

Regular City Council Meeting 7:00 p.m., Monday, June 1, 2020 Virtual Meeting Via Zoom Meeting ID: 835 6874 8906 Password: 953915

REGULAR MEETING AGENDA

- 1. Roll Call
- 2. Approval of Agenda
- 3. Update on DDA Events
- 4. Discussion on Permitting Special Events and Public Gatherings
- 5. Consideration to adopt Resolution Regarding Relaxation of Certain Requirements for Reopening Retail and Restaurant/Bar Businesses in Light of Covid-19 Pandemic
- 6. Consideration to Accept and File the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the TCF Project
- 7. Consideration to Certify of Delinquent False Alarm Fees, Water and Sewer Bills, and City Invoices
- 8. Consideration to Approve Installment Purchase Agreement to Finance Purchase of Maxfield Training Center
- 9. Consideration to Approve Expansion of Hartwell Cement Company Contract for Cement Replacement on Saxony
- 10. Other Business
- 11. Public Comment
- 12. Council Comment
- 13. Adjournment

Farmington City Council Staff Report	Council Meeting Date: June 1, 2020	ltem Number 4
Submitted by: City Manager David Murphy		
Agenda Topic: Discussion on permitting spe	ecial events and public gatheri	ngs
Proposed Motion: NA		
Background: At the May 18 City Council Me have a discussion regarding permitting special e		ylor ask council
<u>Materials:</u> None		

Farmington City Council Staff Report	Council Meeting Date: June 1, 2020	ltem Number 5
Cubmitted by Kate Knight and Kavin Christ	tionaan	

Submitted by: Kate Knight and Kevin Christiansen

Agenda Topic: Consideration to adopt Resolution Regarding Relaxation of Certain Requirements for Reopening Retail and Restaurant/Bar Businesses in Light of Covid-19 Pandemic

Proposed Motion: Consideration to adopt Resolution Regarding Relaxation of Certain Requirements for Reopening Retail and Restaurant/Bar Businesses in Light of Covid-19 Pandemic.

Background:

Consistent with the approach of some other communities, the City staff has looked into the idea of making greater use of outdoor spaces—both because it can help reduce the impact of distancing and occupancy limitations and because outdoor activities might actually be preferable in some cases. The problem, of course, is that a lot of the outdoor activity that business owners will likely be interested in undertaking will not be allowed under existing ordinances and regulations. The process of amending those ordinances is likely to take a fair amount of time, both as far as drafting the ordinance and scheduling meetings for introduction and adoption—including a public hearing at the Planning Commission level, for the zoning ordinance. And of course, a good argument can be made that amending ordinances—intended to be focused on the long-term and achieving uniformity and consistency—doesn't make sense if what the City is dealing with is really expected to be of a temporary nature (hopefully).

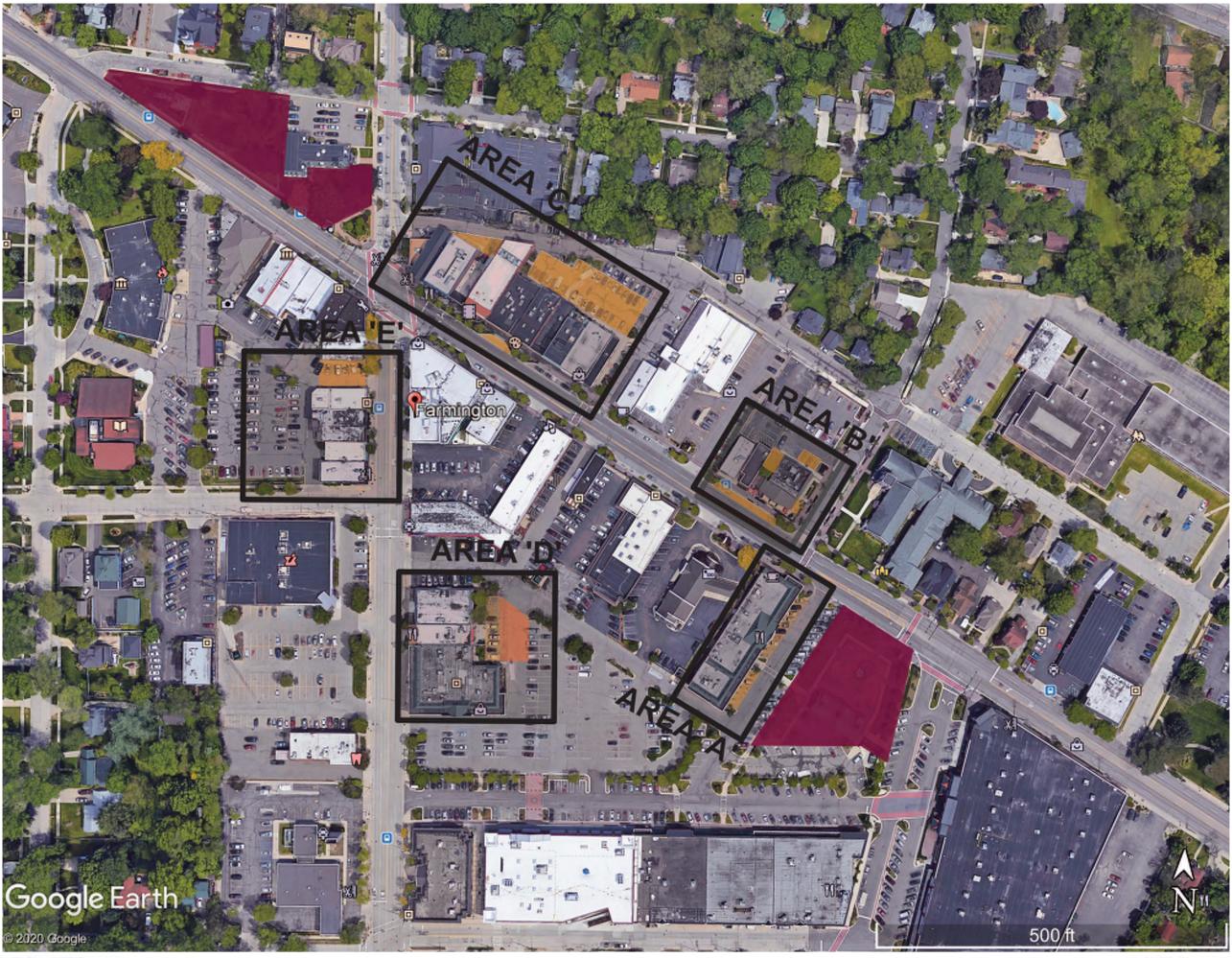
So, the administration's efforts have been mostly directed at finding a vehicle for temporary relief from certain restrictions. What is attached is a draft of a resolution that would use the City's existing "outdoor gathering" ordinance as a vehicle for a general relaxation of listed ordinance requirements, without the need for filing individual ZBA applications or applications for relief with the City Council. The idea is a general, blanket permit authorization, with the idea that each business will submit an application and file a sketch with the Department of Community Development, which will be responsible for reviewing and approving (with some possible additional review/approvals if it involves public sidewalks/streets or alcohol).

Given the timing, there are some details to work out as far as specific rules/regulations, so the resolution leaves that to the administration to put into place, but gives direction as to what is expected to be in the application and review process.

There are other possible avenues for accomplishing some of this—some of which are discussed in the recitals to the resolution—but this is intended to at least get the issues before Council with plenty of time to prepare for the eventual relaxation by the State of the current limitations.

(Note that, given the speed at which the Executive Orders are being issued and amended, and the fluid nature of the subject generally, there could be edits/improvements to the attached document proposed after the agenda item is posted but before the June 1 Council meeting.)

Materials: Resolution and graphics







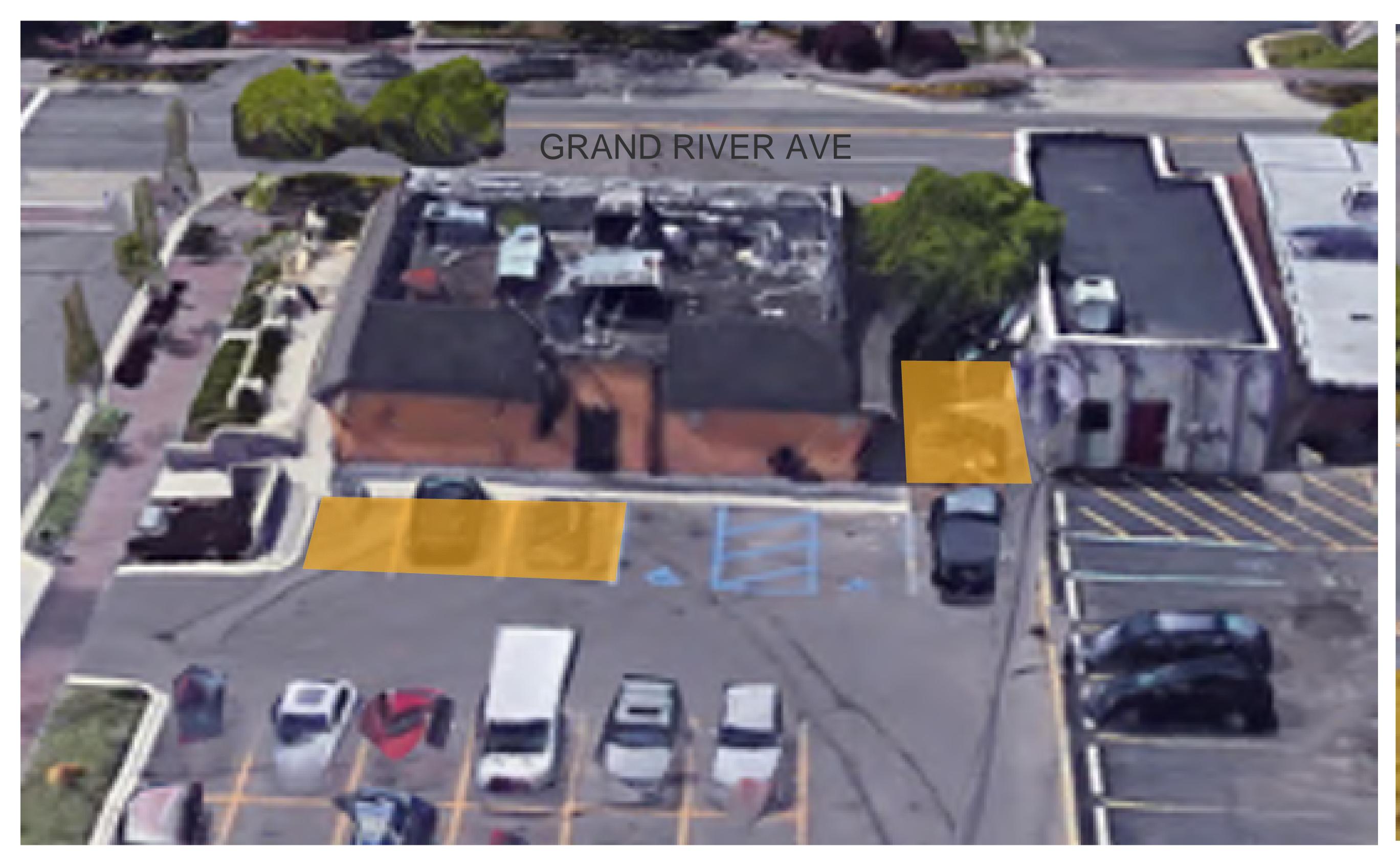






AREA 'A'









AREA 'B'









AREA 'C'







ADDITIONAL EXPANSION (OPTIONAL)









AREA 'E'



CITY OF FARMINGTON COUNTY OF OAKLAND, MICHIGAN

Resolution No. 06-20-016

RESOLUTION REGARDING SPECIAL EVENT AUTHORIZATION AND REQUIREMENTS FOR REOPENING CERTAIN RETAIL AND RESTAURANT/BAR BUSINESSES IN LIGHT OF COVID-19 PANDEMIC

Minutes of a Meeting of the City Council of the City of Farmington, County of Oakland, Michigan, held in the City Hall of said City on June 1, 2020, at 7:00 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers Bowman, DeLind, LaRussa, Schneemann, Taylor

ABSENT: None

The following preamble and Resolution were offered by Councilmember LaRussa and supported by Councilmember DeLind.

WHEREAS; on March 10, 2020, the Governor issued Executive Order 2020-4, declaring a State of Emergency across the State of Michigan relating to the novel Coronavirus 19, or COVID-19; and

WHEREAS; on March 16, 2020, the Governor issued Executive Order 2020-9, imposing "Temporary Restrictions on the Use of Places of Public Accommodation," which resulted in the closure of restaurants and bars across the state, including in the City, effective March 16, 2020, at 3:00 p.m.; and

WHEREAS; on March 23, 2020, the Governor issued the first "Stay at Home" Order, Executive Order 2020-21, which ordered non-essential businesses, including retail businesses in the City, to close to the public; and

WHEREAS; since their initial issuance, those Orders have been extended on various dates for various lengths of time, and as of the date of this Resolution remain generally in full force and effect; and

WHEREAS; as a result of these orders, many retail and restaurant bar businesses in the City have been either closed or open only for restricted hours or purposes for well over two months.

WHEREAS; the City Council anticipates that the Governor will issue orders shortly that contemplate the slow/partial reopening of retail businesses and restaurants/bars within the City, likely consistent with the Governor's recent Order authorizing same in certain other areas of the State, as indicated in the Governor's Executive Order 2020-96; and

WHEREAS; the City Council understands and expects that, like the reopening has occurred elsewhere in the State, the reopened businesses will be subject to limitations on occupancy and requirements for social distancing. In other words, those reopening businesses likely will not be permitted to reopen at full capacity and might therefore not be able to use all their existing space as it was before the Orders described above. Consequently, as those businesses seek to reopen, the City Council expects that they will contemplate alternative means to provide goods and services to the public, but will find that there are limits imposed by the City's Zoning Ordinance and other City Code or land use regulations that might affect or limit their ability to take advantage of those alternatives. By way of example only, these could include limitations on the use of adjacent sidewalks and parking areas for outdoor sales and services and/or outdoor seating for food and beverage service; and

WHEREAS; while there are options available to reopening businesses to seek relief from those regulations, those procedures typically take a significant amount of time to complete, or might not fit the technical requirements for relief, and also require the use of substantial City resources. For example, requests to the Zoning Board of Appeals for relief from Zoning Ordinance regulations require publishing and mailing public hearing notices, and the scheduling and conducting of public hearings before the Board. Absent some sort of broad relief, the City believes that a significant number of reopening businesses in the City can be expected to seek relief from the ZBA (or otherwise); and

WHEREAS; the City Council seeks to avoid overwhelming the ZBA – as well as the City's administrative staff and possibly City Council – with individual applications for relief, and with individual notice and review requirements. The Council has therefore investigated options for addressing these issues on a City-wide and expedited basis; and

WHEREAS; the City Council acknowledges that it has in place a Local Declaration of a State of Emergency, effective March 23, 2020, that could be utilized, under the Emergency Management Act, MCL 30.401 *et seq*, to waive certain ordinance requirements; however, the duration of that Local Declaration has not yet been determined by the City Council; and

WHEREAS; the City Council also acknowledges the concept of the "moratorium" under which the City can potentially suspend enforcement of provisions of an ordinance, and

WHEREAS; the City Council finds, however, that the most appropriate way to avoid overwhelming the ZBA, City Council, and City staff and to address the health, safety, and welfare issues caused by the COVID-19 pandemic in a manner that is not

detrimental to the public nor contrary to the overall purpose and goals of the City's existing ordinances is to utilize the provisions of the City's Special Event Ordinance to authorize the extension of certain permitted uses into outdoor spaces not otherwise allowed to be used, because of—and only because of—the occupancy limitations and social distancing requirements necessary to respond to the COVID-19 pandemic, and for no other purpose or duration.

NOW THEREFORE, IT IS THEREFORE RESOLVED:

1. City Council affirms its existing zoning and land use regulations as reasonable and appropriate in furtherance of the public health, safety, and welfare of the City, its residents, and businesses.

2. City Council finds, however, that the 2020 COVID-19 pandemic represents an unusual and unprecedented event that has caused an interruption in the typical operation of businesses within the City, but particularly the operation of retail businesses and restaurants/bars in the City that rely upon visitors and in-person customers.

3. City Council finds that a temporary relaxation of certain regulations with respect to the operation of those businesses is an appropriate response to these current unprecedented conditions within the City, state, and country, and further finds that such temporary relaxation, if properly administered, will not adversely affect the public health, safety, and welfare and will in fact benefit both the businesses and the members of the public affected given COVID-19's wide-ranging effects.

4. City Council hereby determines that it is appropriate to establish, and it hereby does establish, a city-wide Special Event Permit Authorization for (i) certain outdoor sales by retail businesses and (ii) certain outdoor seating and food and beverage service by restaurants/bars under and pursuant to Chapter 4 of the City Code, relating to special events, as well as the City's Local Declaration of a State of Emergency, and also in further reliance upon other authorities referred to above, as applicable, and subject to the following requirements:

- a. The provisions of this Resolution and the Permit Authorization are limited to restaurants/bars and retail businesses that can meet the requirements of Chapter 4 and this Resolution;
- b. The City Administration shall establish, by no later than June 4, 2020, written standards and procedures for receiving and reviewing applications for a Permit for outdoor sales by retail businesses and outdoor seating and food and beverage service by restaurants/bars. Such procedures shall, at a minimum, include:
 - i. Operation as part of an existing business with a valid certificate of occupancy adjacent to the outdoor area.

- ii. Compliance with any and all applicable state and local orders related to COVID-19, including social distancing, party size limitations, masking, etc.
- iii. Area and location limitations.
- iv. Spacing limitations for tables, chairs, registers, and the like.
- v. Hours of operation.
- vi. Separation from parking/vehicular traffic.
- vii. ADA compliance.
- viii. Compliance with building and fire codes.
- ix. Provision for litter and waste.
- c. The requirements for issuance of such Permit shall be as follows:
 - i. The application shall be filed with the Economic and Community Development Department with a copy to the City Clerk.
 - ii. The application shall be on a form provided by the Economic and Community Development Department, and shall include such information as the Economic and Community Development Department determines.
 - iii. The Permit application shall include an accompanying plan, with the information on the plan to include:
 - a scaled layout of premises, including any existing outdoor seating areas and expansion area, and cash registers or points of payment (if any);
 ;
 - 2. location and clearances to maintain access to any fire hydrants and Fire Department connections;
 - dimensioned access to means of egress and barrier free entrance routes, locations and sizes of any temporary canopies (max. 10ft. x10 ft. with minimum 10 ft clearance to buildings and other canopies);
 - locations and description of any fencing or seating area enclosures and egress; location of any relocated barrier free parking; and

- 5. facilities for waste and trash.
- 6. All proposed electrical connections and service.
- iv. Review and approval of the application and accompanying plan shall be by the Director of Economic and Community Development (or designee), with a copy to the City Clerk, the Public Safety Department, and the City Manager's Office.
 - v. Staff review should, to the extent practicable, be completed within 3 business days. Installations should occur, if possible, within 2 business days. Re-inspections of initial and ongoing adjustments would be pointed out and require correction within 24 hours, unless critical.
- vi. An approved Permit may be revoked by the Director of the Economic and Community Development Department if the applicant fails, neglects, or refuses to fully comply with any and all provisions and requirements set forth in this Resolution or with any and all provisions, regulations, ordinances, statutes, or other law incorporated by reference, including Chapter 4.
 - vii. Restaurant/bar uses must comply with requirements of the Oakland County Environmental Health Department including any guidance or rules issued in connection with COVID-19 business area expansions.

5. Additional regulations regarding use of City property, including City rightsof-way (ROW):

- a. Any proposed use of City-owned property, including City-owned sidewalks or right-of-way, in connection with the Permit Authorization shall require the City to be named as an additional insured on the applicant's insurance policy.
- b. Any proposed use of sidewalk or right-of-way owned by the City shall require a right-of-way permit, following review and approval by the City's traffic engineer or designee and any other reviews as determined by the Director of Economic and Community Development and the Director of Public Services

6. Additional regulations that involve the sale or consumption of alcoholic beverages:

- a. shall comply with all requirements of the State Liquor Control law, including administrative regulations and guidance issued by the Liquor Control Commission relating to COVID-19 licensed area expansions .
- b. shall comply with all requirements of Chapter 3 of the City Code.
- c. may require additional review by City staff and consultants, and may require approval by City Council
- 7. Additional operational standards:
 - a. Trash and waste shall be removed to a permanent dumpster/disposal location at the close of business each day, and all litter removed from the area under use.
 - b. Signage shall comply with the City of Farmington sign ordinance and any resolutions or approvals by City Council granted under that ordinance.

8. The authorizations set forth in this Resolution shall become effective if and when the Executive Orders referred to above are amended so as to allow operation of retail businesses and restaurants and bars to open to the public (currently anticipated to be June 12) and shall expire on October 31, 2020, unless extended by the City Council, subject to the following:

- a. If the Governor revokes or rescinds the Stay at Home Order, or it expires, or the Stay at Home Order is otherwise revoked or terminated by operation of law or by court order, and the occupancy limitations and social distancing limitations are no longer in force and effect, this authorization shall become null and void, and any activities authorized shall cease within 14 days of such revocation, expiration, or termination.
- b. If the City adopts an ordinance or ordinances relating to the subject matter of this resolution, this Resolution shall be considered revoked upon the effective date thereof.
- c. The City Council may revoke or amend this Resolution at any time, and such revocation or amendment shall be effective immediately.

9. The City Administration is directed to review and evaluate the City's zoning ordinance and City Code provisions in light of the recent events related to COVID-19 and the various orders and limitations imposed in response and report to the City Council any recommended changes thereto as a result of its evaluation.

10. Violation of the requirements of this Resolution and/or any permit authorized hereunder shall be considered violations of the City Code.

AYES: Schneemann, Taylor, Bowman, DeLind, LaRussa

NAYS: None

RESOLUTION DECLARED ADOPTED.

Mary Mullison, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, and State of Michigan, at a regular meeting held this 1st day of June, 2020, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

> Mary Mullison, City Clerk City of Farmington

Farmington City Council Staff Report	Council Meeting Date: June 1, 2020	Reference Number 6
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Submitted by: David Murphy, City Manager

<u>Description</u> Consideration to Accept and File the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the TCF Project

<u>Requested Action</u> Move to accept the Financial Reports for the City of Farmington Brownfield Redevelopment Authority for the Project for the year ending June 30, 2019 and authorize that they be filed with the State Tax Commission.

Background

The City's submittal for the period ending June 30, 2019 is due August 31, 2020. It is a two page annual report the content of which is self-explanatory.

Agenda Review						
Department Head	Finance/Treasurer	City Attorney	City Manager			

Logout

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

Home My Profile My Project Sites Misc Info

Site Project: TCF National Bank Brownfield Project

Project Information Reports

To create a unique new report click on the 'Add New Annual Report' button. If the Project data has not changed since last year's report, use the 'Copy Last Year's Report' button to generate a new report with the same data that was submitted the last year. No Currency fields will be copied.

If reporting on a local-only plan, not approved by MSF/DEQ, all expenditures should be reported as "Local-only TIR expenditures" and no School Operating or SET Received should be reported.

REPORTING IS NOT CONSIDERED COMPLETE UNTIL METRICS UNDER THE "MISC Info" TAB ARE COMPLETED

ack to Program Metrics List Vie	W		
Project Details			
Project Name	TCF National Bank Brownfield Project	Account Name	City of Farmington BRA
Reported Calendar Year	2019	Date Brownfield Plan Approved	2/20/2006
Local Only Plan?	\checkmark	Report Status	Pending
	4.52	Tax Capture Status	Capture started
Submitted Date		Project Status	Construction Complete
Submitted By		Reason On Hold	
I certify to the best of my knowledge that the information submitted in this report is true and correct.	×		
Amount and Purpose of T	ax Increment Revenue (TIR) and Expenditure	s (by BRA)	
Amount of School Operating Tax Capture Received	\$0	Amount of State Tax Capture To Be Reimbursed	\$0
Amount of State Education Tax Capture Received	\$0	Amount of Local Tax Capture To Be Reimbursed	\$0
Amount of Local Tax Capture Received	\$2,581	Amount of Local Only Tax Capture To Be Reimbursed	\$2,530
Amount of Local ISD TIR Received	\$351		
otal of Tax Capture Received	\$2,932	Amount of Local Admin To Be Reimbursed	\$500
		Amount of LBRF To Be reimbursed	\$0
		Amount of SBRF To Be reimbursed	\$0
		Total of Tax Capture Reimbursements	\$3,030
mount of Treasury TIR (Form 4650)	\$0	(EGLE) Amount of Environmental Tax Capture To Be Reimbursed	\$0
mount of Treasury TIR (Form 5176)	\$0	(MSF) Amount of Non- Environmental Tax Capture To Be Reimbursed	\$0
		Total of Environmental and Non-Environmental Reimbursed	\$0
Activity Status			
Current Taxable Value	\$397,780	Principal and Interest on all outstanding indebtedness	\$0
Captured Taxable Value	\$107,230		
Project Metrics [Cumulat	ive]		
# of Residential units Constructed or Rehabilitated	0		
Sq Ft of Residential	0	Sq Ft of Retail	0
Sq Ft of Commercial	3,825	Sq Ft of Industrial	0
Sq Ft of Public Infrastructure	0	Linear feet of Public Infrastructure	0
New Jobs Created	10	Actual Capital Investment	\$0
Does this TIF capture overlap with any other abatement?		Additional Information	Amounts to be distributed in future years.

Add Attachment File size cannot be larger than 25 MB

Attachments

Logout

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

Home	My P	rofile N	/ly Project Sites	Misc Info	
Metric Detail :			Edit Submit		
No Brownfield	Projects				
No Brownfield includi capture/reimbur report in the Cale	ing no TIR sement to				
Local Brownfiel	d Revolvin	ig Fund			
Balance as o reported Cale		\$19,847			
Certification					
	Status	Pending			Reported Calendar Year
l certify to the b knowledg information sut this report is	e that the bmitted in	1			Comments

michiganbusiness.org

2019

Michigan Economic Development Corporation, 300 N. Washington Sq., Lansing MI 48913 Phone: 888.522.0103

Farmington City Council Staff Report	Council Meeting Date: June 1, 2020	ltem Number 7				
Submitted by: Christopher M. Weber, Director	of Finance and Administration					
Agenda Topic: Consideration to Certify 2020 Delinquent False Alarm Fees, Water and Sewer Bills, and Invoices						
<u>Proposed Motion</u> : Move to approve the attached lists of delinquent false alarm fees, water and sewer bills, and invoices for placement on the Farmington Tax Roll pursuant to City Code.						
Background: Each year, the City Treasurer certifies false alar are delinquent and should be placed on the City Farmington City Code. The total amount to be p amount, \$110,144.63 represents delinquent wat	of Farmington tax roll in accorda placed on the tax roll is \$111,984	ance with .63. Of that				

amount, \$110,144.63 represents delinquent water and sewer bills. The remaining \$1,840.00 represents delinquent payments for false alarm fees, grass cutting, sidewalk snow removal, and other services provided by the City. Listed below are the delinquent amounts over the last five years.

2020	\$ 111,984.63
2019	\$ 205,512.54
2018	\$ 230,342.85
2017	\$ 206,147.74
2016	\$ 197,092.45

In prior years, unpaid Water and Sewer bills through the March billing were delinquent and transferred to taxes. During the current year, because of the Covid pandemic, the March bill was not considered delinquent and is therefore not included in the balance above to be transferred to taxes.

ALTERNATIVES

- 1. Place the delinquent false alarm fees, water and sewer bills, and invoices on the tax roll.
- 2. Do not place on tax roll. It would be difficult to collect some of these delinquent bills.

Materials:

- 1. Certification of Delinquent False Alarm Fees, Water & Sewer Bills, and Invoices
- 2. Delinquent False Alarm Fees
- 3. Delinquent Water & Sewer Bills
- 4. Delinquent City Invoices N/A for Current Year

2020 CERTIFICATION OF DELINQUENT FALSE ALARM FEES

FALSE ALARM FEE LIST FOR 2020

PARCEL NO.	ACCOUNT NAME	INVOICE NO.	AMOUNT
20-23-27-155-049	ESSENTIAL FAMILY CHIROPR	27263	\$ 205.00
20-23-26-351-005	ANTONIO'S DELI, INC	27456	170.00
20-23-28-280-012	CVS/PHARI'vfACY	27464	45.00
20-23-27-326-014	JUST JEWELERS	27815	40.00
20-23-27-155-003	A & M SMOKE & VAPE, LLC	27818	20.00
20-23-27-326-014	JUST JEWELERS	27824	100.00
20-23-27-326-014	JUST JEWELERS	27825	100.00
20-23-27-102-036	LIVERANCE, KIMBERLY	27827	20.00
20-23-27-155-049	ESSENTW FAMILY CHIROPR	27829	100.00
20-23-27-427-035	PHARMASOURCE LTC, LLC	27836	20.00
20-23-34-355-004	DETROIT PETRO PROPERTIES	27922	800.00
20-23-34-355-009	FORGE PRECISION CO	27939	100.00
20-23-28-428-125	SMITH-BROWN, SALLIE	27940	20.00
20-23-27-326-014	JUST JEWELERS	28043	 100.00
		TOTAL	\$ 1,840.00

City of Farmington

2020 Delinquent Water Export to Taxes (Amounts greater than \$100 remaining on December 15 billing) Proof Run 5/20/20

Account Number	Parcel Number	Delinqu	ent Amount	Add	litional Penalty	Tot	al Due
0001-00075-01-1	20-23-28-279-020	\$	866.43	\$	86.64	\$	953.07
0001-00150-01-1	20-23-28-428-020	\$	838.39	\$	83.84	\$	922.23
0001-00265-01-1	20-23-28-279-013	\$	1,760.67	\$	176.07	\$	1,936.74
0001-01215-01-1	20-23-27-252-008	\$	466.79	\$	50.00	\$	516.79
0001-01360-01-1	20-23-27-104-003	\$	553.95	\$	55.40	\$	609.35
0002-00205-01-1	20-23-27-330-018	\$	201.99	\$	50.00	\$	251.99
0002-00300-01-1	20-23-27-451-043	\$	260.04	\$	50.00	\$	310.04
0002-00380-01-1	20-23-27-452-028	\$	297.81	\$	50.00	\$	347.81
0002-00485-01-1	20-23-27-330-035	\$	307.05	\$	50.00	\$	357.05
0002-00500-01-1	20-23-27-330-067	\$	452.94	\$	50.00	\$	502.94
0002-00555-01-1	20-23-27-330-054	\$	659.67	\$	65.97	\$	725.64
0002-00595-01-1	20-23-27-377-027	\$	866.43	\$	86.64	\$	953.07
0002-00620-01-1	20-23-27-451-032	\$	563.07	\$	56.31	\$	619.38
0002-00645-01-1	20-23-27-451-027	\$	824.88	\$	82.49	\$	907.37
0002-00715-01-1	20-23-27-451-012	\$	894.12	\$	89.41	\$	983.53
0002-00855-01-1	20-23-27-377-022	\$	783.99	\$	78.40	\$	862.39
0003-00010-01-1	20-23-28-231-017	\$	246.85	\$	50.00	\$	296.85
0003-00320-01-1	20-23-27-106-016	\$	547.57	\$	54.76	\$	602.33
0004-00125-01-1	20-23-27-427-018	\$	2,502.91	\$	250.29	\$	2,753.20
0004-00515-01-1	20-23-27-252-013	\$	562.73	\$	56.27	\$	619.00
0004-00835-01-1	20-23-27-151-008	\$	479.64	\$	50.00	\$	529.64
0005-00190-01-1	20-23-26-358-010	\$	343.14	\$	50.00	\$	393.14
0005-00210-01-1	20-23-26-358-006	\$	425.25	\$	50.00	\$	475.25
0005-00460-01-1	20-23-26-303-036	\$	418.81	\$	50.00	\$	468.81
0005-00500-01-1	20-23-26-353-020	\$	712.11	\$	71.21	\$	783.32
0005-00625-01-1	20-23-26-354-017	\$	384.36	\$	50.00	\$	434.36
0005-00875-01-1	20-23-26-359-032	\$	782.01	\$	78.20	\$	860.21
0005-00880-01-1	20-23-26-359-021	\$	1,048.80	\$	104.88	\$	1,153.68
0005-00905-01-1	20-23-35-103-004	\$	384.68	\$	50.00	\$	434.68

0005-00910-01-1	20-23-35-126-004	\$ 829.08	\$ 82.91	\$ 911.99	
0005-00915-01-1	20-23-35-126-003	\$ 233.00	\$ 50.00	\$ 283.00	
0005-00925-01-1	20-23-35-126-001	\$ 2,765.37	\$ 276.54	\$ 3,041.91	
0005-01035-01-1	20-23-26-326-057	\$ 796.53	\$ 79.65	\$ 876.18	
0005-01335-01-1	20-23-26-301-003	\$ 1,029.97	\$ 103.00	\$ 1,132.97	
0005-01365-01-1	20-23-26-301-027	\$ 768.82	\$ 76.88	\$ 845.70	
0005-01500-01-1	20-23-26-351-021	\$ 933.69	\$ 93.37	\$ 1,027.06	
0005-01575-01-1	20-23-26-357-002	\$ 249.89	\$ 50.00	\$ 299.89	
0005-01600-01-1	20-23-26-352-008	\$ 239.90	\$ 50.00	\$ 289.90	
0007-00005-01-1	20-23-27-305-023	\$ 489.16	\$ 50.00	\$ 539.16	
0007-00415-01-1	20-23-27-376-003	\$ 329.28	\$ 50.00	\$ 379.28	
0007-00575-01-1	20-23-27-304-036	\$ 797.84	\$ 79.78	\$ 877.62	
0007-00715-01-1	20-23-27-303-017	\$ 1,841.80	\$ 184.18	\$ 2,025.98	
0007-00860-01-1	20-23-27-304-010	\$ 4,184.53	\$ 418.45	\$ 4,602.98	
0007-01015-01-1	20-23-27-303-009	\$ 392.24	\$ 50.00	\$ 442.24	
0008-00045-01-1	20-23-27-202-035	\$ 1,553.93	\$ 155.39	\$ 1,709.32	
0008-00130-01-1	20-23-27-251-025	\$ 562.75	\$ 56.28	\$ 619.03	
0008-00295-01-1	20-23-27-202-006	\$ 467.10	\$ 50.00	\$ 517.10	
0008-00375-01-1	20-23-27-276-003	\$ 865.78	\$ 86.58	\$ 952.36	
0008-00380-01-1	20-23-27-276-004	\$ 384.36	\$ 50.00	\$ 434.36	
0008-00435-01-1	20-23-27-226-030	\$ 866.10	\$ 86.61	\$ 952.71	
0008-00465-01-1	20-23-27-228-019	\$ 452.94	\$ 50.00	\$ 502.94	
0008-00570-01-1	20-23-27-203-041	\$ 563.07	\$ 56.31	\$ 619.38	
0008-00600-01-1	20-23-27-203-056	\$ 727.61	\$ 72.76	\$ 800.37	
0008-00625-01-1	20-23-27-203-030	\$ 630.33	\$ 63.03	\$ 693.36	
0008-00635-01-1	20-23-27-228-021	\$ 631.65	\$ 63.17	\$ 694.82	
0008-00960-01-1	20-23-27-231-010	\$ 327.61	\$ 50.00	\$ 377.61	
0008-00995-01-1	20-23-27-230-013	\$ 298.21	\$ 50.00	\$ 348.21	
0008-01075-01-1	20-23-27-201-015	\$ 481.30	\$ 50.00	\$ 531.30	
0008-01245-01-1	20-23-27-204-009	\$ 934.35	\$ 93.44	\$ 1,027.79	
0008-01260-01-1	20-23-27-204-006	\$ 258.44	\$ 50.00	\$ 308.44	
0008-01305-01-1	20-23-27-226-005	\$ 576.25	\$ 57.63	\$ 633.88	
0008-01450-01-1	20-23-27-276-033	\$ 230.74	\$ 50.00	\$ 280.74	
0008-01485-01-1	20-23-27-276-029	\$ 934.02	\$ 93.40	\$ 1,027.42	

0008-01505-01-1	20-23-27-231-023	\$ 590.44	\$ 59.04	\$ 649.48	
0008-01685-01-1	20-23-27-229-021	\$ 411.40	\$ 50.00	\$ 461.40	
0008-01735-01-1	20-23-27-229-011	\$ 645.17	\$ 64.52	\$ 709.69	
0008-01760-01-1	20-23-27-229-006	\$ 714.75	\$ 71.48	\$ 786.23	
0009-00130-01-1	20-23-28-401-001	\$ 599.98	\$ 60.00	\$ 659.98	
0009-00370-01-1	20-23-28-428-031	\$ 700.24	\$ 70.02	\$ 770.26	
0009-00390-01-1	20-23-28-428-027	\$ 507.66	\$ 50.77	\$ 558.43	
0009-00550-01-1	20-23-28-403-049	\$ 1,746.49	\$ 174.65	\$ 1,921.14	
0009-00750-01-1	20-23-28-257-002	\$ 292.01	\$ 50.00	\$ 342.01	
0009-00760-01-1	20-23-28-257-004	\$ 1,030.97	\$ 103.10	\$ 1,134.07	
0009-00805-01-1	20-23-28-258-003	\$ 1,707.88	\$ 170.79	\$ 1,878.67	
0009-00855-01-1	20-23-28-256-012	\$ 1,305.30	\$ 130.53	\$ 1,435.83	
0011-00020-01-1	20-23-27-102-019	\$ 1,512.70	\$ 151.27	\$ 1,663.97	
0011-00090-01-1	20-23-27-102-011	\$ 342.80	\$ 50.00	\$ 392.80	
0011-00100-01-1	20-23-27-102-013	\$ 233.00	\$ 50.00	\$ 283.00	
0011-00215-01-1	20-23-27-103-012	\$ 1,742.53	\$ 174.25	\$ 1,916.78	
0011-00295-01-1	20-23-27-103-014	\$ 1,307.96	\$ 130.80	\$ 1,438.76	
0012-00580-01-1	20-23-34-152-005	\$ 1,446.76	\$ 144.68	\$ 1,591.44	
0012-00740-01-1	20-23-34-304-008	\$ 299.98	\$ 50.00	\$ 349.98	
0012-00860-01-1	20-23-34-304-010	\$ 948.21	\$ 94.82	\$ 1,043.03	
0012-00935-01-1	20-23-34-354-018	\$ 728.26	\$ 72.83	\$ 801.09	
0012-00960-01-1	20-23-34-376-001	\$ 561.52	\$ 56.15	\$ 617.67	
0012-01210-01-1	20-23-34-301-012	\$ 1,323.11	\$ 132.31	\$ 1,455.42	
0012-01225-01-1	20-23-34-301-015	\$ 1,085.04	\$ 108.50	\$ 1,193.54	
0012-01475-01-1	20-23-34-329-010	\$ 2,120.75	\$ 212.08	\$ 2,332.83	
0012-01485-01-1	20-23-34-329-008	\$ 1,196.81	\$ 119.68	\$ 1,316.49	
0012-01490-01-1	20-23-34-329-007	\$ 893.81	\$ 89.38	\$ 983.19	
0012-01495-01-1	20-23-34-329-006	\$ 702.55	\$ 70.26	\$ 772.81	
0012-01640-01-1	20-23-34-328-011	\$ 784.00	\$ 78.40	\$ 862.40	
0012-01760-01-1	20-23-34-152-021	\$ 919.85	\$ 91.99	\$ 1,011.84	
0012-01810-01-1	20-23-34-302-012	\$ 1,100.55	\$ 110.06	\$ 1,210.61	
0012-01855-01-1	20-23-34-302-021	\$ 742.12	\$ 74.21	\$ 816.33	
0012-01880-01-1	20-23-34-352-016	\$ 921.48	\$ 92.15	\$ 1,013.63	
0012-02545-01-1	20-23-34-330-010	\$ 230.74	\$ 50.00	\$ 280.74	

0015-00103-01-1	20-23-29-128-013	\$ 641.21	\$ 64.12	\$	705.33
0015-00235-01-1	20-23-29-130-005	\$ 922.80	\$ 92.28	\$	1,015.08
0015-00420-01-1	20-23-29-176-007	\$ 1,058.67	\$ 105.87	\$	1,164.54
0015-00695-01-1	20-23-29-152-010	\$ 700.24	\$ 70.02	\$	770.26
0015-01515-01-1	20-23-29-201-004	\$ 1,209.02	\$ 120.90	\$	1,329.92
0015-01590-01-1	20-23-29-252-018	\$ 230.74	\$ 50.00	\$	280.74
0015-01665-01-1	20-23-29-205-004	\$ 1,098.55	\$ 109.86	\$	1,208.41
0015-01865-01-1	20-23-29-203-015	\$ 3,138.97	\$ 313.90	\$	3,452.87
0016-02725-01-1	20-23-28-153-006	\$ 1,460.30	\$ 146.03	\$	1,606.33
0016-07340-01-1	20-23-28-254-013	\$ 824.55	\$ 82.46	\$	907.01
0016-07430-01-1	20-23-28-251-031	\$ 535.04	\$ 53.50	\$	588.54
0016-07495-01-1	20-23-28-231-025	\$ 480.64	\$ 50.00	\$	530.64
0016-07565-01-1	20-23-28-202-010	\$ 727.59	\$ 72.76	\$	800.35
0016-07835-01-1	20-23-28-228-008	\$ 522.20	\$ 52.22	\$	574.42
0016-08160-01-1	20-23-28-203-011	\$ 356.66	\$ 50.00	\$	406.66
0016-08190-01-1	20-23-28-203-005	\$ 603.96	\$ 60.40	\$	664.36
0016-08360-01-1	20-23-28-205-022	\$ 570.96	\$ 57.10	\$	628.06
0016-08440-01-1	20-23-28-129-014	\$ 2,453.79	\$ 245.38	\$	2,699.17
0016-08630-01-1	20-23-28-178-009	\$ 590.77	\$ 59.08	\$	649.85
0016-08665-01-1	20-23-28-129-006	\$ 494.49	\$ 50.00	\$	544.49
0016-08685-01-1	20-23-28-129-001	\$ 631.33	\$ 63.13	\$	694.46
0016-08825-01-1	20-23-28-126-021	\$ 1,223.85	\$ 122.39	\$	1,346.24
0016-09020-01-1	20-23-28-126-033	\$ 682.27	\$ 68.23	\$	750.50
		\$ 99,620.14	\$ 10,524.49	\$1	.10,144.63

CITY OF FARMINGTON MAY 20, 2020

CERTIFICATION OF 2020 DELINQUENT FALSE ALARM FEES, WATER & SEWER BILLS, AND INVOICES

I, Christopher M. Weber, Treasurer for the City of Farmington, Oakland County, Michigan, do hereby certify that as of May 1, 2020, the attached City Invoices and Water & Sewer Bills were delinquent and should be placed on the 2020 City of Farmington tax roll in accordance with Farmington City Code, Chapter 19, Section 19-186, Chapter 27, Section 27-18, Chapter 34, Section 34-33 and 34-141, Chapter 16, Section 16-34; and the Farmington City Charter, Sections 9.11 and 11.9.

TOTAL DELINQUENT FALSE ALARM FEES	\$ 1,840.00
TOTAL DELINQUENT WATER & SEWER BILLS	\$ 110,144.63
TOTAL DELINQUENT CITY SERVICE INVOICES	\$
GRAND TOTAL	\$ 111,984.63

Farmington City Council Staff Report	Council Meeting Date: June 1, 2020	ltem Number 8				
Submitted by: David Murphy, City Manager Agenda Topic: Installment Purchase Agreeme	nt for Mayfield Training Center					
Proposed Motion: Adopt Resolution Authorizing Installment Purcha	ase Agreement for Maxfield Train	ing Center				
Background:						
City Administration issued an RFP for an installment purchase agreement to provide financing to purchase the Maxfield Training Center. The City received 2 bids and has selected Independent Bank as the winning bid. Independent Bank's bid provided the lowest interest rate of the bidders.						
Significant Terms Include:						
\$690,000 installment purchase amount June 18, 2020 issue date 2.85% interest rate 9 year term Balance can be paid off at any time with proceed	ds from sale of Maxfield Training	Center				
<u>Materials:</u> Resolution Authorizing Installment Purchase Installment Purchase Agreement	e Agreement					

RESOLUTION AUTHORIZING INSTALLMENT PURCHASE AGREEMENT

CITY OF FARMINGTON

County of Oakland, State of Michigan

Minutes of a regular meeting of the City Council of the City of Farmington, County of Oakland, State of Michigan, conducted electronically in conformity with Governor Whitmer's Executive Order No. 2020-75, on the 1st day of June, at 7:00 p.m., prevailing Eastern Time.

PRESENT:	Members:	
ABSENT:	Members:	

The following preamble and resolution were offered by Member and supported by Member _____.

WHEREAS, the City of Farmington, County of Oakland, State of Michigan (the "City"), desires to acquire the Maxfield Training Center and Shiawassee Park (the "Property"); and

WHEREAS, under the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City is authorized to enter into any contracts or agreements for the purchase of the Property to be paid for in installments over a period of not to exceed the useful life of the Property acquired as determined by resolution of the City; and

WHEREAS, an Installment Purchase Agreement (the "Agreement") by and among the City, Farmington Public Schools, Farmington, Michigan (the "Seller") and Independent Bank, Grand Rapids, Michigan (the "Bank") for the installment purchase of the Property has been prepared; and

WHEREAS, the City shall acquire the Property for the sum of \$690,000 (the "Purchase Price") through execution of the Agreement; and

WHEREAS, the outstanding balance of all purchases by the City under Act 99, exclusive of interest, shall not exceed one and one quarter percent (1-1/4%) of the taxable value of the real and personal property in the City at the date of such contract or agreement; and

WHEREAS, purchase of the Property pursuant to the Agreement will not result in the outstanding balance of all such purchases in excess of the limitation contained within Act 99 as set forth above; and

WHEREAS, the Agreement is to be assigned to the Bank; and

WHEREAS, it is necessary to approve the Agreement and authorize the Mayor and Clerk to execute the Agreement and authorize City officials to execute certain other documentation relative thereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. <u>Approval of Agreement</u>. The Agreement is hereby approved substantially in the form attached hereto at Exhibit A. The City shall incur the debt described in the Agreement through execution of the Agreement by the officers authorized below which debt shall consist of the Financed Price of \$690,000 which shall be payable in nine (9) annual installment payments of principal due on May 1 of each year commencing May 1, 2021, with interest thereon first payable November 1, 2020 and semi-annually each May 1 and November 1 thereafter at a rate of 2.85% per annum; provided that the Mayor and City Clerk are each hereby authorized to adjust the payment dates and final details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are each authorized to make determinations regarding the principal and interest payment dates.

2. <u>Execution and Delivery of Agreement</u>. The Mayor and City Clerk are each hereby authorized and directed to execute the Agreement and deliver it to the Seller, substantially in the form attached hereto with such additions, changes and modifications as shall be approved by the City's Bond Counsel.

3. <u>Useful Life of Property</u>. The useful life of the Property is hereby determined to be not less than nine (9) years.

4. <u>Authorization of Officers</u>. The Mayor, City Clerk, City Manager and Director of Finance and Administration are each hereby authorized and directed to execute such additional documentation and open such accounts as shall be necessary to effectuate the closing of the Agreement and the assignment thereof to the Bank within the parameters set forth in this resolution.

5. <u>Assignment of Agreement</u>. The assignment of the Agreement by the Seller to the Bank is hereby approved.

6. <u>Security; Limited Tax Pledge</u>. The City hereby agrees to include in its budget for each year commencing with the current fiscal year, a sum which will be sufficient to pay the principal of and interest on the Agreement coming due before the next fiscal year. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the Agreement, subject to applicable constitutional, statutory and charter tax rate limitations.

7. <u>Rescission</u>. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES:	Members
NAYS:	Members

RESOLUTION DECLARED ADOPTED.

Mary Mullison City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Farmington, County of Oakland, Michigan, at a regular meeting held on June 1, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as temporarily modified by Governor Whitmer's Executive Order No. 2020-75 and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Mary Mullison City Clerk

<u>Exhibit A</u>

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INSTALLMENT PURCHASE AGREEMENT

THIS AGREEMENT, dated as of June 18, 2020, by and among the City of Farmington, County of Oakland, State of Michigan (the "City"), Farmington Public Schools, County of Oakland, Michigan (the "Seller"), and Independent Bank, Grand Rapids, Michigan, as assignee of the Seller (the "Bank"), is as follows:

1. <u>Purchase Price, Title and Useful Life.</u> The City agrees to purchase and the Seller agrees to sell, to the City the real property located in the City of Farmington, Oakland County, Michigan as described on Exhibit A (the "Property"), and as set forth in the Agreement for Purchase and Sale, dated June 18, 2019, a First Amendment to Agreement for Purchase and Sale dated December 6, 2019 and a Second Amendment to Agreement for Purchase and Sale dated May 5, 2020, between the City and the Seller (as amended, the "Purchase Agreement"), for the sum of \$690,000 (the "Purchase Price" or the "Financed Price"). Any tax prorations, rent credits, if any and/or recording expenses with respect to the Property are in addition to the Purchase Price. The Financed Price will be payable by the City to the Bank as assignee of the Seller in accordance with Section 3 hereof, over a term of nine (9) years with annual principal installments commencing May 1, 2021, in the amounts set forth on Exhibit B attached hereto and made a part hereof. The Financed Price shall not be prepaid prior to maturity, except in the event of a sale of all or a portion of the Property, the City may prepay the Financed Price at any time, in whole or in part, with the proceeds of the sale of the Property without penalty.

The City shall pay interest on the unpaid balance of the Financed Price to the Bank as the assignee of the Seller in accordance with Section 3 hereof, at a rate of interest equal to 2.85% per annum from the date funds are distributed by the Bank as set forth in Section 3 hereof, which interest shall be payable semi-annually on each November 1 and May 1, commencing November 1, 2020 through the final date of payment of this Agreement. Interest shall be calculated for the actual number of days the unpaid balance of the Financed Price is outstanding on the basis of 30-day months and a 360-day year.

Upon receipt by the Seller of the total Purchase Price for the Property, the Seller shall convey title in the Property to the City by means of a deed in form and substance satisfactory to the City and subject to such Permitted Encumbrances as described in the Purchase Agreement. The City agrees that the useful life of the Property is at least equal to or longer than the date of the final payment hereunder.

2. <u>Incorporation by Reference.</u> The Seller and the City agree to all of the instructions, terms and conditions as may be outlined in the Purchase Agreement and any supplements thereto, which are hereby incorporated by reference in full herein. In the event of a conflict in terms between this Agreement and the Purchase Agreement, the specific terms of this Agreement shall govern.

3. <u>Assignment to the Bank.</u> The Seller hereby irrevocably assigns its interest in this Agreement immediately to the Bank in consideration for a payment from the Bank to the Seller in the amount of the Purchase Price upon the closing. The City hereby consents to said assignment, except with respect to the warranties and other obligations of the Seller set forth in Section 2 and in Sections 4 through 6, inclusive, of this Agreement, all of which shall remain the sole

responsibility of the Seller and shall not be assignable. With respect to the Bank, the City hereby waives any defenses based upon warranty, failure or inability of the Seller to perform its non-assignable obligations or the failure of the Property to perform its intended function. To the extent that funds are paid by the Bank in accordance with this paragraph, the City's obligation to the Bank is absolute and unconditional and shall remain in full force and effect until the amount of the payment to the City by the Bank as specified in this paragraph together with interest thereon shall have been paid by the City to the Bank, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

(a) Any failure of title with respect to the Seller's or the City's interest in the Property specified herein or the invalidity, enforceability or termination of this Agreement;

(b) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

(c) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Seller or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;

(d) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Seller from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or

(e) The default or failure of the Seller fully to perform any of its obligations set forth in this Agreement.

The City shall make payments to the Bank when due and shall not withhold any such payments as a result of any disputes arising between the City and the Seller or any other person, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances, or the Property being defective.

It is expressly agreed between the Seller, the City and the Bank, by acceptance of the assignment of this Agreement, that the City shall make all payments of principal and interest directly to the Bank.

4. <u>Date of Acceptance.</u> The date of acceptance for the Seller shall be the date when all of that Seller's Property has been delivered to the City in accordance with the Purchase Agreement and the City has accepted the delivery of the Property either in writing or as provided in the Purchase Agreement.

5. <u>Warranty.</u> The Seller warrants its Property as set forth in the Purchase Agreement. Any warranties with respect to the Property shall not be assigned, but shall remain enforceable by the City.

The Seller represents and warrants that the assignment to the Bank of this Agreement does not violate any agreement, contract or loan agreement to which it is a party, and that the Agreement has been duly executed and delivered by the Seller.

The Bank makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, as to the merchantability or fitness for any particular purpose of any of the Property or as to the value, design, condition, use, capacity or durability of any of the Property. The City agrees that (a) the Bank has no liability for the delivery or installation of the Property, (b) the Bank assumes no obligation with respect to any manufacturer's or Seller's product warranties or guaranties, (c) neither Seller nor any manufacturer or any representative of said parties is an agent of the Bank, and (d) any warranty, representation, guaranty or agreement made by any manufacturer or by the Seller or any representative of said parties shall not be binding upon the Bank.

6. <u>Entire Agreement.</u> This Agreement and the documents expressly incorporated by reference herein constitute the entire agreement of the parties with respect to the financing of the Property. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are hereby terminated.

7. <u>Amendments.</u> Any attempt to modify the terms of this Agreement or of any supporting document shall be ineffectual unless in writing, signed by all parties and the City agrees to secure the consent of the Bank to any such modifications, provided that the consent of the Seller to the modification of any of the terms of payment by the City to the Bank shall not be required.

8. <u>Security; Taxable Financing.</u> The obligation of the City to pay principal and interest under this Agreement is a limited tax general obligation of the City. The City shall include in its budget and pay each year, until this Agreement is paid in full, as a first budget obligation, such sum as may be necessary each year to make all payments hereunder, when due. In addition, the City hereby pledges to levy in each fiscal year ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under this Agreement, subject to applicable constitutional, statutory and charter tax rate limitations. Interest on the Agreement is not excludable from gross income for federal income tax purposes.

9. <u>Legislative Authorization; Governing Law.</u> This Agreement is made in accordance with and pursuant to Act 99, Public Acts of Michigan, 1933, as amended. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan.

10. <u>Severability.</u> In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. <u>Binding Effect.</u> The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and permitted assigns of the parties hereto.

12. <u>Counterparts.</u> This Agreement may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Agreement shall have the full force and effect of an original document.

CITY OF FARMINGTON

By:	Its:	Mayor
D		
By:	Its:	City Clerk
INDE as Bar		DENT BANK
By:		
	Its: _	
FARM		TON PUBLIC SCHOOLS
as Sel	ler	

EXHIBIT A

DESCRIPTION OF PROPERTY

33000 Thomas Street, Farmington, Michigan, commonly known as the former Maxfield Training Center and Shiawassee Park, Sidwell Numbers 20-23-27-152-016 and 20-23-27-267-016, respectively, more particularly described in the Purchase Agreement.

EXHIBIT B

PRINCIPAL AND INTEREST PAYMENT SCHEDULE

D	ated	6/18/2020			
Pmt Count	Date Due 6/18/2020	Principal Due	Rate	Days360	Interest D
0	6/18/2020			0	
1	11/1/2020		2.85%	133	7,265.
2	5/1/2021	68,335.57	2.85%	180	9,832.
3	11/1/2021		2.85%	180	8,858.
4	5/1/2022	70,283.13	2.85%	180	8,858.
5	11/1/2022		2.85%	180	7,857.
6	5/1/2023	72,286.20	2.85%	180	7,857.
7	11/1/2023		2.85%	180	6,827.
8	5/1/2024	74,346.36	2.85%	180	6,827.
9	11/1/2024		2.85%	180	5,767.
10	5/1/2025	76,465.23	2.85%	180	5,767.
11	11/1/2025		2.85%	180	4,678.
12	5/1/2026	78,644.49	2.85%	180	4,678.
13	11/1/2026		2.85%	180	3,557.
14	5/1/2027	80,885.86	2.85%	180	3,557.
15	11/1/2027		2.85%	180	2,404.
16	5/1/2028	83,191.10	2.85%	180	2,404.
17	11/1/2028		2.85%	180	1,219.

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Farmington City Council Staff Report	Council Meeting Date: 6-1-20	ltem Number 9				
Submitted by: City Manager						
Agenda Topic: Additional concrete replacement	nt					
Proposed Motion : Move to direct administration to expand the contract with Hartwell Cement Company of Oak Park for approximately \$300,000 of cement replacement on Saxony between Tree Hill and Smithfield in the Chatham Hills subdivision. Also, authorize the City Manager to sign the change order.						
Background: We have budgeted \$300,000 in the Roads budget for concrete repair and crack sealing and recommend that it be used for concrete slab replacement on Saxony between Tree Hill and Smithfield. Hartwell will be replacing the curb near 33115 Shiawassee, so they will be in the area. Earlier in the year, Hartwell agreed to hold the cost of additional concrete replacement at 2018 prices. Per discussion with City Engineers, the 2018 prices remain very competitive.						
Materials: None						