Drainage Board”), the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (each, a “Public Corporation” and collectively, the “Public Corporations”). The Drainage Board and the Public Corporations are sometimes referred to each as a “Party” and collectively as the “Parties.”

WHEREAS, by Resolution No. 7674, adopted September 2, 1976, and pursuant to the provisions of Act No. 342 of the Public Acts of Michigan of 1939, as amended (“Act 342”), the County of Oakland (the “County”) established the Evergreen-Farmington Sewage Disposal System (the “EFSDS” or the “System”) and designated and appointed the Oakland County Drain Commissioner, now the Oakland County Water Resources Commissioner, as the “county agency” for the System pursuant to Act 342 (the “County Agency”), with all the powers and duties with respect to the acquisition, construction and financing of facilities for the System as are provided by law especially Act 342; and

WHEREAS, Section 3 of Act 342 authorizes the County Agency to make and execute proposed alterations, changes, and extensions of the improvements, facilities, or services authorized herein; to locate, acquire, purchase, construct, alter, repair, maintain, and operate the improvements, facilities, and services authorized herein and enter into and execute contracts therefor; and

WHEREAS, the County Agency and the Public Corporations serviced by the EFSDS entered into the Evergreen and Farmington Sewage Disposal Systems Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects, dated September 30, 1989 (the “342 Agreement”); and

WHEREAS, certain of the Public Corporations petitioned for the location, establishment and construction of an intra-county drain project consisting of the sewage disposal system previously known as the EFSDS and all improvements necessary or prudent to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019 (the “ACO”); and

WHEREAS, the Drainage Board named said drain project the Evergreen-Farmington Sanitary Drain (the “Drain”, and the improvements to be undertaken to comply with the ACO also referred to herein as the “Project”) and named the drainage district composed of the Public Corporations the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) composed of the Public Corporations to be assessed for the Drain, pursuant to Chapter 20 of the Michigan Drain Code, Act No. 40 of the Public Acts of Michigan of 1956, as amended (the “Drain Code”) and issued its Final Order of Determination as executed by the Chairperson of the Drainage Board on November 17, 2020 (the “Final Order of Determination”); and

WHEREAS, as provided in the petitions, the issuance of bonds to finance the Project is contingent upon the Public Corporations and the Drainage District entering into an agreement as provided by law setting forth the services and operations of the Drainage District and to provide for methods of addressing and apportioning future improvements to the Drainage District; and

WHEREAS, Section 471 of the Drain Code authorizes the Drainage Board to contract with any public corporation including any agency thereof, including the Public Corporations and the County Agency; and

WHEREAS, the Drainage Board and the Public Corporations acknowledge that the underlying purpose of this Agreement, entered into pursuant to the authority provided in Section 471 of the Drain Code, is to fully satisfy the terms of the petitions and allow for the issuance of bonds to finance the Project; supersede and replace the Act 342 Agreement; provide for the operations, maintenance, and administration of the Project and the Drainage District by the Drainage Board; acknowledge responsibilities with respect to outstanding debt obligations issued to finance EFSDS improvements; and promote communication by and among the Drainage Board and the Public Corporations; and

WHEREAS, it is understood and agreed that the entire cost of the Project and the entire cost for the operations, maintenance, and administration of the Drainage District is to be assessed against the Public Corporations pursuant to Chapter 20 of the Drain Code.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

AGREEMENT

1. **Evergreen-Farmington Sanitary Drain Drainage District.** The Parties acknowledge the legal establishment of the Drain and the Drainage District pursuant to the Final Order of Determination and in accordance with applicable law including, but not limited to Chapter 20 of the Drain Code. The Parties acknowledge that the Project is to provide improvements necessary or prudent to bring the EFSDS, now the Drainage District, into compliance with the ACO.

2. **Town Outlet Capacity.** The Parties acknowledge that each Public Corporation's respective ability to discharge to the Drain is limited to that provided in the Town Outlet Capacities attached as **Exhibit 1 (Town Outlet Capacities)**. The Town Outlet Capacities provided herein will not be available until after the full completion of the project described in this Agreement. After a Public Corporation reaches its Town Outlet Capacity, that Public Corporation shall have the right to contract for any additional needed capacity outside of the Drain, but it shall retain its obligation to deliver its Town Outlet Capacity to the Drain. The Drainage District agrees that each Public Corporation shall retain the right to deliver wastewater in the amount as set forth for its respective Town Outlet Capacity, to the Drain subject to the terms and conditions of this Agreement, including any extension thereof, so long as each Public Corporation shall continue to pay the amount specified herein for its respective assessment of the cost of the Project, the operation, maintenance and improvement, and administration of the Drainage District, and any additional facilities of the Drainage District as provided herein. No Public Corporation shall have the right unilaterally to terminate or reduce such payments, but if any such Public Corporation

shall breach such obligation, the Drainage District shall be authorized to terminate or reduce such delivery rights or to transfer such delivery rights to other public corporations, whether a party hereto or not. The discharge of wastewater into the Drain from any Public Corporation whether a Party or not, shall not exceed the Town Outlet Capacity of such public corporation. Responsibility and authority will be vested with the Drainage District to oversee and regulate the discharge of wastewater from each Public Corporation and take appropriate actions to protect the rights of the Drainage District to promote each Public Corporations to discharge up to but not in excess of its respective Town Outlet Capacity. The Drainage District acknowledges that exceedances may occur from time to time. If a Public Corporation exceeds their respective Town Outlet Capacity, all Public Corporations tributary to that location will meet with the Drainage District to discuss the reasons for non-compliance. Public Corporations found by the Drainage District to be in exceedance of their respective Town Outlet Capacity can be required by the Drainage District to develop and implement a written corrective action plan acceptable to the Drainage District within 90 days of the Drainage District's finding or as otherwise agreed. A written corrective action plan shall be consistent with the Evergreen-Farmington Sanitary Drain Cohesive Operating Protocol or successor protocol, plan, or document. In the event it becomes necessary or prudent to install meters to monitor the flow of wastewater into the Drain, the costs for installation and operation of such meters shall be borne by all Public Corporations as a general system cost and shall be assessed or otherwise be obligated to be paid in accordance with Chapter 20 of the Drain Code.

3. **EFSDS Transfer And Legal Title.** The Parties acknowledge that the EFSDS is hereby transferred to and established as the Drain in accordance with law and the ACO notice provisions. The Drainage Board shall be responsible for the operations, maintenance, and administration of the Drainage District in accordance with Chapter 20 of the Drain Code.

4. **EFSDS Outstanding Debt Obligations.** The Parties acknowledge that there are outstanding debt obligations issued by the County for improvements to the EFSDS, attached as **Exhibit 2 (Index of Outstanding EFSDS Bonds)**. The Parties hereby covenant and agree that, so long as any such bonds or other debt obligations remain outstanding and unpaid, the provisions of this Agreement shall not impair the security for the bonds or other obligations or the prompt payment of principal or interest thereon. The Public Corporations, the Drainage Board, and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this Agreement promptly, and will not suffer to be done any act which would in any way impair bonds or other debt obligations, the security therefor, or the prompt payment of interest thereon. The Parties acknowledge that such outstanding debt obligations will continue to be serviced in the manner that they are currently being serviced, and that the County Agency shall continue to pay the County of Oakland the amounts necessary to meet all such bond payments, debt service, and obligations until and unless otherwise agreed between the Drainage District and the County. The Parties further acknowledge that with respect to any debt issued pursuant to Act 342, the Oakland County Water Resources Commissioner will continue in the capacity as County Agency, as designated and appointed by the County for the EFSDS for carrying out the purposes of and exercising the powers and duties vested in any contract entered into by and among the County and any of the Public Corporations pursuant to Act 342 (any such contract referred to herein as an "Act 342 Contract"). Any Party that is party to an Act 342 Contract ratifies and confirms its obligations under any such Act 342 Contract and agrees to continue to carry out its obligations under such Act 342 Contract, including the payment of amounts required to be paid by any Public Corporation to the County Agency for the payment of debt service and any County

Agency administrative expenses, as provided in the Act 342 Contract. To the extent there is any inconsistency between an Act 342 Contract and this Agreement, the terms of the Act 342 Contract will prevail.

5. **Drainage District Operations.** The Drainage District shall operate in accordance with accepted public utility operational procedures. The Drainage District shall not be liable to any Public Corporation, or any individual user therein, for any interruption in service. The Public Corporations agree to comply with their respective administrative consent orders. A list of the Public Corporation's Administrative Consent Orders is provided in **Exhibit 3 (Public Corporation Administrative Consent Orders)**.

6. **Public Corporation Consent To Location of Drainage District.** The Public Corporations, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Drain and of other extension, improvement or enlargement thereof, within their corporate boundaries and to the use by the Drainage District of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Drain and any improvement, enlargement or extension thereof. The Public Corporations further agree that in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the Drainage District such grants of easement, right-of-way, permit or consent as may be requested by the Drainage District. Each Public Corporation agrees to transmit to the Drainage District wastewater collected within its respective boundary or otherwise provided by contract up to its Town Outlet Capacity, at reception points designated by the Drainage District, and the Drainage District agrees that the Drainage District shall accept and dispose of such wastewater for treatment.

7. **Public Corporation Wastewater.** Each Public Corporation shall be responsible at its own expense to properly operate and maintain its respective sewer system to collect and deliver wastewater flow to the Drain. The Drainage District shall have no responsibility for the Public Corporations' sewer systems. The Public Corporations shall be responsible for the character of their respective wastewater flows and shall comply with standards, rules, and regulations controlling the transportation and discharge of wastewater to the Drain. Each Public Corporation by the adoption of appropriate ordinances or rules or regulations shall enforce all legal requirements and Drainage District requirements including those relating to industrial pretreatment. Each Public Corporation shall not deliver wastewater to the Drain in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements.

8. **Service Area.** The service area of the Drain is depicted in **Exhibit 4 (Service Area Map)** which service area consists of the EFSDS interceptor system as configured as of the date of establishment of the Drain and Drainage District by execution of the Final Order of Determination, and includes areas served pursuant to existing service agreements of certain Public Corporations with other municipalities outside of the Drainage District as listed in **Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities)**. The Parties understand that the Drainage District is currently subject to the contract between the EFSDS (and as anticipated to be transferred and assigned to the Drainage District) and the Detroit Water And Sewerage Department (as has been assigned to the Great Lakes Water Authority). The Parties also understand that the Drainage District is currently negotiating a new contract with the Great Lakes

Water Authority. No Public Corporation that is a party to this contract shall divert flow that is presently tributary to the Drain to another sewage treatment plant or facility or construct or permit the construction of any new sewage treatment plant or facility within the Drainage District without the approval of the Drainage Board.

9. **Assessments of Public Corporations For the Payment Of Project Costs.** The Parties acknowledge and approve the Project and the preliminary plans and cost estimates for the Project attached as **Exhibit 6 (Project Preliminary Plans And Cost Estimates)**. The Project is limited to those improvements described in the petitions of the Charter Township of West Bloomfield dated July 13, 2020 and the City of Southfield dated July 20, 2020 and the Final Order of Determination of the Drainage Board dated November 17, 2020. The Public Corporations acknowledge and agree to pay the Drainage District for all Project costs, including the acquisition, construction, and financing of the Project in accordance with the approved Final Order of Apportionment, executed by the Chairperson of the Drainage Board on June 22, 2021, establishing the assessment percentages as described in **Exhibit 7 (Final Order of Apportionment Assessment Percentages)**. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition and construction of the Project, the approval of the work and materials therefor, and construction supervision, shall be under the exclusive control of the Drainage Board. The Drainage Board shall maintain appropriate insurance coverage for the Project. The insurance premiums for policies secured by the Drainage Board for the Project shall become a Project cost. In the event the amount of any judgment, arbitration award or settlement, including litigation costs, are payable by the Drainage Board, such amount shall be a Project cost. It is specifically recognized by all Public Corporations that the Drainage Board may issue bonds on behalf of the Drainage District in anticipation of the collection of assessments or other payments required to be made by the Public Corporations under the provisions of Chapter 20 of the Drain Code and as described in this Agreement, and the Public Corporations covenant and agree that they will make all required payments to the Drainage Board promptly and at the times specified herein.

10. **Assessments and Charges to Public Corporations For The Payment Of Drainage District Operations, Maintenance, and Administration Costs.** The Public Corporations shall pay the Drainage Board for the operation, maintenance, and administration of the Drain and related wastewater services at such amounts as the Drainage Board may establish from time to time based on the aggregate quantity of wastewater on a multi-year rolling average method entering the Drain attributable from the Public Corporations or any other method as determined by the Drainage Board, based on the benefits that accrue to each Public Corporation and the extent to which each Public Corporation contributes to the conditions that make the Drainage District necessary. At least annually, representatives of the Drainage Board shall offer to meet with the Public Corporations and discuss the method of assessment of operation, maintenance, and administration of the Drain. The Parties acknowledge that amounts charged by the Drainage Board to each Public Corporation will include all applicable costs and expenses associated with financing, administration, operation and maintenance, sewage disposal charges or other applicable expenses as determined by the Drainage Board, and will include an allocable share of debt service owed on outstanding bonds and other obligations issued by the County for improvements to the EFSDS. In the event that the Drainage District is billed directly by the Great Lakes Water Authority for charges associated with high strength and industrial wastewater flows, such charges may be invoiced directly to the responsible Public Corporation(s) as determined by

the Drainage Board. Each of the Public Corporations reserves the right to establish the manner in which it assesses and charge properties within the Public Corporation benefiting especially from the Drain or otherwise provide for the amounts needed to pay for the Drainage District assessments, in accordance with the Drain Code and other applicable law. Operation, maintenance, and administrative expenses shall include, but not be limited to, such amounts as in the judgment of the Drainage Board to pay for any losses or legal expenses arising from the operation, maintenance and improvement, and administration of the Drain and the repair and replacement of the Drainage District's administrative facilities, equipment, accessories, or appurtenances as may be reasonably necessary or prudent. If the character of wastewater transmitted from any Public Corporation is in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements, the Drainage Board may apply an additional assessment to the respective Public Corporation and, if necessary or prudent, the Drainage Board shall have the right for the protection of the Drainage System and the public health or safety, to deny discharge of wastewater to the Drainage District.

11. **Administration, Auditing, Financial Services, and Other Overhead Expenses.**

The Drainage Board is authorized, but not required, to use the Oakland County Water Resources Commissioner, the County of Oakland, or third party personnel, equipment, or services for the operations, maintenance, or administration of the Drain. The Public Corporations agree that the costs of contract, administration, auditing, financial services, and other overhead expenses are part of the Drain costs whether provided by County personnel or third parties. This includes allocable share of reasonable personnel cost, salary, and fringe benefits as determined by the Drainage Board.

12. **Billing.** The assessments and charges as herein provided shall be billed on either a monthly or quarterly basis by the Drainage Board to the Public Corporations. It is understood and agreed, that the payment of charges for services as provided herein for each Public Corporation shall be the general obligation of such Public Corporation, and the Drainage Board shall have the right to utilize any method permitted by law for the collection of such charges due to the Drainage Board under this contract.

13. **Nonassignment.** A Public Corporation shall not assign any claim, right, or privilege it may have under this Agreement or under law from or against the Drainage District to any other Public Corporation, person, or entity whatsoever without the prior written approval of the Drainage Board.

14. **Drainage District Rules And Regulations.** The Drainage Board may establish general rules and regulations for the Drainage District consistent with applicable law, rules, and regulations controlling the quantity and quality of the discharge of the users to the Drain. Nothing herein shall prohibit the Drainage Board from establishing rules and regulations more stringent than those required by applicable law, rules, and regulations, if, in the judgment of the Drainage Board stricter rules and regulations are necessary or prudent to protect the integrity of the Drainage District. Further, each Public Corporation agrees to enforce such rules and regulations as the Drainage Board adopts from time to time.

15. **No Territorial Change of Public Corporation.** No change in the jurisdiction over territory in any Public Corporation shall in any manner impair the obligations of this Agreement, supplement or amendment. In the event all or any part of the territory of a Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another Public Corporation or another public corporation, the Public Corporation or public corporation into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and rights in the Drainage District of the Public Corporation from which territory is taken and such a Public Corporation shall become a Public Corporation in this Agreement, based upon a division determined by the Drainage Board in its sole discretion.

16. **Term.** This Agreement shall remain in full force and effect for an initial term of thirty (30) years from the Effective Date as provided in Section 26, and shall be automatically extended for an addition ten (10) year term beyond the initial term and thereafter automatically extended for ten (10) year intervals unless terminated by the Parties as provided herein; provided that, in no event shall this Agreement be terminated if any bonds, notes or other debt of the Drainage District remain outstanding. It is understood that this Agreement shall automatically and without further action of the Parties, be extended to such date beyond the initial term and any extension thereto to coincide with the date on which all of the principal of and interest on any such bonds, notes or other debt have been fully paid. Expiration or termination of this Agreement shall not impact in any way the Parties rights, duties and obligations and the Drainage Board's rights and obligations to the continued operation, maintenance and improvement, and administration of the Drain under Chapter 20 of the Drain Code.

17. **Termination.** Following the initial term or the full payment of the principal of, and interest on, any and all bonds, notes or other debt of the Drainage District, whichever is later, this Agreement may be terminated by any Party upon a minimum of 365 calendar days written notice to each of the other Parties to this Agreement. The written notice shall state the effective date of the termination.

18. **Governing Law.** This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Lawsuits or Claims.** The Parties agree that the costs and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement to the extent such costs and expenses are chargeable against the Drainage District shall be deemed to constitute part of the cost of the Drain and shall be paid by the Public Corporations in the same manner as other costs of the Drain.

20. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

21. **Government Function.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power,

obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

22. **Notices.** Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

Drainage District:

Oakland County Water Resources Commissioner
One Public Works Drive, Building 95-West
Waterford, Michigan 48328

Public Corporation:

Authorized representative for such Public Corporation

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

23. **Entire Agreement, Amendment, Counterparts, and Enforceability.** This Agreement sets forth the entire understanding of the Parties concerning its subject matter and specifically supersedes and replaces the Act 342 Agreement. The terms and conditions are contractual and not mere recital. This Agreement may be amended by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

24. **Public Purpose.** The Drainage Board and the Public Corporations enter this Agreement to serve the public health and welfare of the people of the state of Michigan, especially in the Drainage District.

25. **Successor and Assigns.** This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns, subject to the provisions of this Agreement precluding assignment.

26. **Existing Rights.** Nothing in this Agreement shall impact the existing rights or obligations of any Party.

27. **Effective Date.** This Agreement shall become effective as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

**EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT**

By: _____

Its: _____

COUNTY OF OAKLAND

By: _____

Its: County Agency, pursuant to Act No. 342 of the
Public Acts of Michigan, 1939, as amended

CITY OF AUBURN HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

And: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

And: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

And: _____

Its: _____

DRAFT

CITY OF KEEGO HARBOR

By: _____

Its: _____

And: _____

Its: _____

CITY OF LATHRUP VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF SOUTHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF TROY

By: _____

Its: _____

And: _____

Its: _____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By: _____

Its: _____

And: _____

Its: _____

DRAFT

INDEX OF EXHIBITS

1. Exhibit 1 (Town Outlet Capacities). Para 2.
2. Exhibit 2 (Index of Outstanding EFSDS Bonds). Para 4.
3. Exhibit 3 (Public Corporation Administrative Consent Orders). Para 5
4. Exhibit 4 (Service Area Map). Para 8.
5. Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities). Para 8.
6. Exhibit 6 (Project Preliminary Plans And Cost Estimates). Para 9.
7. Exhibit 7 (Final Order of Apportionment Assessment Percentages). Para 9.

EXHIBIT 1

TOWN OUTLET CAPACITIES

DRAFT

**Exhibit 1
Evergreen-Farmington Sanitary Drain
Town Outlet Capacities**

Meter	Most Downstream Public Corporation	Town Outlet Capacity* (cfs)	Tributary Public Corporations																		
			AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT	AP	BV	Birm	EFSD
3460	AHC	2.72	✓																		
3707	BFV	2.63		✓																	
3390	BHC	15.19	✓		✓																
3510	BHC	0.29	✓		✓																
3240	BHV	54.08	✓	✓	✓	✓	✓							✓	✓	✓	✓	✓	✓	✓	✓
3230	BHV	2.26			✓																
3340	BLT	6.67		✓		✓	✓		✓							✓					✓
3320	BLT	26.34	✓		✓		✓	✓							✓						✓
3500	BLT	11.48			✓											✓					
3530	BLT	0.17					✓														
3450	BLT	0.18					✓														
3440	BLT	4.19	✓		✓		✓														✓
3430	BLT	2.30			✓		✓														✓
3420	BLT	1.91					✓														✓
3640	BLT	2.89			✓		✓									✓					✓
3630	BLT	0.91			✓		✓														✓
3610	BLT	0.33			✓		✓														✓
3470	BLT	0.49					✓														✓
4840	BLT	6.88					✓									✓					✓
4810	BLT	8.67					✓									✓					✓
4920	FAC	7.30						✓	✓												✓
4930	FHC	2.23							✓												✓
4940	FHC	4.09							✓												✓
4000	FHC	76.16					✓	✓	✓		✓		✓			✓					✓
3910	FHC	8.07					✓	✓	✓		✓		✓			✓					✓
4050	FHC	32.00					✓	✓	✓		✓		✓			✓					✓
4500	FHC	23.97						✓	✓							✓					✓
3753	FRV	0.51							✓												✓
3763	FRV	0.15							✓												✓
4130	KHC	3.48								✓		✓				✓					✓
3100	LVC	2.66									✓										✓
3130	LVC	6.05									✓										✓
4110	OLC	0.49										✓				✓					✓
4121	OLC	4.93										✓				✓					✓
4125	OLC	0.51										✓				✓					✓
3003	SOC	195.51	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3260	SOC	2.34																			✓
3700	SOC	18.26		✓						✓				✓							✓
3800	SOC	9.88					✓	✓	✓	✓		✓	✓		✓						✓
3900	SOC	9.69					✓	✓	✓	✓		✓	✓		✓						✓
3520	TRC	7.86					✓								✓						✓
3540	TRC	1.02					✓								✓						✓
4541	WBT	3.07							✓							✓					✓
4560	WBT	2.08														✓					✓
4580	WBT	2.82														✓					✓
4600	WBT	4.33														✓					✓
4140	WBT	1.55														✓					✓
4100	WBT	13.19								✓		✓				✓					✓
4801	WBT	2.98					✓									✓					✓
4820	WBT	0.74					✓									✓					✓
4850	WBT	2.96														✓					✓
4860	WBT	1.00														✓					✓
4870	WBT	0.82					✓									✓					✓
4804+4806	WBT	12.63					✓		✓							✓					✓

Each Public Corporation's Town Outlet Capacity is limited to the particular flow from the respective meter, irrespective of whether the flow rates listed were derived from flow generated from multiple Public Corporations including tributary portion(s) of each Public Corporation. Corrective action by a Public Corporation may be required by the Drainage District because of flow generated from a tributary Public Corporation contributing to a flow rate that is greater than a Town Outlet Capacity.

* As measured on a rolling hourly average as defined as the average of uniform time step data across any 60 minute period where each 60 minute average shifts one time step.

EXHIBIT 2

INDEX OF OUTSTANDING EFSDS BONDS

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen-Farmington Sewage Disposal System 8 Mile Road Pumping Station Bonds, Series 2012	\$2,415,000	4/10/2012	10/1/2013-2032
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds, Series 2014	\$36,855,000	9/17/2014	10/1/2017-2036
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2015	\$3,700,000	10/13/2015	10/1/2016-2027, 2029, 2031, 2033, 2035
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2017	\$4,805,000	5/31/2017	3/1/2018-2037
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds. Series 2017	\$995,000	9/28/2017	Mandatory redemption 9/1/2018-2027
Evergreen-Farmington Sewage Disposal System Refunding Bonds. Series 2018	\$3,065,000	2/28/2018	4/1/2019-2031

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2018A	\$8,300,000	9/20/2018	4/1/2019-2033
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2020A	\$3,910,000	3/26/2020	7/1/21-2029

DRAFT

EXHIBIT 3

PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS

Community	ACO #
Beverly Hills	AFO-SW-09-002
Bloomfield Hills	AFO-SW-09-004
Bloomfield Township	AFO-SW-09-003
Farmington	ACO-SW-05-005
Farmington Hills	ACO-SW-05-006
Lathrup Village	AFO-SW-09-007
Troy	AFO-SW-09-006
West Bloomfield Township	AFO-SW-09-005

DRAFT

EXHIBIT 4

SERVICE AREA MAP

DRAFT

EXHIBIT 5

**INDEX OF PUBLIC CORPORATION AGREEMENTS TO ACCEPT
WASTEWATER FROM OTHER MUNICIPALITIES**

1. That certain Letter Agreement between the Township of West Bloomfield and the City of Sylvan Lake dated circa December 24, 1963 and countersigned on January 8, 1964 respecting the Sylvan Manor Arm.

DRAFT

EXHIBIT 6

PROJECT PRELIMINARY PLANS AND COST ESTIMATES

Overall Project Preliminary Plans and Cost Estimates

Total Estimated Project Cost: \$72,700,000

The Total Estimated Project Cost is \$72,700,000.00. This includes the 4 component projects described below including the following: (1) Great lakes Water Authority (“GLWA”) Capacity Purchase Project; (2) 8 Mile Road Outlet Conveyance Project; (3) Evergreen Road Conveyance, Walnut Lake Pump Station #1 Project; and (4) Lathrup Village Sanitary Retention Tank Improvements. The preliminary plans including the basis of design and other projects documents are on file with the Water Resources Commissioner’s office and have been the subject of monthly meetings of the Corrective Action Plan Steering Committee of the EFSD since 2019 and presented and discussed at the public meetings of the EFSD.

Project Name: GLWA Capacity Purchase

Owner: Evergreen-Farmington Sanitary Drain

Location: Various

Engineer of Record: Applied Science, Inc.,

Estimated Purchase Capacity: \$33,000,000

Total Estimated Project Cost: \$34,130,000

Tentative Purchase Date: December 2021-January 2022

The existing contractual outlet capacity pursuant to the August 29, 1984 Detroit-Oakland Agreement for the Use of Certain Detroit Sewers for the Evergreen – Farmington District is a maximum rate of discharge of 170 cubic feet per second (cfs). The contractual agreement includes provision for increasing the maximum rate of discharge as may be agreed to by the parties. A proposed increase in the EFSD maximum rate of discharge of 57 cfs, for a revised total contractual capacity of 227 cfs is tentatively agreed to among parties. In order to accept this additional flow, GLWA must remove offsetting flow from the system. Two projects are requested for GLWA to meet these EGLE requirements, the DWSD West Warren Sewer Separation Project and the GLWA West Warren Outfall project. The purchase capacity cost is guided by but not tied directly to the anticipated project costs from these two projects. The engineer for the GLWA Purchase Capacity is Applied Science, Inc. The anticipated negotiated purchase capacity is \$33,000,000. The cost for the corrective action plan and coordination with EGLE, GLWA and DWSD is anticipated to be \$1,250,000. Evergreen-Farmington Sanitary Drain anticipates purchasing the capacity in the last part of 2021 or early 2022.

Project Name: 8 Mile Road Outlet Conveyance

Owner: Evergreen Farmington Sanitary Drain

Location: 8 Mile Pump Station and along 8 Mile Road in Southfield, Michigan

Engineer of Record: Fishbeck

Engineer’s Estimate of Construction Cost: \$18,610,000

Total Estimated Project Cost: \$32,060,000

Tentative Bid Date: Spring of 2022

The project to allow more flow to be conveyed involves modifications to the 8 Mile Pump Station and existing discharge piping by slip lining approximately 3,800 feet of the downstream 60-inch I.D. South Evergreen Interceptor to a 54-inch diameter sewer. In addition, modifications will be made to the pump station pumping capacity to help control the water levels upstream of the 8 Mile Pump Station. A new tributary collector sewer will be constructed to capture and convey flows from areas disconnected from the newly lined section of the South Evergreen Interceptor. In addition, the 8 Mile Drain at the Evergreen Emergency SSO Chamber will be modified.

Project Name: Lathrup Village Sanitary Retention Tank Improvements

Owner: Lathrup Village

Location: 19600 Sunnybrook Avenue, Lathrup Village, Michigan

Engineer of Record: Hubbell, Roth & Clark, Inc.

Engineer's Estimate of Construction Cost: \$520,000

Total Estimated Project Cost: \$1,030,000

Tentative Bid Date: Spring of 2022

The project involves improvements and modifications to the Lathrup Sanitary Retention Basin. The major work items include electrical and mechanical improvements to the SRT heating, influent pumping and dewatering systems; structural restoration to the roof and walls; upgraded instrumentation and controls; SCADA improvements; piping and valve system changes; and revised operational controls. The improvements will allow Lathrup Village to discharge its town outlet capacity during wet weather when the Evergreen Interceptor levels are elevated. A cost sharing agreement for the design and construction will be utilized on this project between Lathrup Village and the Evergreen Farmington Sanitary Drain.

Project Name: Evergreen Road Conveyance Project – Walnut Lake Pump Station #1 Corrective Action Plan

Owner: Evergreen-Farmington Sanitary Drain

Location: Evergreen Road 8 Mile to 14 Mile

Engineer of Record: Applied Science, Inc.

Engineer's Estimate of Construction Cost: \$2,900,000

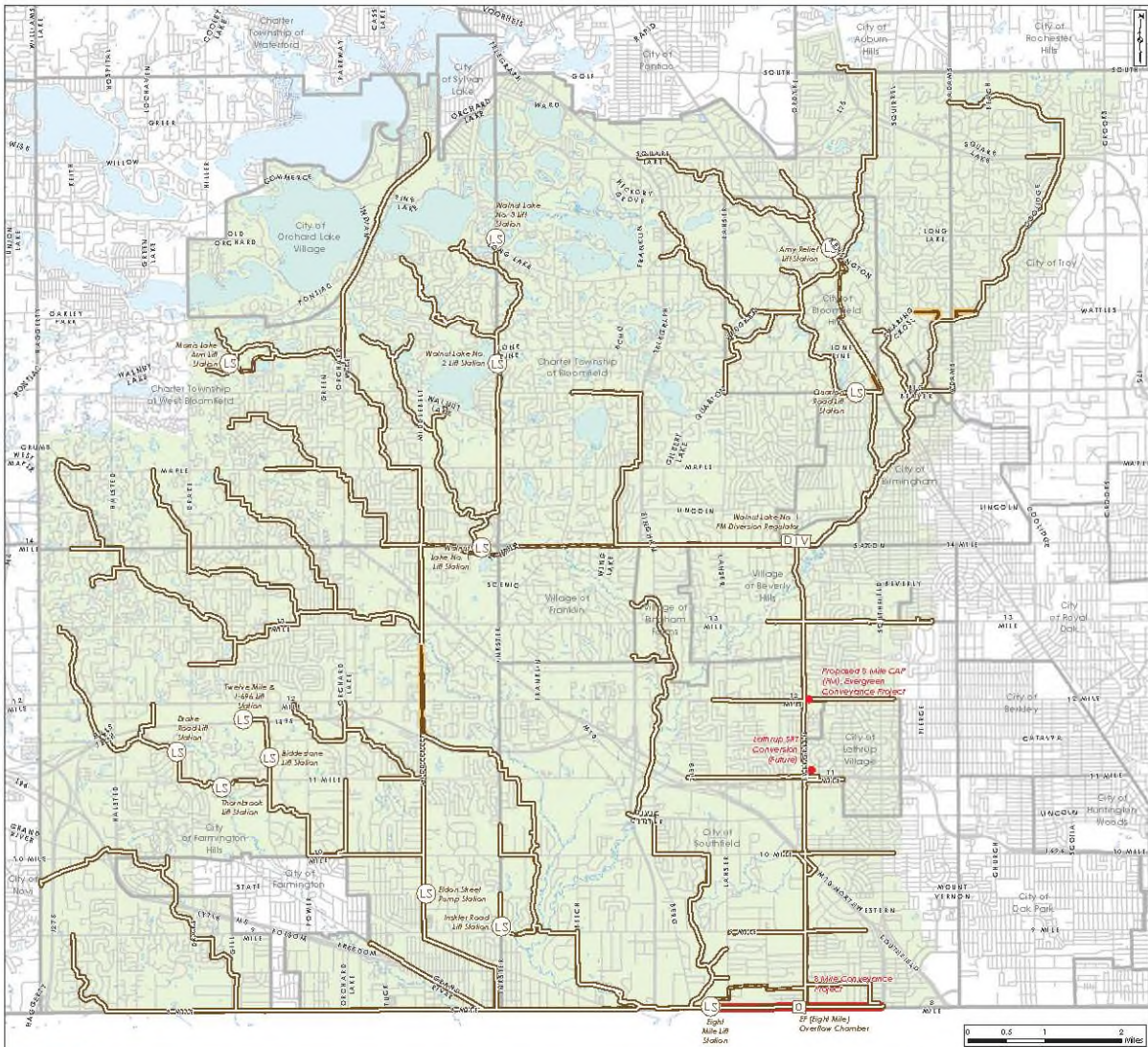
Total Estimated Project Cost: \$5,480,000

Tentative Bid Date: January-February 2022

The project will increase Evergreen Interceptor operating levels and coordinated operations of facilities in the EFSDS and customer communities to avoid SSOs through certain modifications to Walnut Lake Pump Station #1 for continued operations during wet weather. This may include grade separation stations, sealed manholes, and other system improvements.

Below is a chart of the estimated cost for the respective Public Corporation.

Public Corporation	Peak Share			Total Estimated Cost
Auburn Hills	0.460%			334,420
Bingham Farms	0.690%			501,630
Bloomfield Hills	1.440%			1,046,880
Beverly Hills	5.750%			4,180,250
Birmingham	0.110%			79,970
Bloomfield Twp	9.540%			6,935,580
Farmington	0.340%			247,180
Farmington Hills	28.290%			20,566,830
Franklin	0.210%			152,670
Keego Harbor	0.320%			232,640
Lathrup Village	3.060%			2,224,620
Orchard Lake Village	0.370%			268,990
Southfield	38.170%			27,749,590
Troy	3.150%			2,290,050
West Bloomfield Twp	8.100%			5,888,700
Total	100.000%			72,700,000



DISCLAIMER:
 The information displayed on this map is compiled from various official records, plans, and maps, which are not always current. Although the information is provided to the best of our knowledge, the information is not intended to constitute a professional engineering or architectural service. For more information, please contact the Water Resources Commissioner at 248-246-1000.

Evergreen-Farmington Route and Course

- Overflow Chamber
- Division Regulator
- JIF Station
- EDEC Clove Inverse orer
- EDEC Invert Storage
- EDEC Non-Clove Inverse orer
- EDEC Ditch

Date: 4/7/2020

Form: J:\Data\MapServer\MapInfo\MapInfo\Special Projects\113055\0406\Routes\Route_010_Course.mxd

EXHIBIT 7

FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%

July 8, 2021

To: The Officials and Representatives of the 15 Municipalities Served
by the Evergreen-Farmington Sanitary Drain

Re: Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement

The Evergreen-Farmington Sanitary Drain is under an Administrative Consent Order, issued by the Michigan Department of the Environment, Great Lakes, and Energy (EGLE). The Evergreen-Farmington Sanitary Drain serves 15 Oakland County municipalities. On behalf of these communities, as the Oakland County Water Resources Commissioner, I submitted a Corrective Action Plan to EGLE on April 1, 2020. The Administrative Consent Order requires execution of this plan by November 1, 2022. The plan includes purchasing additional outlet capacity from the Great Lakes Water Authority (GLWA) and the construction of projects along 8 Mile and Evergreen Roads. This allows peak wet weather flow from the apportioned communities to reach the outlet that discharges to GLWA.

In order to facilitate the Corrective Action Plan projects, two communities petitioned the County to form the Evergreen-Farmington Sanitary Drain under Chapter 20 of the drain code. As part of the transition to a drain a new service agreement between the customer communities and the Evergreen-Farmington Sanitary Drain, often called a 471 Agreement named after section 471 of the Drain code, is needed. The Evergreen-Farmington Sanitary Drain 471 agreement:

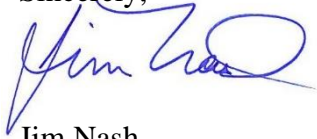
- Provides the system authority for establishing regional operations
- Replaces the 1989 intermunicipal agreement, effectively extending the contract beyond the bond period (the current agreement expires in 2029)
- Requires approval of all communities served by the Evergreen-Farmington Sanitary Drain
- Establishes new community capacities
- Includes apportionment assessments
- Includes the preliminary improvement plan and cost estimates
- Describes rate methodology approach (current methodology is not anticipated to change)

My office has worked on the agreement with the Evergreen-Farmington Sanitary Drain communities over the past several months. The last outreach meeting was held on June 28, 2021. No additional customer comments were received. Therefore, the provided agreement is amenable to all parties. Approval of the 471 Agreement moves the Evergreen-Farmington Sanitary Drain one step closer to the goal of getting out of the Administrative Consent Order by reducing the frequency and volume of sanitary sewer overflows. The Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement will be on the drain board meeting agenda for approval on July 27, 2021.

In order to maintain the Corrective Action Plan project schedule, I am seeking your approval and signature on the attached Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement by August 20, 2021. If you have questions or need support to obtain approval, my team and I are here to assist you. We welcome the opportunity to attend a board or council meeting to discuss. If you need assistance in seeking approval, please contact Carrie Ricker Cox, P.E., at coxco@oakgov.com or 248-470-1314.

Thank you for helping us move this project forward and partnering with my office to work towards eliminating both the Evergreen-Farmington Sanitary Drain and customer community Administrative Consent Orders to reduce the frequency and volume of sanitary sewer overflows.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Nash", with a stylized flourish at the end.

Jim Nash

EVERGREEN-FARMINGTON SANITARY DRAIN DRAINAGE DISTRICT
CHAPTER 20 SECTION 471 AGREEMENT

This Agreement, dated the ____ day of _____, 2021, by and among the Drainage Board for the Evergreen Farmington Sanitary Drain Drainage District (the “Drainage Board”), the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield (each, a “Public Corporation” and collectively, the “Public Corporations”). The Drainage Board and the Public Corporations are sometimes referred to each as a “Party” and collectively as the “Parties.”

WHEREAS, by Resolution No. 7674, adopted September 2, 1976, and pursuant to the provisions of Act No. 342 of the Public Acts of Michigan of 1939, as amended (“Act 342”), the County of Oakland (the “County”) established the Evergreen-Farmington Sewage Disposal System (the “EFSDS” or the “System”) and designated and appointed the Oakland County Drain Commissioner, now the Oakland County Water Resources Commissioner, as the “county agency” for the System pursuant to Act 342 (the “County Agency”), with all the powers and duties with respect to the acquisition, construction and financing of facilities for the System as are provided by law especially Act 342; and

WHEREAS, Section 3 of Act 342 authorizes the County Agency to make and execute proposed alterations, changes, and extensions of the improvements, facilities, or services authorized herein; to locate, acquire, purchase, construct, alter, repair, maintain, and operate the improvements, facilities, and services authorized herein and enter into and execute contracts therefor; and

WHEREAS, the County Agency and the Public Corporations serviced by the EFSDS entered into the Evergreen and Farmington Sewage Disposal Systems Intermunicipal Contract Concerning Wastewater Treatment and Pollution Control Projects, dated September 30, 1989 (the “342 Agreement”); and

WHEREAS, certain of the Public Corporations petitioned for the location, establishment and construction of an intra-county drain project consisting of the sewage disposal system previously known as the EFSDS and all improvements necessary or prudent to bring the EFSDS into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019 (the “ACO”); and

WHEREAS, the Drainage Board named said drain project the Evergreen-Farmington Sanitary Drain (the “Drain”, and the improvements to be undertaken to comply with the ACO also referred to herein as the “Project”) and named the drainage district composed of the Public Corporations the Evergreen-Farmington Sanitary Drain Drainage District (the “Drainage District”) composed of the Public Corporations to be assessed for the Drain, pursuant to Chapter 20 of the Michigan Drain Code, Act No. 40 of the Public Acts of Michigan of 1956, as amended (the “Drain Code”) and issued its Final Order of Determination as executed by the Chairperson of the Drainage Board on November 17, 2020 (the “Final Order of Determination”); and

WHEREAS, as provided in the petitions, the issuance of bonds to finance the Project is contingent upon the Public Corporations and the Drainage District entering into an agreement as provided by law setting forth the services and operations of the Drainage District and to provide for methods of addressing and apportioning future improvements to the Drainage District; and

WHEREAS, Section 471 of the Drain Code authorizes the Drainage Board to contract with any public corporation including any agency thereof, including the Public Corporations and the County Agency; and

WHEREAS, the Drainage Board and the Public Corporations acknowledge that the underlying purpose of this Agreement, entered into pursuant to the authority provided in Section 471 of the Drain Code, is to fully satisfy the terms of the petitions and allow for the issuance of bonds to finance the Project; supersede and replace the Act 342 Agreement; provide for the operations, maintenance, and administration of the Project and the Drainage District by the Drainage Board; acknowledge responsibilities with respect to outstanding debt obligations issued to finance EFSDS improvements; and promote communication by and among the Drainage Board and the Public Corporations; and

WHEREAS, it is understood and agreed that the entire cost of the Project and the entire cost for the operations, maintenance, and administration of the Drainage District is to be assessed against the Public Corporations pursuant to Chapter 20 of the Drain Code.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

AGREEMENT

1. **Evergreen-Farmington Sanitary Drain Drainage District.** The Parties acknowledge the legal establishment of the Drain and the Drainage District pursuant to the Final Order of Determination and in accordance with applicable law including, but not limited to Chapter 20 of the Drain Code. The Parties acknowledge that the Project is to provide improvements necessary or prudent to bring the EFSDS, now the Drainage District, into compliance with the ACO.

2. **Town Outlet Capacity.** The Parties acknowledge that each Public Corporation's respective ability to discharge to the Drain is limited to that provided in the Town Outlet Capacities attached as **Exhibit 1 (Town Outlet Capacities)**. The Town Outlet Capacities provided herein will not be available until after the full completion of the project described in this Agreement. After a Public Corporation reaches its Town Outlet Capacity, that Public Corporation shall have the right to contract for any additional needed capacity outside of the Drain, but it shall retain its obligation to deliver its Town Outlet Capacity to the Drain. The Drainage District agrees that each Public Corporation shall retain the right to deliver wastewater in the amount as set forth for its respective Town Outlet Capacity, to the Drain subject to the terms and conditions of this Agreement, including any extension thereof, so long as each Public Corporation shall continue to pay the amount specified herein for its respective assessment of the cost of the Project, the operation, maintenance and improvement, and administration of the Drainage District, and any additional facilities of the Drainage District as provided herein. No Public Corporation shall have the right unilaterally to terminate or reduce such payments, but if any such Public Corporation

shall breach such obligation, the Drainage District shall be authorized to terminate or reduce such delivery rights or to transfer such delivery rights to other public corporations, whether a party hereto or not. The discharge of wastewater into the Drain from any Public Corporation whether a Party or not, shall not exceed the Town Outlet Capacity of such public corporation. Responsibility and authority will be vested with the Drainage District to oversee and regulate the discharge of wastewater from each Public Corporation and take appropriate actions to protect the rights of the Drainage District to promote each Public Corporations to discharge up to but not in excess of its respective Town Outlet Capacity. The Drainage District acknowledges that exceedances may occur from time to time. If a Public Corporation exceeds their respective Town Outlet Capacity, all Public Corporations tributary to that location will meet with the Drainage District to discuss the reasons for non-compliance. Public Corporations found by the Drainage District to be in exceedance of their respective Town Outlet Capacity can be required by the Drainage District to develop and implement a written corrective action plan acceptable to the Drainage District within 90 days of the Drainage District's finding or as otherwise agreed. A written corrective action plan shall be consistent with the Evergreen-Farmington Sanitary Drain Cohesive Operating Protocol or successor protocol, plan, or document. In the event it becomes necessary or prudent to install meters to monitor the flow of wastewater into the Drain, the costs for installation and operation of such meters shall be borne by all Public Corporations as a general system cost and shall be assessed or otherwise be obligated to be paid in accordance with Chapter 20 of the Drain Code.

3. **EFSDS Transfer And Legal Title.** The Parties acknowledge that the EFSDS is hereby transferred to and established as the Drain in accordance with law and the ACO notice provisions. The Drainage Board shall be responsible for the operations, maintenance, and administration of the Drainage District in accordance with Chapter 20 of the Drain Code.

4. **EFSDS Outstanding Debt Obligations.** The Parties acknowledge that there are outstanding debt obligations issued by the County for improvements to the EFSDS, attached as **Exhibit 2 (Index of Outstanding EFSDS Bonds)**. The Parties hereby covenant and agree that, so long as any such bonds or other debt obligations remain outstanding and unpaid, the provisions of this Agreement shall not impair the security for the bonds or other obligations or the prompt payment of principal or interest thereon. The Public Corporations, the Drainage Board, and the County Agency further covenant and agree that they will comply with their respective duties and obligations under the terms of this Agreement promptly, and will not suffer to be done any act which would in any way impair bonds or other debt obligations, the security therefor, or the prompt payment of interest thereon. The Parties acknowledge that such outstanding debt obligations will continue to be serviced in the manner that they are currently being serviced, and that the County Agency shall continue to pay the County of Oakland the amounts necessary to meet all such bond payments, debt service, and obligations until and unless otherwise agreed between the Drainage District and the County. The Parties further acknowledge that with respect to any debt issued pursuant to Act 342, the Oakland County Water Resources Commissioner will continue in the capacity as County Agency, as designated and appointed by the County for the EFSDS for carrying out the purposes of and exercising the powers and duties vested in any contract entered into by and among the County and any of the Public Corporations pursuant to Act 342 (any such contract referred to herein as an "Act 342 Contract"). Any Party that is party to an Act 342 Contract ratifies and confirms its obligations under any such Act 342 Contract and agrees to continue to carry out its obligations under such Act 342 Contract, including the payment of amounts required to be paid by any Public Corporation to the County Agency for the payment of debt service and any County

Agency administrative expenses, as provided in the Act 342 Contract. To the extent there is any inconsistency between an Act 342 Contract and this Agreement, the terms of the Act 342 Contract will prevail.

5. **Drainage District Operations.** The Drainage District shall operate in accordance with accepted public utility operational procedures. The Drainage District shall not be liable to any Public Corporation, or any individual user therein, for any interruption in service. The Public Corporations agree to comply with their respective administrative consent orders. A list of the Public Corporation's Administrative Consent Orders is provided in **Exhibit 3 (Public Corporation Administrative Consent Orders)**.

6. **Public Corporation Consent To Location of Drainage District.** The Public Corporations, by way of compliance with Section 29, Article VII, Michigan Constitution of 1963, consent and agree to the establishment and location of the Drain and of other extension, improvement or enlargement thereof, within their corporate boundaries and to the use by the Drainage District of their streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Drain and any improvement, enlargement or extension thereof. The Public Corporations further agree that in order to evidence and effectuate the foregoing agreement and consent, they will execute and deliver to the Drainage District such grants of easement, right-of-way, permit or consent as may be requested by the Drainage District. Each Public Corporation agrees to transmit to the Drainage District wastewater collected within its respective boundary or otherwise provided by contract up to its Town Outlet Capacity, at reception points designated by the Drainage District, and the Drainage District agrees that the Drainage District shall accept and dispose of such wastewater for treatment.

7. **Public Corporation Wastewater.** Each Public Corporation shall be responsible at its own expense to properly operate and maintain its respective sewer system to collect and deliver wastewater flow to the Drain. The Drainage District shall have no responsibility for the Public Corporations' sewer systems. The Public Corporations shall be responsible for the character of their respective wastewater flows and shall comply with standards, rules, and regulations controlling the transportation and discharge of wastewater to the Drain. Each Public Corporation by the adoption of appropriate ordinances or rules or regulations shall enforce all legal requirements and Drainage District requirements including those relating to industrial pretreatment. Each Public Corporation shall not deliver wastewater to the Drain in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements.

8. **Service Area.** The service area of the Drain is depicted in **Exhibit 4 (Service Area Map)** which service area consists of the EFSDS interceptor system as configured as of the date of establishment of the Drain and Drainage District by execution of the Final Order of Determination, and includes areas served pursuant to existing service agreements of certain Public Corporations with other municipalities outside of the Drainage District as listed in **Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities)**. The Parties understand that the Drainage District is currently subject to the contract between the EFSDS (and as anticipated to be transferred and assigned to the Drainage District) and the Detroit Water And Sewerage Department (as has been assigned to the Great Lakes Water Authority). The Parties also understand that the Drainage District is currently negotiating a new contract with the Great Lakes

Water Authority. No Public Corporation that is a party to this contract shall divert flow that is presently tributary to the Drain to another sewage treatment plant or facility or construct or permit the construction of any new sewage treatment plant or facility within the Drainage District without the approval of the Drainage Board.

9. **Assessments of Public Corporations For the Payment Of Project Costs.** The Parties acknowledge and approve the Project and the preliminary plans and cost estimates for the Project attached as **Exhibit 6 (Project Preliminary Plans And Cost Estimates)**. The Project is limited to those improvements described in the petitions of the Charter Township of West Bloomfield dated July 13, 2020 and the City of Southfield dated July 20, 2020 and the Final Order of Determination of the Drainage Board dated November 17, 2020. The Public Corporations acknowledge and agree to pay the Drainage District for all Project costs, including the acquisition, construction, and financing of the Project in accordance with the approved Final Order of Apportionment, executed by the Chairperson of the Drainage Board on June 22, 2021, establishing the assessment percentages as described in **Exhibit 7 (Final Order of Apportionment Assessment Percentages)**. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for acquisition and construction of the Project, the approval of the work and materials therefor, and construction supervision, shall be under the exclusive control of the Drainage Board. The Drainage Board shall maintain appropriate insurance coverage for the Project. The insurance premiums for policies secured by the Drainage Board for the Project shall become a Project cost. In the event the amount of any judgment, arbitration award or settlement, including litigation costs, are payable by the Drainage Board, such amount shall be a Project cost. It is specifically recognized by all Public Corporations that the Drainage Board may issue bonds on behalf of the Drainage District in anticipation of the collection of assessments or other payments required to be made by the Public Corporations under the provisions of Chapter 20 of the Drain Code and as described in this Agreement, and the Public Corporations covenant and agree that they will make all required payments to the Drainage Board promptly and at the times specified herein.

10. **Assessments and Charges to Public Corporations For The Payment Of Drainage District Operations, Maintenance, and Administration Costs.** The Public Corporations shall pay the Drainage Board for the operation, maintenance, and administration of the Drain and related wastewater services at such amounts as the Drainage Board may establish from time to time based on the aggregate quantity of wastewater on a multi-year rolling average method entering the Drain attributable from the Public Corporations or any other method as determined by the Drainage Board, based on the benefits that accrue to each Public Corporation and the extent to which each Public Corporation contributes to the conditions that make the Drainage District necessary. At least annually, representatives of the Drainage Board shall offer to meet with the Public Corporations and discuss the method of assessment of operation, maintenance, and administration of the Drain. The Parties acknowledge that amounts charged by the Drainage Board to each Public Corporation will include all applicable costs and expenses associated with financing, administration, operation and maintenance, sewage disposal charges or other applicable expenses as determined by the Drainage Board, and will include an allocable share of debt service owed on outstanding bonds and other obligations issued by the County for improvements to the EFSDS. In the event that the Drainage District is billed directly by the Great Lakes Water Authority for charges associated with high strength and industrial wastewater flows, such charges may be invoiced directly to the responsible Public Corporation(s) as determined by

the Drainage Board. Each of the Public Corporations reserves the right to establish the manner in which it assesses and charge properties within the Public Corporation benefiting especially from the Drain or otherwise provide for the amounts needed to pay for the Drainage District assessments, in accordance with the Drain Code and other applicable law. Operation, maintenance, and administrative expenses shall include, but not be limited to, such amounts as in the judgment of the Drainage Board to pay for any losses or legal expenses arising from the operation, maintenance and improvement, and administration of the Drain and the repair and replacement of the Drainage District's administrative facilities, equipment, accessories, or appurtenances as may be reasonably necessary or prudent. If the character of wastewater transmitted from any Public Corporation is in violation of applicable standards, rules, and regulations, causes physical damage to the Drain, or contributes to an event of noncompliance to the Drainage District's permit or other regulatory requirements, the Drainage Board may apply an additional assessment to the respective Public Corporation and, if necessary or prudent, the Drainage Board shall have the right for the protection of the Drainage System and the public health or safety, to deny discharge of wastewater to the Drainage District.

11. **Administration, Auditing, Financial Services, and Other Overhead Expenses.** The Drainage Board is authorized, but not required, to use the Oakland County Water Resources Commissioner, the County of Oakland, or third party personnel, equipment, or services for the operations, maintenance, or administration of the Drain. The Public Corporations agree that the costs of contract, administration, auditing, financial services, and other overhead expenses are part of the Drain costs whether provided by County personnel or third parties. This includes allocable share of reasonable personnel cost, salary, and fringe benefits as determined by the Drainage Board.

12. **Billing.** The assessments and charges as herein provided shall be billed on either a monthly or quarterly basis by the Drainage Board to the Public Corporations. It is understood and agreed, that the payment of charges for services as provided herein for each Public Corporation shall be the general obligation of such Public Corporation, and the Drainage Board shall have the right to utilize any method permitted by law for the collection of such charges due to the Drainage Board under this contract.

13. **Nonassignment.** A Public Corporation shall not assign any claim, right, or privilege it may have under this Agreement or under law from or against the Drainage District to any other Public Corporation, person, or entity whatsoever without the prior written approval of the Drainage Board.

14. **Drainage District Rules And Regulations.** The Drainage Board may establish general rules and regulations for the Drainage District consistent with applicable law, rules, and regulations controlling the quantity and quality of the discharge of the users to the Drain. Nothing herein shall prohibit the Drainage Board from establishing rules and regulations more stringent than those required by applicable law, rules, and regulations, if, in the judgment of the Drainage Board stricter rules and regulations are necessary or prudent to protect the integrity of the Drainage District. Further, each Public Corporation agrees to enforce such rules and regulations as the Drainage Board adopts from time to time.

15. **No Territorial Change of Public Corporation.** No change in the jurisdiction over territory in any Public Corporation shall in any manner impair the obligations of this Agreement, supplement or amendment. In the event all or any part of the territory of a Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another Public Corporation or another public corporation, the Public Corporation or public corporation into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and rights in the Drainage District of the Public Corporation from which territory is taken and such a Public Corporation shall become a Public Corporation in this Agreement, based upon a division determined by the Drainage Board in its sole discretion.

16. **Term.** This Agreement shall remain in full force and effect for an initial term of thirty (30) years from the Effective Date as provided in Section 26, and shall be automatically extended for an addition ten (10) year term beyond the initial term and thereafter automatically extended for ten (10) year intervals unless terminated by the Parties as provided herein; provided that, in no event shall this Agreement be terminated if any bonds, notes or other debt of the Drainage District remain outstanding. It is understood that this Agreement shall automatically and without further action of the Parties, be extended to such date beyond the initial term and any extension thereto to coincide with the date on which all of the principal of and interest on any such bonds, notes or other debt have been fully paid. Expiration or termination of this Agreement shall not impact in any way the Parties rights, duties and obligations and the Drainage Board's rights and obligations to the continued operation, maintenance and improvement, and administration of the Drain under Chapter 20 of the Drain Code.

17. **Termination.** Following the initial term or the full payment of the principal of, and interest on, any and all bonds, notes or other debt of the Drainage District, whichever is later, this Agreement may be terminated by any Party upon a minimum of 365 calendar days written notice to each of the other Parties to this Agreement. The written notice shall state the effective date of the termination.

18. **Governing Law.** This Agreement is made and entered into in the state of Michigan and shall be interpreted, enforced, and governed under the laws of the state of Michigan. The language of this Agreement is intended to be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

19. **Lawsuits or Claims.** The Parties agree that the costs and expenses of any lawsuits, disputes, or claims of any kind arising directly or indirectly out of this Agreement to the extent such costs and expenses are chargeable against the Drainage District shall be deemed to constitute part of the cost of the Drain and shall be paid by the Public Corporations in the same manner as other costs of the Drain.

20. **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

21. **Government Function.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege power,

obligation, duty, or immunity of the Parties. The obligations in this Agreement are in the exercise or discharge of a governmental function.

22. **Notices.** Notice of a legal nature shall be sent by certified first class mail, return receipt requested or by personal delivery as follows:

Drainage District:

Oakland County Water Resources Commissioner
One Public Works Drive, Building 95-West
Waterford, Michigan 48328

Public Corporation:

Authorized representative for such Public Corporation

All Notices shall be considered delivered to a Party on the date of receipt as represented by the return receipt or by proof of personal service. Any Notice given must be signed by an authorized representative.

23. **Entire Agreement, Amendment, Counterparts, and Enforceability.** This Agreement sets forth the entire understanding of the Parties concerning its subject matter and specifically supersedes and replaces the Act 342 Agreement. The terms and conditions are contractual and not mere recital. This Agreement may be amended by a writing executed by all Parties with persons with legal authority to bind the respective Party. This Agreement may be executed in several counterparts, each of which shall be considered an original, but all of which shall constitute one and the same instrument. The recital and whereas provisions of this Agreement are considered an integral part of this Agreement. If any provision of this Agreement is judicially determined to be invalid or unenforceable, the remainder of this Agreement (other than those found to be invalid or unenforceable) is not affected and is enforceable, provided that the invalid or unenforceable provision does not substantially alter the Agreement or make execution impractical.

24. **Public Purpose.** The Drainage Board and the Public Corporations enter this Agreement to serve the public health and welfare of the people of the state of Michigan, especially in the Drainage District.

25. **Successor and Assigns.** This Agreement is binding on, and for the benefit of, the Parties and their respective their successors and assigns, subject to the provisions of this Agreement precluding assignment.

26. **Existing Rights.** Nothing in this Agreement shall impact the existing rights or obligations of any Party.

27. **Effective Date.** This Agreement shall become effective as of the date first written above.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the date and year first above written.

**EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT**

By: _____

Its: _____

COUNTY OF OAKLAND

By: _____

Its: County Agency, pursuant to Act No. 342 of the
Public Acts of Michigan, 1939, as amended

CITY OF AUBURN HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

And: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

And: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

And: _____

Its: _____

CITY OF KEEGO HARBOR

By: _____

Its: _____

And: _____

Its: _____

CITY OF LATHRUP VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF SOUTHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF TROY

By: _____

Its: _____

And: _____

Its: _____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By: _____

Its: _____

And: _____

Its: _____

INDEX OF EXHIBITS

1. Exhibit 1 (Town Outlet Capacities). Para 2.
2. Exhibit 2 (Index of Outstanding EFSDS Bonds). Para 4.
3. Exhibit 3 (Public Corporation Administrative Consent Orders). Para 5
4. Exhibit 4 (Service Area Map). Para 8.
5. Exhibit 5 (Index of Public Corporation Agreements to Accept Wastewater From Other Municipalities). Para 8.
6. Exhibit 6 (Project Preliminary Plans And Cost Estimates). Para 9.
7. Exhibit 7 (Final Order of Apportionment Assessment Percentages). Para 9.

EXHIBIT 1

TOWN OUTLET CAPACITIES

**Exhibit 1
Evergreen-Farmington Sanitary Drain
Town Outlet Capacities**

Meter	Most Downstream Public Corporation	Town Outlet Capacity* (cfs)	Tributary Public Corporations																		
			AHC	BFV	BHC	BHV	BIC	BLT	FAC	FHC	FRV	KHC	LVC	OLC	SOC	TRC	WBT	AP	BV	Birm	EFSD
3460	AHC	2.72	✓																		
3707	BFV	2.63		✓																	
3390	BHC	15.19	✓		✓																
3510	BHC	0.29			✓																
3240	BHV	54.08	✓	✓	✓	✓	✓							✓	✓	✓	✓	✓	✓	✓	✓
3230	BHV	2.26			✓																
3340	BLI	6.67		✓			✓		✓							✓					✓
3320	BLT	26.34	✓		✓		✓								✓						✓
3500	BLT	11.48			✓										✓						✓
3530	BLT	0.17					✓														✓
3450	BLT	0.18					✓														✓
3440	BLT	4.19	✓		✓		✓														✓
3430	BLT	2.30			✓		✓														✓
3420	BLT	1.91					✓														✓
3640	BLT	2.89			✓											✓					✓
3630	BLT	0.91			✓		✓														✓
3610	BLT	0.33			✓		✓														✓
3470	BLT	0.49					✓														✓
4840	BLT	6.88					✓									✓					✓
4810	BLT	8.67					✓									✓					✓
4920	FAC	7.30						✓	✓												✓
4930	FHC	2.23							✓												✓
4940	FHC	4.09							✓												✓
4000	FHC	76.16					✓	✓	✓		✓		✓			✓					✓
3910	FHC	8.07					✓	✓	✓		✓		✓			✓					✓
4050	FHC	32.00					✓	✓	✓		✓		✓			✓					✓
4500	FHC	23.97						✓	✓							✓					✓
3753	FRV	0.51								✓											✓
3763	FRV	0.15								✓											✓
4130	KHC	3.48									✓		✓			✓					✓
3100	LVC	2.66										✓									✓
3130	LVC	6.05										✓									✓
4110	OLC	0.49											✓			✓					✓
4121	OLC	4.93											✓			✓					✓
4125	OLC	0.51											✓			✓					✓
3003	SOC	195.51	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3260	SOC	2.34																			✓
3700	SOC	18.26		✓						✓				✓							✓
3800	SOC	9.88						✓	✓		✓		✓	✓		✓					✓
3900	SOC	9.69						✓	✓		✓		✓	✓		✓					✓
3520	TRC	7.86						✓							✓						✓
3540	TRC	1.02						✓							✓						✓
4541	WBT	3.07							✓							✓					✓
4560	WBT	2.08														✓					✓
4580	WBT	2.82														✓					✓
4600	WBT	4.33														✓					✓
4140	WBT	1.55														✓					✓
4100	WBT	13.19									✓		✓			✓					✓
4801	WBT	2.98						✓								✓					✓
4820	WBT	0.74						✓								✓					✓
4850	WBT	2.96														✓					✓
4860	WBT	1.00														✓					✓
4870	WBT	0.82						✓								✓					✓
4804+4806	WBT	12.63						✓	✓							✓					✓

Each Public Corporation's Town Outlet Capacity is limited to the particular flow from the respective meter, irrespective of whether the flow rates listed were derived from flow generated from multiple Public Corporations including tributary portion(s) of each Public Corporation. Corrective action by a Public Corporation may be required by the Drainage District because of flow generated from a tributary Public Corporation contributing to a flow rate that is greater than a Town Outlet Capacity.

* As measured on a rolling hourly average as defined as the average of uniform time step data across any 60 minute period where each 60 minute average shifts one time step.

EXHIBIT 2

INDEX OF OUTSTANDING EFSDS BONDS

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen-Farmington Sewage Disposal System 8 Mile Road Pumping Station Bonds, Series 2012	\$2,415,000	4/10/2012	10/1/2013-2032
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds, Series 2014	\$36,855,000	9/17/2014	10/1/2017-2036
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2015	\$3,700,000	10/13/2015	10/1/2016-2027, 2029, 2031, 2033, 2035
Evergreen and Farmington Sewage Disposal Systems North Evergreen Interceptor Bonds, Series 2017	\$4,805,000	5/31/2017	3/1/2018-2037
Evergreen and Farmington Sewage Disposal Systems Middlebelt Transport and Storage Tunnel Bonds. Series 2017	\$995,000	9/28/2017	Mandatory redemption 9/1/2018-2027
Evergreen-Farmington Sewage Disposal System Refunding Bonds. Series 2018	\$3,065,000	2/28/2018	4/1/2019-2031

<u>Name of Bonds</u>	<u>Original Principal Amount</u>	<u>Issue Date</u>	<u>Maturity Dates</u>
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2018A	\$8,300,000	9/20/2018	4/1/2019-2033
Evergreen and Farmington Sewage Disposal System Capital Improvement Bonds. Series 2020A	\$3,910,000	3/26/2020	7/1/21-2029

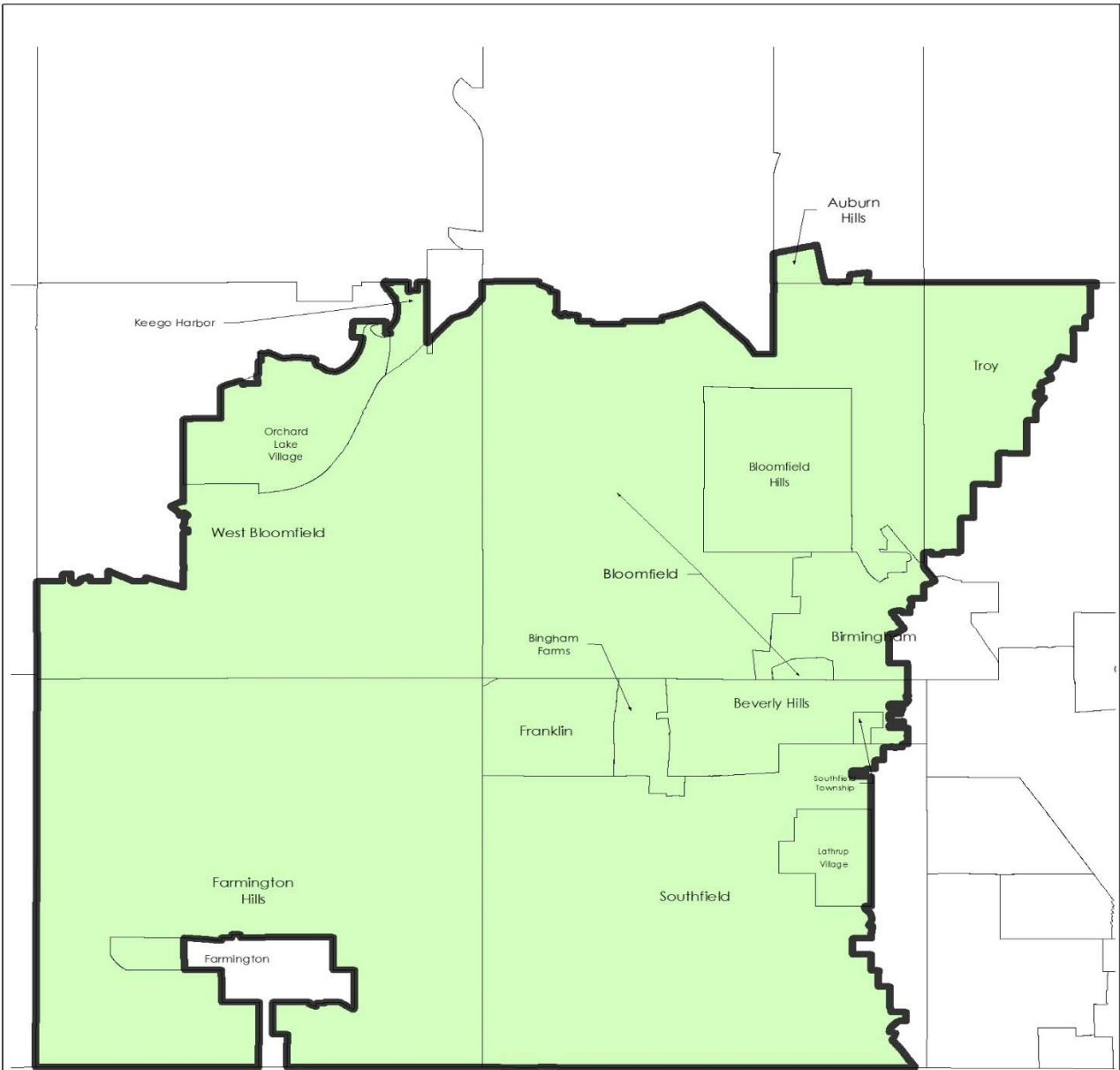
EXHIBIT 3

PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS

Community	ACO #
Beverly Hills	AFO-SW-09-002
Bloomfield Hills	AFO-SW-09-004
Bloomfield Township	AFO-SW-09-003
Farmington	ACO-SW-05-005
Farmington Hills	ACO-SW-05-006
Lathrup Village	AFO-SW-09-007
Troy	AFO-SW-09-006
West Bloomfield Township	AFO-SW-09-005

EXHIBIT 4

SERVICE AREA MAP



**EXHIBIT B
EVERGREEN-FARMINGTON
AREA TO BE SERVED**

Legend

- Municipal District
- Evergreen Farmington Sanitary Drain



Not To Scale



Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.

Revised Date: 5/2021
Client: Michigan Land Util. Div. (CLUD) \GIS\MapServer\Project\EFSD\Area_SanitaryDrain_5_6_SanitaryDrain

EXHIBIT 5

**INDEX OF PUBLIC CORPORATION AGREEMENTS TO ACCEPT
WASTEWATER FROM OTHER MUNICIPALITIES**

1. That certain Letter Agreement between the Township of West Bloomfield and the City of Sylvan Lake dated circa December 24, 1963 and countersigned on January 8, 1964 respecting the Sylvan Manor Arm.

EXHIBIT 6

PROJECT PRELIMINARY PLANS AND COST ESTIMATES

Overall Project Preliminary Plans and Cost Estimates

Total Estimated Project Cost: \$72,700,000

The Total Estimated Project Cost is \$72,700,000.00. This includes the 4 component projects described below including the following: (1) Great lakes Water Authority (“GLWA”) Capacity Purchase Project; (2) 8 Mile Road Outlet Conveyance Project; (3) Evergreen Road Conveyance, Walnut Lake Pump Station #1 Project; and (4) Lathrup Village Sanitary Retention Tank Improvements. The preliminary plans including the basis of design and other projects documents are on file with the Water Resources Commissioner’s office and have been the subject of monthly meetings of the Corrective Action Plan Steering Committee of the EFSD since 2019 and presented and discussed at the public meetings of the EFSD.

Project Name: GLWA Capacity Purchase

Owner: Evergreen-Farmington Sanitary Drain

Location: Various

Engineer of Record: Applied Science, Inc.,

Estimated Purchase Capacity: \$33,000,000

Total Estimated Project Cost: \$34,130,000

Tentative Purchase Date: December 2021-January 2022

The existing contractual outlet capacity pursuant to the August 29, 1984 Detroit-Oakland Agreement for the Use of Certain Detroit Sewers for the Evergreen – Farmington District is a maximum rate of discharge of 170 cubic feet per second (cfs). The contractual agreement includes provision for increasing the maximum rate of discharge as may be agreed to by the parties. A proposed increase in the EFSD maximum rate of discharge of 57 cfs, for a revised total contractual capacity of 227 cfs is tentatively agreed to among parties. In order to accept this additional flow, GLWA must remove offsetting flow from the system. Two projects are requested for GLWA to meet these EGLE requirements, the DWSD West Warren Sewer Separation Project and the GLWA West Warren Outfall project. The purchase capacity cost is guided by but not tied directly to the anticipated project costs from these two projects. The engineer for the GLWA Purchase Capacity is Applied Science, Inc. The anticipated negotiated purchase capacity is \$33,000,000. The cost for the corrective action plan and coordination with EGLE, GLWA and DWSD is anticipated to be \$1,250,000. Evergreen-Farmington Sanitary Drain anticipates purchasing the capacity in the last part of 2021 or early 2022.

Project Name: 8 Mile Road Outlet Conveyance

Owner: Evergreen Farmington Sanitary Drain

Location: 8 Mile Pump Station and along 8 Mile Road in Southfield, Michigan

Engineer of Record: Fishbeck

Engineer’s Estimate of Construction Cost: \$18,610,000

Total Estimated Project Cost: \$32,060,000

Tentative Bid Date: Spring of 2022

The project to allow more flow to be conveyed involves modifications to the 8 Mile Pump Station and existing discharge piping by slip lining approximately 3,800 feet of the downstream 60-inch I.D. South Evergreen Interceptor to a 54-inch diameter sewer. In addition, modifications will be made to the pump station pumping capacity to help control the water levels upstream of the 8 Mile Pump Station. A new tributary collector sewer will be constructed to capture and convey flows from areas disconnected from the newly lined section of the South Evergreen Interceptor. In addition, the 8 Mile Drain at the Evergreen Emergency SSO Chamber will be modified.

Project Name: Lathrup Village Sanitary Retention Tank Improvements

Owner: Lathrup Village

Location: 19600 Sunnybrook Avenue, Lathrup Village, Michigan

Engineer of Record: Hubbell, Roth & Clark, Inc.

Engineer's Estimate of Construction Cost: \$520,000

Total Estimated Project Cost: \$1,030,000

Tentative Bid Date: Spring of 2022

The project involves improvements and modifications to the Lathrup Sanitary Retention Basin. The major work items include electrical and mechanical improvements to the SRT heating, influent pumping and dewatering systems; structural restoration to the roof and walls; upgraded instrumentation and controls; SCADA improvements; piping and valve system changes; and revised operational controls. The improvements will allow Lathrup Village to discharge its town outlet capacity during wet weather when the Evergreen Interceptor levels are elevated. A cost sharing agreement for the design and construction will be utilized on this project between Lathrup Village and the Evergreen Farmington Sanitary Drain.

Project Name: Evergreen Road Conveyance Project – Walnut Lake Pump Station #1 Corrective Action Plan

Owner: Evergreen-Farmington Sanitary Drain

Location: Evergreen Road 8 Mile to 14 Mile

Engineer of Record: Applied Science, Inc.

Engineer's Estimate of Construction Cost: \$2,900,000

Total Estimated Project Cost: \$5,480,000

Tentative Bid Date: January-February 2022

The project will increase Evergreen Interceptor operating levels and coordinated operations of facilities in the EFSDS and customer communities to avoid SSOs through certain modifications to Walnut Lake Pump Station #1 for continued operations during wet weather. This may include grade separation stations, sealed manholes, and other system improvements.

Below is a chart of the estimated cost for the respective Public Corporation.

Public Corporation	Peak Share			Total Estimated Cost
Auburn Hills	0.460%			334,420
Bingham Farms	0.690%			501,630
Bloomfield Hills	1.440%			1,046,880
Beverly Hills	5.750%			4,180,250
Birmingham	0.110%			79,970
Bloomfield Twp	9.540%			6,935,580
Farmington	0.340%			247,180
Farmington Hills	28.290%			20,566,830
Franklin	0.210%			152,670
Keego Harbor	0.320%			232,640
Lathrup Village	3.060%			2,224,620
Orchard Lake Village	0.370%			268,990
Southfield	38.170%			27,749,590
Troy	3.150%			2,290,050
West Bloomfield Twp	8.100%			5,888,700
Total	100.000%			72,700,000

EXHIBIT 7

FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%

**Farmington City Council
Staff Report**

**Council Meeting
Date:** March 15, 2021

**Item
Number
7E**

Submitted by: Charles Eudy, Superintendent

Agenda Topic: Local Street Crack Sealing Program Construction Estimate No.1

Proposed Motion:

Move to Approve Construction estimate and payment No. 1 to Wolverine Sealcoating for Local Street Crack Sealing Program.

Background: City Administration and Orchard Hiltz McCliment (OHM) has developed a 4-year rotating pavement crack sealing and parking lot sealcoating schedule. This year we have joined with several other communities to solicit RFPs for those services. The City of Wixom has recommended to award the project to Wolverine Sealcoating of Jackson. City Administration has allocated \$50,000 this Fiscal Year and \$50,000 next Fiscal Year for the crack sealing portion of this RFP.

Wolverine Sealcoating began crack sealing local streets in early June. As of June 30 they have applied 23,400 pounds of crack sealer in the amount of \$25,740 with \$1,287 being held as retainage. The amount due to Wolverine Sealcoating is \$24,453. To date, just under 29% of the material has been applied for this 2-year program. Priority area #1 is estimated to be 50% complete. Wolverine Sealcoating will continue crack sealing as weather permits.

When Priority areas 1, 2, & 3 are completed, all local & major streets will have been crack sealed. The unshaded areas were completed under a different contract beginning in 2018.

Materials:

OHM Payment Application No.1
Wolverine Sealcoating Invoice
Farmingtoncrackseal (003)



July 1, 2021

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

Regarding: 2021 Crack Seal Program
OHM Job No. 0111-21-0020

Dear Mr. Eudy:

Enclosed is Payment Application No. 1 for the referenced project. Wolverine Sealcoating has completed the work shown on the attached payment application for the period ending June 30, 2021, and we would recommend payment to the Contractor in the amount of **\$24,453.00**.

Sincerely,
OHM Advisors

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

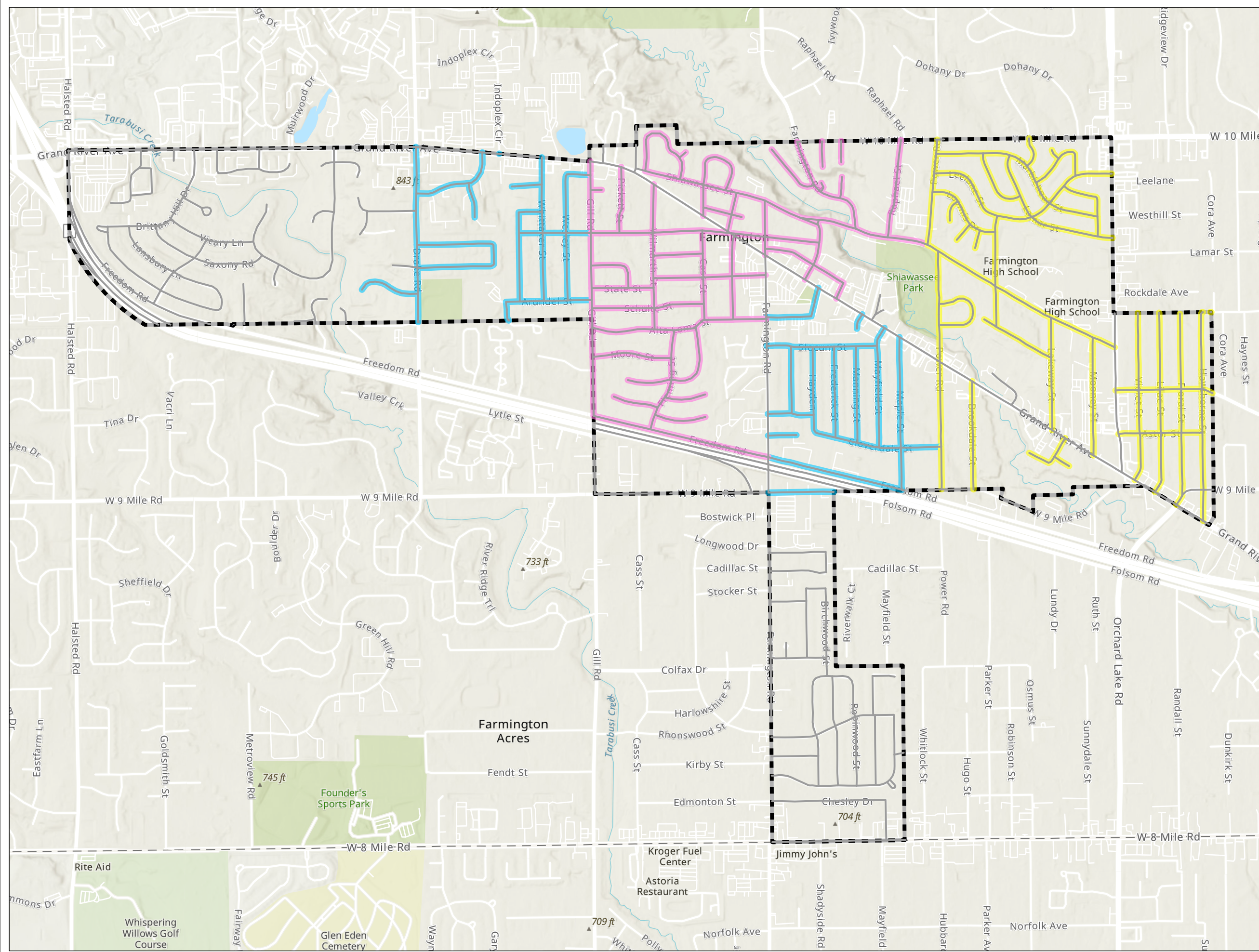
Matt Parks, P.E.

cc: Michael McNutt, OHM (via e-mail)
File

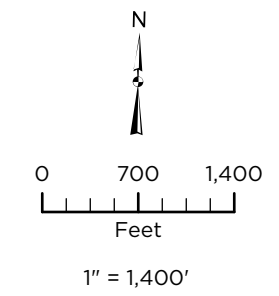
P:\0101_0125\0111210020_Crack_Seal_Program_Construction\Pay App & CO\Pay Apps\No.1\2021 Crack Seal Program_Pay App No.1.docx



Farmington Crack Seal Zone Map



- Priority Level**
- █ 1
 - █ 2
 - █ 3
 - Farmington Roads
 - Farmington City Municipal Boundary



Source: Data provided by OHM Advisors, Farmington, Esri, and State of Michigan. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet Intl

Map Published: March 18, 2021



19, 2021

Farmington City Council Staff Report	Council Meeting Date: July 19, 2021	Item Number 7F
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: Public Safety/City Hall landscaping improvements		
Proposed Motion: Move to ratify payment to Willson/Swykert Landscaping for landscaping improvements at Public Safety/City Hall		
Background: City Administration allocated funds in the 2020/21 Fiscal Year to conduct improvements on the east & west side Public Safety/City Hall entrances. Concrete improvements are complete, stair and ADA ramp railings are on order. The final component of the improvements is the landscaping. The last major landscaping improvement was the 911 Memorial at the north western portion of the facility, prior to the 911 Memorial no other major landscaping improvements have been conducted for over 40 years, other than the irrigations system. City Administration requested Willson/Swykert Landscaping of Commerce Twp. to plan and install landscaping that would reflect the Grand River Streetscape and planned Farmington Road Streetscape. Willson/Swykert Landscaping has been a long-time City of Farmington contractor, they were contracted for several other City projects after submitting the most competitive bid for at least 2 other projects. City Administration recommends payment to Willson/Swykert Landscaping in the amount of \$26,875. Funding for the improvements will be paid from the routine maintenance and capital improvements accounts.		
Materials: Willson/Swykert invoice 22004		

Willson - Swykert Lawn - Landscape
 Maintenance
 1872 Sun Island View
 Commerce Township, MI 48390
 US
 billjlm@yahoo.com

Invoice

AMOUNT APPROVED: \$ 26,875.00
 ACCOUNT #: 101-265-818
 AMOUNT: 15,429.50
 401-000.00 - 970-004 11445 50
 Approved By: _____ Date: _____
 Attached: PO

JUL 06 2021

FY 20/21

BILL TO
 Farmington City Hall
 33720 W. 9 Mile Road
 Farmington, MI 48335

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
22004	06/29/2021	\$26,875.00	07/29/2021	Net 30	

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Sales	Bed Prep - Removals And Prep For New Plantings - Trees, Shrubs, Concrete Footings, Pipe, Soil	1	4,200.00	4,200.00
Sales	Rohani Beech 3.5"	1	1,175.00	1,175.00
Sales	Hydrangea Quickfire #5	22	105.00	2,310.00
Sales	Hicksi Columnar Yew 30"	22	142.00	3,124.00
Sales	Birch - Parkland Pillar 2.5"	2	770.00	1,540.00
Sales	Catmint - Walker's Low #1	23	39.00	897.00
Sales	Boxwoow - Green Velvet 36"	3	287.00	861.00
Sales	Decorative Grass - Maiden #3	2	58.00	116.00
Sales	Boxwood Green Mt. 30" HVY	9	222.00	1,998.00
Sales	Hydrangea - Tree Form Limelight #15	2	255.00	510.00
Sales	Japanese Maple - Bloodgood S13	1	1,350.00	1,350.00
Sales	Sedum - Dragon's Blood #1	13	30.00	390.00
Sales	Decorative Carpet Rose #2	8	66.50	532.00
Sales	Burning Bush 30"	15	75.00	1,125.00
Sales	Daylily - Dwarf Pardon Me #2	18	30.00	540.00
Sales	Decorative Grass - Karly Rose #3	4	68.00	272.00
Sales	Sodding - Grading	1	950.00	950.00
Sales	Irrigation - Repairs And Changes To Cover All New Bed Areas - Main Line, Valves, Pipe, Nozzles, Clamps	1	3,800.00	3,800.00
Sales	Shredded Hard Wood Mulch	14	65.00	910.00
Sales	Cobblestone With Fabric	1	275.00	275.00

BALANCE DUE

\$26,875.00