



Regular City Council Meeting
7:00 p.m., Monday, June 3, 2024
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **APPROVAL OF ITEMS ON CONSENT AGENDA**
 - A. **Board and Commission Appointments: Grand River Corridor Improvement Authority**
 - B. **EGLE Grant Agreement**
 - C. **Intergovernmental Agreement with Oakland County and participating members of the Oakland County Tactical Training Consortium (OAK-TAC)**
 - D. **Move to approve a resolution authorizing the City to submit an application for the Shared Streets and Spaces Grant Program**
5. **APPROVAL OF REGULAR AGENDA**
6. **PRESENTATION/PUBLIC HEARINGS**
 - A. **Public Hearing – Fiscal Year 2024-25 Budget and Millage Rates**
7. **NEW BUSINESS**
 - A. **Consideration to adopt Fiscal Year 2024-25 Budget and establish millage rates**
 - B. **Consideration to adopt resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2024**
 - C. **Consideration to adopt resolution to amend Water and Sewer Rates, effective July 1, 2024**
 - D. **Consideration to amend Employee Administrative Manual and Non-union Pay Plan effective July 1, 2024**
 - E. **Consideration to adopt Downtown Development Authority's Fiscal Year 2024-25 Budget and establish 2024 Principal Shopping District Special Assessment**

- F. Consideration to adopt Fiscal Year 2024-25 47th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets**
- G. Consideration to Amend Grand River Corridor Improvement Authority 2023-24 Budget**
- H. Consideration to Amend Brownfield Redevelopment Authority 2023-24 Budget**
- I. Resolution Approving Policy and Rules Regarding Alcohol on Public Property**
- J. Appointment of Treasurer**
- K. Temporary Polling Locations**
- L. Election Establishing Absentee Voter Counter Board**
- M. Interlocal agreement for Advanced Life Support Emergency Medical Services between the City of Farmington Hills and the City of Farmington**

8. OTHER BUSINESS

9. PUBLIC COMMENT

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: June 3, 2024	Item Number 4A
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Reappointment of Grand River Corridor Improvement Authority board members		
Proposed Motion: NA-consent agenda		
Background: The terms of Mark Accettura, Randy O'Dell and Richard Graham have expired on the Grand River Corridor Improvement Authority. All three would like to seek reappointment. Their new 3-year terms would be through 3/31/2027.		
Materials:		

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Reference Number 4B
Submitted by: Dave Murphy, City Manager		
<u>Description:</u> Brownfield Grant Agreement Between the Michigan Department of Environment, Great Lakes, and Energy and the City of Farmington.		
<u>Requested Action:</u> Enter into the proposed Brownfield Grant Agreement Between the Michigan Department of Environment, Great Lakes, and Energy and the City of Farmington. and authorize the Agreement to be signed by the City Manager and City Clerk, subject to any minor non-substantive amendments approved by the City Manager and the City Attorney's Office.		
<u>Background:</u> The City's Brownfield Consultant assisted the City in submitting a grant funding application to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to obtain grant funding for a portion of the Brownfield Plan Eligible Activities being completed in connection with the Maxfield Training Center remediation/Hillside Townes Development. EGLE approved the grant application and awarded the funds for use in connection with the Hillside Townes Act 381, Eligible Activities. The City's Brownfield Consultant will submit additional information to EGLE, including a grant funding work plan for review and approval by EGLE. This Grant Agreement between EGLE and the City sets forth the process for administering the grant funding, including but not limited to obligations for reporting, bidding requirements, and compliance with debarment, anti-lobbying and antidiscrimination requirements as required by state and federal law. The Agreement is in the standard format for an EGLE Grant Agreement and EGLE will not consider revisions. The Exhibit to the Agreement sets forth how the grant funding may be applied to project costs and expenses. EGLE will schedule a meeting with the City and the Developer to review the requirements of grant fund administration prior to implementing the Agreement.		
Materials: Draft agreement		

DRAFT



DRAFT

BROWNFIELD GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE CITY OF FARMINGTON

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Remediation and Redevelopment Division ("State"), and the city of Farmington ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Clean Michigan Initiative Implementation, Public Act 196, of Act 451 of 1994 as amended. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Hillside Townes

Location Code: 7M29

Amount of grant: \$1,000,000

Tracking Code: 2024-2547

Start Date: **Date executed by the State**

End Date: **Two Years after Start Date**

GRANTEE CONTACT INFORMATION:

Name/Title: David Murphy, City Manager

Organization: City of Farmington

Address: 23600 Liberty Street

City, State, ZIP: Farmington, Michigan 48335

Phone Number: 248-474-5500, ext. 2221

E-Mail Address: dmurphy@farmgov.com

Federal ID Number: 38-6604680

SIGMA Vendor Number: CV0047851

STATE'S CONTACT INFORMATION:

Name/Title: Michelle Bakun, Brownfield Coordinator
Division/Bureau/Office: Remediation and Redevelopment Division
Address: 525 West Allegan Street
City, State, ZIP: Lansing, Michigan 48933
Phone Number: 586-233-3408
E-Mail Address: BakunM@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

DRAFT

David Murphy, City Manager

Signature

Name/Title

Date

FOR THE STATE:

DRAFT

Mike Neller, Director

Signature

Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions 20 percent or less of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending

September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation for expenses must be included with the report as outlined in Appendix A.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by EGLE, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

Grant Administration costs are eligible for reimbursement in accordance with Appendix A. Grant administration costs will be limited to three percent (3%) of the total award amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance of long term response and due care activities; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice except for administrative or management costs directly related to implementing the grant; grant recipient staff time for application submittal; costs for eligible activities reimbursed under the Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended (Act 381); costs incurred for activities outside a State-approved work plan; labor overtime rates; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred.

Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts for work performed under this agreement that totals \$20,000 or more, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract for work performed under this agreement that totals \$20,000 or more, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Grantee. The Grantee shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) Subsurface work on contaminated properties that involves penetrating or disturbing the existing surfaces; working with subsurface infrastructure, monitoring wells, or sewers; handling of existing soil, sediments, or groundwater; or other site activities with the reasonable potential for unacceptable human exposure must be conducted by personnel in accordance with OSHA and MIOSHA requirements, including under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120, as applicable.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall try to secure a new development project for the property. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct compliance inspections to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to

provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. This Agreement may only be extended by a signed agreement between both parties.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A

APPENDIX A

for BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT

Project Details			
Project Name and Address	Hillside Townes 33000 and 33107 Thomas Street and 33104 Grand River Avenue Farmington, Michigan	Grantee / Borrower	City of Farmington
Tracking Code	2024-2547	Location Code	7M29
Capital Investment	\$19,529,627	Jobs Created	0
Total Grant Funding	\$1,000,000	Total Loan Funding	\$0

PROJECT DESCRIPTION: The grant will be used to facilitate the redevelopment of a former school and two vacant residential properties in the city of Farmington’s downtown area. The development will consist of a residential community that will include 53 owner-occupied family townhomes with open-spaces and amenities.

The properties are contaminated due to the presence of historic fill material and the use of underground storage tanks. The soil contamination at these properties may pose direct contact exposure and vapor intrusion risks to future buildings. Grant funding will be used to address contaminated soil and complete the demolition of existing site structures.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to transport and disposal of contaminated soils and soil verification sampling.
2. Demolition and asbestos abatement including, but not limited to demolition of the on-site building, pavement, and other site features.
3. To request closeout of the grant, the Grantee must provide a comprehensive grant closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant, relevant documentation, and any outstanding deliverables.
4. During the time of the grant funded activities, the Grantee is required to install a full color, 48” by 96” grommated vinyl sign, or equivalent, on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.

5. Grant administration including, but not limited to grant management, tracking, and reporting activities by Grantee.

Task	Grant
1. Due Care	\$646,500
2. Demolition and Asbestos Abatement*	\$345,000
3. EGLE Grant Closeout Report	\$5,000
4. EGLE Sign	\$500
5. Grant Administration	\$3,000
Total	\$1,000,000

* Demolition and abatement costs (Task 2) cannot exceed the total cost of environmental activities (Task 1) funded by EGLE and other sources. If demolition and abatement occur before the environmental activities, demolition and abatement reimbursement will be deferred until the environmental activity costs incurred equal or exceed the costs incurred for demolition and abatement.

In addition to the broad budget items above, the grant may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. Operation and maintenance plans must be prepared for any engineering controls implemented with the grant funding. All grant-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant reimbursement.

The grant administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to \$3,000 per work plan. If development of a work plan is expected to cost more than the pre-approved budget, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above. Refer to EGLE’s Brownfield Eligible Activity Resource document when preparing the work plan.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant must be provided to EGLE throughout the course of the grant. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE’s Brownfield Grant and Loan Deliverable Resource will be provided during the Kick-Off Meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the project is complete, including receipt of all deliverables and closeout reporting.

SCHEDULE: The grant administration and third-party environmental oversight professional tasks will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Due Care	Months 1-20
2	Demolition and Asbestos Abatement	Months 1-12
3	EGLE Grant Closeout Report	Months 20-24

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

Hillside Townes

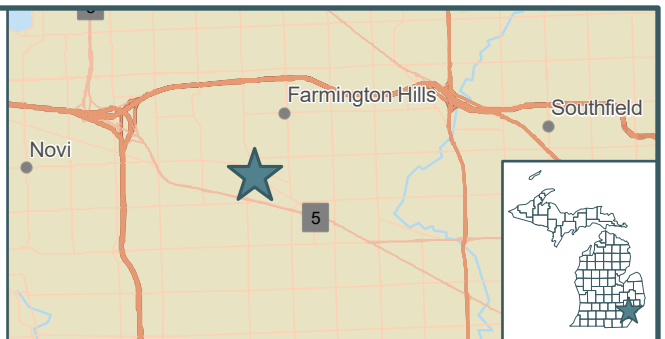


MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM

33000 and 33107 Thomas Street
33104 Grand River Avenue
Farmington 48336

— Project Boundary

EGLE Remediation and Redevelopment Division, 4/19/2024



**Farmington City Council
Staff Report**

**Council Meeting
Date: June 3, 2024**

**Reference
Number
4C**

Submitted by: Bob Houhanisin

Description Consideration to Approve an Intergovernmental Agreement with Oakland County and participating members of the Oakland County Tactical Training Consortium (OAK-TAC)

Requested Action To approve an Intergovernmental Agreement with Oakland County and participating members of the Oakland County Tactical Training Consortium (OAK-TAC)

Background OAK-TAC is a tactical training and education group and provides for the pooling of resources requiring the use of special weapons and multi-agency response. The City entered into an agreement with Oakland County and participating members in 2012. The agreement has been updated and includes the bylaws for the governing board of OAK-TAC. The agreement formalizes the requirement to pay annual dues. The City currently pays \$500 a year for membership.

The City may withdraw from the agreement with 30 days' notice. Each member is responsible for any disability and workers' compensation benefits, and other benefits related to disability and workers' compensation, for its own employees. Each member is responsible for any claims made against the member by a third-party, and for its own acts. There is no requirement for indemnification and no waiver of governmental immunity. Each member is required to have adequate insurance or self-insurance coverage to protect it from any claims related to the agreement and participation in OAK-TAC.

Membership in OAK-TAC has provided valuable training to the City's Public Safety Department and provides for the critical sharing of resources, if needed.

Materials: Agreement & letter

OAKLAND COUNTY TACTICAL CONSORTIUM AGREEMENT

This Agreement is made and entered into by and among the undersigned entities, which are collectively referred to in this Agreement as the “Members” or individually as a “Member”.

In 2012, certain Members entered into an Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium (OAK-TAC), and they now wish to amend and replace the existing agreement by executing this Agreement.

Members may include law enforcement agencies, other governmental entities, and non-governmental entities who share a common interest in the goals of OAK-TAC.

The purpose of this Agreement is to establish and document an organizational framework of collaboration and cooperation for OAK-TAC and its Members, who have a common interest in coordinating and standardizing training, communication, policies, and tactical response and recovery techniques.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Members agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Board** means OAK-TAC’s Board of Directors.
 - c. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Member, or for which a Member may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Fiduciary Member** means a Non-Voting or Voting Member appointed by the Board.
 - f. **Non-Voting Member** means an OAK-TAC Member that signs this Agreement and is not a law enforcement agency in Oakland County.
 - g. **Voting Member** means an OAK-TAC Member that signs this Agreement and is a law enforcement agency in Oakland County.
2. **AGREEMENT EXHIBITS.** The attached Exhibit A, Oakland County Tactical Consortium Bylaws (“Bylaws”), and any amendments thereto, are incorporated into and part of this Agreement.

3. **PURPOSE & OBJECTIVES OF OAK-TAC.** The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organization.
4. **POWERS OF THE BOARD.** The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; and to call for investigations of incidents involving the Members. The Board shall also have any other power or duty that has not been delegated to the Members in this Agreement and in the Bylaws.
5. **NON-EXCLUSIVE TRAINING.** No Member is obligated by this Agreement to use OAK-TAC exclusively for training and is expressly allowed to train internally or participate in other training programs.
6. **FUNDING.** OAK-TAC and its Board of Directors are not legal entities, so the Board shall appoint a Fiduciary Member, according to the process herein. The Fiduciary Member shall receive any income generated by OAK-TAC through its Members’ dues and training events. The Fiduciary Member shall not decide the allocation of funds. The allocation of OAK-TAC funds shall be decided by the Board.
7. **NEW MEMBERSHIP.** An entity that wishes to become a Member of OAK-TAC must make its request to the Board Secretary. Membership shall be approved upon a two-thirds (2/3) vote of the Voting Members. If approved, that entity must become a signatory and execute this Agreement within 6 months of approval by the Board to become a Member of OAK-TAC.
8. **DUES.** All Members shall be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
9. **COMPENSATION.** No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.
10. **MEMBER INSURANCE REQUIREMENTS.** Each Member shall have adequate insurance or self-insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in OAK-TAC.

11. **REMOVAL OF MEMBERS.** A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
12. **DURATION OF AGREEMENT.**
 - a. This Agreement and any amendments hereto shall be effective when executed by the Members. Voting and Non-Voting Members that are governmental entities must also have resolutions passed by their governing bodies, and this Agreement and any amendment must be filed in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of each governmental entities' governing bodies.
 - b. This Agreement shall remain in effect for so long as two or more Voting Members remain and the Agreement is not terminated in accordance with Section 13.b.
13. **TERMINATION OR CANCELLATION OF AGREEMENT.**
 - a. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
 - b. This Agreement shall be terminated upon a unanimous vote of all Voting Members.
14. **ASSETS UPON TERMINATION.** Upon termination of this Agreement, any expenses or outstanding liabilities shall be paid with OAK-TAC's funds. Any remaining funds shall be distributed to the existing Members on an equitable basis, as determined by the Board.
15. **AGREEMENT MODIFICATION OR AMENDMENT.** Any modifications, amendments, restatements of this Agreement, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by all Members. Unless otherwise agreed, the modification, amendment, reinstatement, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by law. Notwithstanding the language herein, an amendment to add an additional member pursuant to Section 7 shall only require the additional member to become a signatory to this Agreement and they must forward their signature page to the Board.
16. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** This Agreement does not establish an employer-employee relationship between the Members (including the Board). No liability, right, or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or the services or training performed pursuant to this Agreement.
17. **LIABILITY FOR MEMBER EMPLOYEES.** Each Member shall be responsible and liable for any disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
18. **COMPLIANCE WITH LAWS.** Each Member shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
19. **PERMITS AND LICENSES.** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this

Agreement. Upon request by the Board, a Member shall furnish copies of any permit, license, certificate, or governmental authorization to the Board.

20. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Member shall be responsible for any Claims made against that Member by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** In any Claim that may arise from the performance of this Agreement, each Member shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** No Member shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by any other Member or any of its agents in connection with any Claim.
- d. **Authorization and Completion of Agreement.** The Members have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Member have legal authority to sign this Agreement and bind the Members to the terms and conditions contained herein.

21. **DISCRIMINATION.** Members shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

22. **DELEGATION OR ASSIGNMENT.** No Member shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Members.

23. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Members. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Member.

24. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Members, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

25. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Member to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Member shall subsequently affect its right to require strict performance of this Agreement.

26. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

27. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
28. **NOTICE**. Any written notice required or permitted under this Agreement shall be considered delivered to a Member as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service, or the next business day with a written response or receipt of confirmation, if sent by e-mail. Each Member is responsible for ensuring the Board has its updated physical and e-mail addresses for notice under this Agreement. The Board will maintain this list and provide it to a Member upon request.
29. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
30. **SURVIVAL OF TERMS**. The Members understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. **COUNTERPARTS & ELECTRONIC SIGNATURE**. This Agreement, including any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, and any amendments, it shall not be necessary to produce or account for more than one such counterpart executed by the Member against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
32. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Members, and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Members. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member.

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

OAKLAND COUNTY SHERIFF’S OFFICE

By: _____
Print Name: Michael J. Bouchard
Title: Sheriff
Date: _____

IN WITNESS WHEREOF, Mayor Joe LaRussa hereby acknowledges that he/she has been authorized by a resolution of the Farmington Public Safety Department, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Joe LaRussa, Mayor

DATE: _____

WITNESSED: _____
Meaghan Bachman, Clerk

DATE: _____

(INSERT ENTITY’S NAME)

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

BYLAWS OF OAKLAND COUNTY TACTICAL CONSORTIUM

ARTICLE I

Name, Purpose, and Definitions

- 1.1. Name. The name of this Consortium shall be the “Oakland County Tactical Consortium”, also referred to as “OAK-TAC”.
- 1.2. Purpose and Objectives. The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organizations.
- 1.3. Definitions. Any words or expressions defined in the Oakland County Tactical Consortium Agreement shall have the same meaning in these Bylaws.

ARTICLE II

Membership

- 2.1. Request for Membership. Any political subdivision in Oakland County that has law enforcement personnel and provides law enforcement services may be eligible to become a Voting Member of OAK-TAC. This includes colleges and universities in Oakland County that provide public safety coverage through the use of sworn police personnel. Any other legal entity whose membership would benefit OAK-TAC through training, partnerships, or other supporting functions, may be eligible to become a Non-Voting Member of OAK-TAC.

All requests for membership shall be made in writing to the Secretary of OAK-TAC stating the prospective member’s ability to meet all of the requirements set forth in the Agreement. The request must be made by an authorized signor from the prospective member.

- 2.2. Receipt of Membership Request. The Secretary shall send a copy of the request for membership to each Voting Member. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.
- 2.3. Approval. Approval of membership shall be granted upon a two-thirds (2/3) vote of the Voting Members. Upon approval, the prospective member can execute the Agreement in accordance with the terms therein to become a Member.
- 2.4. Removal. A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
- 2.5. Withdrawal. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
- 2.6. Representation. Each Voting Member shall be represented by its Sheriff, Chief of Police, Director of Public Safety, Chief Executive Officer, or a designee of the Sheriff, Chief of Police, Director of Public Safety, or Chief Executive Officer.
- 2.7. Voting. Each Voting Member, or designated representative, present at a meeting, shall have one (1) vote on all items brought before the Board for Voting Members, and must be present in person at the meeting to cast their vote.
- 2.8. No Compensation. No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.

ARTICLE III

The Board, the Officers, and the Fiduciary Member

- 3.1. Officers. The Board shall consist of the following Officers: President, Vice President, Secretary, Treasurer, and three Trustees.
- 3.2. Term of Office. Each Officer's term of office shall be from January 1st to December 31st of each year, until such successor is duly elected.
- 3.3. Election of Officers. The election of Officers shall be conducted at the first regularly scheduled meeting where a quorum is present after September 30th of each year. Officers elected before January 1st shall take office on January 1st. If there is not a quorum at a regularly scheduled meeting between September 30th and December 31st of any year, the Officers of OAK-TAC shall be elected at the first regularly scheduled meeting when a quorum is present after January 1st, and the Officers shall commence their terms immediately. Officers shall be elected by a majority vote of the Voting Members present and voting at a duly constituted meeting.

- 3.4. Vacancies. If an Officer vacates their position mid-term for any reason, nominations shall be made and voted on at the next regularly scheduled meeting or at a special meeting called by the President, or, in the President's absence, the Vice President of OAK-TAC.
- 3.5. Removal. An Officer may be removed from the Board with or without cause upon a two-thirds (2/3) vote of the Voting Members.
- 3.6. Duties of Officers. The President shall be the chief Officer of OAK-TAC. The President shall preside over all meetings of OAK-TAC and set the meeting agenda. The President shall call meetings as necessary, as requested by a majority of the Voting Members, or on an emergency basis. The President shall also have the power to appoint an at-large member or members to assist the Board with special projects or assignments during their term in office.

The Vice President shall assume the duties of the President if the President is absent or unavailable for any reason.

The Secretary shall assume the duties of the President if the President and the Vice President are absent or unavailable. The Secretary shall keep the records and minutes of OAK-TAC and shall provide each Member of OAK-TAC with a copy of the meeting minutes from the last meeting in advance of the next regularly scheduled meeting. The Secretary shall also maintain a roster of Members (with their physical and e-mail addresses), the Agreement, these Bylaws, and all other OAK-TAC documentation. It shall be the Secretary's duty to receive and acknowledge all communications of OAK-TAC, and perform such duties as assigned by the President.

The Treasurer shall be responsible for the management and oversight of the financial affairs, including facilitating the adoption of an annual budget, completing invoices, as well as reviewing and approving the payment of expenses by the Fiduciary Member.

The Trustees shall only have the power to vote.

- 3.7. Powers of the Board. The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; to call for investigations of incidents involving the Members. and to perform any other function stated in the Agreement and these Bylaws. The Board shall also have any other power or duty that has not been delegated to the Members in the Agreement and in these Bylaws.
- 3.8. The Fiduciary Member. The Fiduciary Member of OAK-TAC shall be appointed upon a two-thirds (2/3) vote of the Board. The Fiduciary Member shall be the custodian and sole depositor of OAK-TAC's funds and shall disburse such funds as herein authorized or upon approval of the Board. The Fiduciary Member shall render a complete summary of any income, disbursements, and balances, whenever requested by the Board, and to the Members at each regularly scheduled meeting. A written copy of the same shall be made available to any Member upon request.

ARTICLE IV

Meetings

- 4.1. Regular Meetings. Regular meetings of OAK-TAC shall be held on dates approved by the Board that shall allow the majority of Voting Members to attend.
- 4.2. Special Meetings. Special meetings of OAK-TAC may be called by the President, or by a majority vote of the Voting Members. The place and time shall be determined by the President. Members must receive at least five (5) days' notice with the place and time of the special meeting stated in the notice.
- 4.3. Rules of Order. The most recently published version of Robert's Rules of Order shall be the parliamentary authority of the Board and shall govern proceedings of the Board and its Committees. Bylaws adopted by the Board that conflict with Robert's Rules of Order shall supersede any conflicting rules.
- 4.4. Motions requiring special procedures. All proposed motions for termination of OAK-TAC or decisions regarding assessments and/or dues to each Member must be announced at a meeting at least one month prior to the meeting where a vote on such a motion is scheduled.
- 4.5. Quorum. Unless otherwise stated herein, a quorum shall be required for the conduct of any business at regular or special meetings. A quorum for an action of the Voting Members shall be the minimum number of Voting Members required to pass that item. A quorum for an action of the Board shall be five (5) Officers; however, unless otherwise stated herein, approval of any item before the Board shall only require a majority vote of the Board.
- 4.6. Attendance. Any Voting Member whose designated representative fails to attend three (3) consecutive meetings of OAK-TAC within one calendar year should be notified of such absences by the Secretary.
- 4.7. Fiduciary Duties. Members are under a fiduciary duty to conduct the activities and affairs of OAK-TAC in the best interests of OAK-TAC. The Members shall discharge this duty in good faith. In the event that any Members of OAK-TAC, including the Board, are faced with a conflict of interest between their fiduciary duty to OAK-TAC and the duty owed to their organization, those Members should refrain from voting on the issue that presents a conflict of interest.

ARTICLE V

Dues, Fees, and Other Charges

- 5.1. Dues. All Members will be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates and due dates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.

- 5.2. Fees and Other Charges. Fees or other charges assessed by OAK-TAC, including any conditions of payment (i.e., due dates), shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
- 5.3. Failure to Pay. The failure of any Member to pay dues, fees, or other charges within ninety (90) days of the due date may result in that Member's forfeiture from OAK-TAC without a vote. Reinstatement shall be granted upon a two-thirds (2/3) vote of the Voting Members and payment of all arrears.
- 5.4. Annual Dues will not be Prorated. If new prospective members are accepted for Membership after the annual dues have been assessed for that year, they will not be responsible for the annual dues that year. The new Members will be responsible for annual dues starting the following year.

ARTICLE VI

Committees

Special Committees and Sub-Committees. The Board may establish such committees and sub-committees as necessary to conduct the OAK-TAC's business. Ad hoc committees may be established by a majority vote of the Board for short-term purposes; however, any committee whose active work continues for greater than one (1) year shall be considered a standing committee, except by majority vote of the Board. Standing committees may be established by a majority vote of the Board.

ARTICLE VII

Amendments

- 7.1. Requirements. These Bylaws may be amended at any regular or special meetings of the Board by a two-third (2/3) vote of the Voting Members and in the following manner:
 - a. Any Voting Member in good standing at a regular meeting may propose an amendment, alteration, revision, or addition to these Bylaws.
 - b. A written copy of the proposed amendment, alteration, revision, or addition shall be filed with the Secretary.
 - c. The Secretary shall include the proposed amendment, alteration, revision, or addition in the minutes, and read the proposal at two successive meetings, and it shall be voted upon at the second successive meeting.
- 7.2. Effective Date. Amendments to these Bylaws shall be effective thirty (30) days after they are approved; unless a longer period of time is designated by a majority vote of the Board.

JOELLEN SHORTLEY
jshortley@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 12, 2024

Director Bob Houhanisin
Farmington Public Safety Department
23600 Liberty Street
Farmington, MI 48335

RE: OAK-TAC Interlocal Agreement

Dear Director Houhanisin:

You asked us to review the updated agreement between several communities in the area regarding the Oakland County Tactical Training Consortium (OAK-TAC). The original agreement was entered into in 2012. The new agreement replaces the previous one.

As you know, the agreement relates to the pooling of resources for tactical training and education on events requiring the use of special weapons and multi-agency response. The agreement provides for the purposes and objectives of OAK-TAC, the powers of the Board of Directors and membership. The bylaws are included in the agreement. The original agreement did not have a funding obligation for the City of Farmington with respect to OAK-TAC. The proposed agreement establishes annual dues for members. It is my understanding that the City of Farmington is currently paying annual dues of \$500. Under the agreement, the Board of Directors shall decide the allocation of OAK-TAC funds.

With regard to termination of the agreement, any member can withdraw within thirty days' notice, with or without cause. Automatic termination occurs if there is only one remaining member or if there is a unanimous vote of all members. If there are any assets upon termination, they are equitably distributed between members as determined by the Board.

Regarding liability, each member is responsible for any disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation, for its own employees. Each member is responsible for any claims made against the member by a third-party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this agreement. We usually ask to have the liability for subcontractors removed from agreements. However, this agreement has apparently already been approved by Oakland County and you have assured me that only public safety officers will be participating in OAK-TAC trainings and collaborations on behalf of the City.

Most importantly, there is no requirement for indemnification and no waiver of governmental immunity. Each member is required to have adequate insurance or self-insurance coverage to protect it from any claims related to the agreement and participation in OAK-TAC. The City is not required to provide proof of insurance to the OAK-TAC Board as in the prior agreement.

Based upon the foregoing, and the limited nature of the agreement, we see no legal impediment to the City entering into this arrangement with Oakland County and other area communities.

If you have any questions regarding the above, please do not hesitate to call.

Sincerely,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

Joellen Shortley

cc: David Murphy, City Manager
Thomas Schultz, City Attorney

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Item Number 4D
Submitted by: Chris Weber		
Agenda Topic: Consideration of Shared Streets and Spaces Grant Program		
Proposed Motion: Move to approve a resolution authorizing the City to submit an application for the Shared Streets and Spaces Grant Program		
Background: MDOT Fiscal Year 2024 budget includes a one-time appropriation of \$3.5 million intended to support quick-build projects with the purpose of making communities more walkable, bikeable and transit- and micromobility-friendly. The appropriation funds the Shared Streets and Spaces Grant (SSSG) program, which can award grants up to \$200,000. This program is being administered by MDOT with no local match requirement. City and DDA Administration would like to apply for this grant to fund a portion of the Mason’s Corner project. This project was chosen because it most closely matches the grant criteria. The City’s Pathways Committee and Downtown Development Authority have collaborated on putting together the grant request, which is due June 7 th . Special thanks to Heather Davies, Sue Lover, and Maria Taylor of the Pathways Committee and Kate Knight of the DDA for putting together this grant application. The resolution states that the City “commits to additional funding that may be required over and beyond the grant amount”. Funding for the project is included in the both the City and DDA budgets. Receiving this grant would allow the City and DDA to reallocate this funding to other important projects.		
Materials: Shared Streets and Spaces Grant Program		

City of _____
STATE OF MICHIGAN

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPLICATION AND IMPLEMENTATION OF
MICHIGAN SHARED STREETS AND SPACED GRANT

WHEREAS, the City of Farmington is an incorporated municipality of the State of Michigan and therefore an eligible applicant to apply for the one-time appropriation of Shared Streets and Spaces Grant (SSSG) funding through the Michigan Department of Transportation, and

WHEREAS, the City of Farmington strives for a more walkable, bikeable, and transit-friendly community, and is submitting an application for funding for the Masonic Plaza in Downtown Farmington project, and

WHEREAS, the City of Farmington finds that this project uses *innovation* and forward-thinking project planning, design, and construction, considers *equity and accessibility* in the selection of the project, and meets program goals, and

WHEREAS, the City of Farmington has worked across municipal departments to gain broader agency support and *coordination for ease of implementation* as desired by the program goals, and

WHEREAS, the City of Farmington has presented the project in a public forum and notified the community at large about this application and exciting opportunity, and

WHEREAS, the City of Farmington authorizes David Murphy, City Manager, as representative on behalf of the city to sign a contract upon receipt of a grant funding award.

NOW, THEREFORE BE IT RESOLVED:

That the City of Farmington hereby submits to the State of Michigan an application for the Shared Streets and Spaces Grant program for the project described herein, and commits to additional funding that may be required over and beyond the grant amount, and

That the City of Farmington hereby agrees to the implementation and continued maintenance of the resulting Shared Streets and Spaces Grant project.

AYES: NAYS: ABSENT:

Certification:

Signed: _____

Date: _____

**Farmington City Council
Staff Report**

**Council Meeting
Date:** June 3, 2024

**Reference
Number
6A**

Submitted by: David Murphy, City Manager

Agenda Topic: Public Hearing – Fiscal Year 2024-25 Budget and Millage Rates

Proposed Motion:

Open public hearing: accept comments from the public; close public hearing.

Background

On April 22, 2024 City Manager presented the 2024-2025 proposed budget to City Council. The City Manager provided a brief overview highlighting the proposed budget, including:

The City's overall millage rate is decreasing due to the headlee rollback

The Budget includes capital purchases and improvements such as:

- Public Safety Vehicles
- Caddell Drain Project
- Mansion Repairs
- Pathway to Shiawassee
- Salt Shed
- Fire Truck
- Thomas and School Street, Freedom Road
- Sidewalk Projects
- Water Booster, Wastewater Pump Station and Retention Basin Improvements
- Salt Truck

Subsequent to the budget presentation, one change to the 2024-25 budget has been made.

Water and Sewer Fund –

1. The water and sewer rate increase was reduced from 6.5% to 4%. This resulted in a decrease in Water and Sewer Sales of \$128,641. This reduction in revenue is partially offset by a reduction in Operations and Maintenance of \$42,169, resulting from a lower than anticipated increase in rates from the Evergreen Farmington Sanitary Drain System.

At the May 20, 2024 meeting, City Council scheduled a public hearing for the proposed Fiscal Year 2024-25 budget and millage rates.

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Reference Number 7A	
Submitted by: David Murphy, City Manager			
Description Consideration to Adopt Fiscal Year 2024-25 Budget and Establish Millage Rates			
Requested Action Move to adopt resolution regarding Fiscal Year 2024-25 Budget and Millage Rates.			
<p>Background The City Manager submitted the Proposed Fiscal Year 2024-25 Budget at the April 15, 2024 Council meeting as required by the City Charter. The City Council reviewed the proposed budget at the April 22, 2024 study session.</p> <p>As required by the City Charter and the Uniform Budgeting and Accounting Act, the City Council scheduled a budget and millage public hearing with the proposed overall millage rate set at 18.2146 mills. The public notice was published in the Oakland Press and posted on the City's website.</p> <p>Included with this report is a summary of the overall fund budgets. The amounts in the resolution can be changed prior to the adoption of the budget. In addition, the resolution contains language to levy a total of 18.2146 mills, with 13.6000 mills for General Operating, 0.4000 for Capital Improvements, 2.0000 mills for Capital Improvements Millage Fund and 1.3975 mills for Road Improvement.</p> <p>On April 22, 2024 Administration presented the 2024-2025 proposed budget to City Council. Subsequent to the presentation, one change was made to the 2024-25 budget:</p> <p>Water and Sewer Fund –</p> <ol style="list-style-type: none"> 1. The water and sewer rate increase was reduced from 6.5% to 4.0%. This resulted in a decrease in Water and Sewer Sales of \$128,641. This reduction in revenue is partially offset by a reduction in Operations and Maintenance of \$42,169, resulting from a lower than anticipated increase in rates from the Evergreen Farmington Sanitary Drain System. <p>Attachments: Budget Adoption Resolution 2024-2025</p>			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON
RESOLUTION _____

Motion by, _____ seconded by, _____, to adopt the following resolution:

WHEREAS, the City Manager has presented to the Council a proposed budget for the fiscal year beginning July 1, 2024 in accordance with the provisions of the City Charter; and

WHEREAS, the City Council has held public hearings in accordance with the provisions of the State Constitution and Statutes and the City Charter; now

THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the FY 2024-25 budget as shown in the proposed FY 2024-25 budget document and including such changes to the proposed budget as approved by Council; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby authorized to pay all claims and accounts properly chargeable to the appropriations contained in the FY 2024-25 budget, as may be amended by the Council from time to time, provided that said claims and accounts have been lawfully incurred and approved by Council or any other elected or appointed officer of the City authorized to make such expenditures; and

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations for the General Fund the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of fourteen dollars (\$13.6000) per thousand dollars of Taxable Value to collect the charter authorized millage; and

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations for the General Fund the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of eighty-eight and twelve hundredth cents (\$0.8171) per thousand dollars of Taxable Value to collect the 2018 voter approved millage; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of two dollars (\$2.0000) per thousand dollars of Taxable Value to collect the 2018 voter approved, dedicated millage for capital improvements; and

BE IT FURTHER RESOLVED that the City Treasurer is hereby directed to spread taxes on real and personal property in the amount of one dollar and forty-two and ninety-three hundredth cents (\$1.3975) per thousand dollars of Taxable Value to collect the 2014 voter approved, dedicated millage for road improvements; and

BE IT FURTHER RESOLVED that property tax payments which have been deferred in accordance with State of Michigan Statutes may be unpaid until February 28 without penalty; and

BE IT FURTHER RESOLVED that the City shall collect a one percent (1%) administration fee on all taxes collected by the City; and

BE IT FURTHER RESOLVED that all summer taxes unpaid as of September 1 will incur a 1% collection fee and interest will be charged at the rate of 1% per month in accordance with the provisions of the City Charter; and, that all winter taxes unpaid as of February 15 through the last day of February shall be assessed a three percent (3%) penalty in accordance with the provisions of the State of Michigan Statutes; and

BE IT FURTHER RESOLVED that the following sums are hereby appropriated as the budget for the City of Farmington for fiscal year 2024-2025, beginning July 1, 2024 and ending June 30, 2025:

GENERAL FUND		
Beginning Fund Balance (Projected)	\$	3,456,707
Revenues		
Property Taxes	\$	6,590,579
Licenses & Permits		313,520
Federal Grants		30,357
State Shared Revenues		1,568,667
Charges For Services		2,196,076
Fines & Forfeits		360,000
Other Revenues		503,588
Transfer, Capital Improvement Fund		232,900
Total Revenues	\$	11,795,687
Expenditures		
General Government	\$	2,465,590
47th District Court		520,694
Public Safety		5,275,462
Public Works		1,474,675
Health & Welfare		7,140
Community & Economic Development		251,359
Recreation & Cultural		973,143
Contingency		20,000
Transfer, Debt		735,624
Transfer, Theater		72,000
Total Expenditures	\$	11,795,687
Revenue Over/(Under) Expenditures	\$	-
Ending Fund Balance	\$	3,456,707

STREET FUNDS

MAJOR STREET FUND:		
Beginning Fund Balance (Projected)	\$	850,134
Revenues		
State Shared Revenue	\$	938,802
Contracts		147,198
Other Revenues		35,000
Transfer, Municipal Street Fund		520,000
Total Revenues	\$	1,641,000
Expenditures		
Construction	\$	1,377,100
Operation & Maintenance		438,578
Transfer, Local Street Fund		230,000
Debt Service		131,013
Total Expenditures	\$	2,176,691
Revenue Over/(Under) Expenditures	\$	(535,691)
Ending Fund Balance	\$	314,443

LOCAL STREET FUND:		
Beginning Fund Balance (Projected)	\$	105,882
Revenues		
State Shared Revenue	\$	389,325
Other Revenues		29,500
Transfer, Municipal Street Fund		75,000
Transfer, Major Street Fund		230,000
Total Revenues	\$	723,825
Expenditures		
Construction	\$	379,000
Operation & Maintenance		342,740
Total Expenditures	\$	721,740
Revenue Over/(Under) Expenditures	\$	2,085
Ending Fund Balance	\$	107,967

MUNICIPAL STREET FUND:		
Beginning Fund Balance (Projected)	\$	547,674
Revenues		
Property Taxes	\$	615,857
State Shared Revenue		7,000
Other Revenues		22,000
Total Revenues	\$	644,857
Expenditures		
Transfer, Major Street Fund	\$	520,000
Transfer, Local Street Fund		75,000
Total Expenditures	\$	595,000
Revenue Over/(Under) Expenditures	\$	49,857
Ending Fund Balance	\$	597,531

OTHER SPECIAL REVENUE FUNDS

OPIOID SETTLEMENT FUND:		
Beginning Fund Balance (Projected)	\$	18,899
Revenues		
Opioid Settlement Revenue	\$	4,000
Other Revenue		500
Total Revenues	\$	4,500
Expenditures		
Opioid Mitigation	\$	-
Total Expenditures	\$	-
Revenue Over/(Under) Expenditures	\$	4,500
Ending Fund Balance	\$	23,399

AMERICAN RESCUE ACT FUND:		
Beginning Fund Balance (Projected)	\$	78,780
Revenues		
Federal Grants	\$	593,840
Other Revenue		27,000
Total Revenues	\$	620,840
Expenditures		
Ambulance Services	\$	275,000
Construction		415,000
Total Expenditures	\$	690,000
Revenue Over/(Under) Expenditures	\$	(69,160)
Ending Fund Balance	\$	9,620

CAPITAL PROJECTS FUNDS

CAPITAL IMPROVEMENT FUND		
Beginning Fund Balance (Projected)	\$	615,112
Revenues		
Property Taxes	\$	175,458
Investment Income		16,000
Total Revenues	\$	191,458
Expenditures		
Transfer, General Fund	\$	232,900
Transfer, Theater Fund		70,000
Total Expenditures	\$	302,900
Revenue Over/(Under) Expenditures	\$	(111,442)
Ending Fund Balance	\$	503,670

CAPITAL IMPROVEMENT MILLAGE FUND		
Beginning Fund Balance (Projected)	\$	1,724,157
Revenues		
Property Taxes	\$	877,289
Grants		2,167,906
State Shared Revenue		11,624
Investment Income		40,000
DDA Contribution		104,222
Total Revenues	\$	3,201,041
Expenditures		
Capital Outlay	\$	4,244,750
Debt		404,422
Total Expenditures	\$	4,649,172
Revenue Over/(Under) Expenditures	\$	(1,448,131)
Ending Fund Balance	\$	276,026

ENTERPRISE FUNDS

WATER & SEWER FUND:		
Beginning Fund Balance (Projected)	\$	2,191,424
Revenues		
Water & Sewer Sales	\$	5,604,173
Other Revenues		269,476
Total Revenues	\$	5,873,649
Expenditures		
Operations & Maintenance	\$	4,778,308
Capital Outlay		371,668
Debt, Principal and Interest		476,933
Transfer, OPEB Debt Service		38,717
Total Expenditures	\$	5,665,626
Revenue Over/(Under) Expenditures	\$	208,023
Ending Fund Balance	\$	2,399,447

FARMINGTON CIVIC THEATER FUND:		
Beginning Fund Balance (Projected)	\$	(104,301)
Revenues		
Admissions/Rentals/Concessions	\$	434,314
Other Revenues		8,645
Transfer, General Fund		72,000
Transfer, Capital Improvement Fund		70,000
Total Revenues:	\$	584,959
Expenditures		
Operations & Maintenance	\$	520,943
Debt Service		6,160
Capital Outlay		70,000
Total Expenditures	\$	597,103
Revenue Over/(Under) Expenditures	\$	(12,144)
Ending Fund Balance	\$	(116,445)

DEBT SERVICE FUNDS

NONVOTED DEBT SERVICE FUND:	
Beginning Fund Balance (Projected)	\$ 2,805
Revenues	
Transfer, General Fund	\$ -
Total Revenues	\$ -
Expenditures	
Maxfield Training Center Installment	\$ -
Total Expenditures	\$ -
Revenue Over/(Under) Expenditures	-
Ending Fund Balance	\$ 2,805

STREETSCAPE DEBT SERVICE FUND	
Beginning Fund Balance (Projected)	\$ -
Revenues	
DDA Contribution	\$ 73,101
Total Revenues	\$ 73,101
Expenditures	
Bonds, Principal	\$ 65,000
Bonds, Interest	7,801
Bonds, Paying Agent	300
Total Expenditures	\$ 73,101
Revenue Over/(Under) Expenditures	\$ -
Ending Fund Balance	\$ -

GROVE SPECIAL ASSESSMENT DEBT SERVICE FUND	
Beginning Fund Balance (Projected)	\$ 46,981
Revenues	
DDA Contribution	32,983
Other Revenues	2,000
Total Revenues	\$ 34,983
Expenditures	
Bonds, Principal	\$ 20,000
Bonds, Interest	12,733
Bonds, Paying Agent	250
Total Expenditures	\$ 32,983
Revenue Over/(Under) Expenditures	\$ 2,000
Ending Fund Balance	\$ 48,981

OPEB DEBT SERVICE FUND	
Beginning Fund Balance (Projected)	\$ 33,238
Revenues	
Transfer, General Fund	\$ 735,624
Transfer, Water & Sewer	38,717
Other Revenues	1,500
Total Revenues	\$ 775,841
Expenditures	
Bonds, Principal	\$ 610,000
Bonds, Interest	163,291
Bonds, Paying Agent	1,050
Total Expenditures	\$ 774,341
Revenue Over/(Under) Expenditures	\$ 1,500
Ending Fund Balance	\$ 34,738

INTERNAL SERVICE FUNDS

EMPLOYEE ACCRUED BENEFITS FUND		
Beginning Fund Balance (Projected)	\$	97,715
Revenues		
Charges to Other Funds	\$	10,000
Other Revenues		15,000
Total Revenues:	\$	25,000
Expenditures		
Salaries, Accrued Benefits	\$	10,000
Total Expenditures	\$	10,000
Revenue Over/(Under) Expenditures	\$	15,000
Ending Fund Balance	\$	112,715

SELF INSURANCE FUND:		
Beginning Fund Balance (Projected)	\$	261,867
Revenues		
Charges to Other Funds	\$	212,976
Other Revenues		40,300
Total Revenues	\$	253,276
Expenditures		
Claims Expense	\$	43,000
Admin and Reinsurance		212,976
Total Expenditures	\$	255,976
Revenue Over/(Under) Expenditures	\$	(2,700)
Ending Fund Balance	\$	259,167

DPW EQUIPMENT REVOLVING FUND		
Beginning Fund Balance (Projected)	\$	262,259
Revenues		
Equipment Rental	\$	534,000
Other Revenues		18,151
Total Revenues	\$	552,151
Expenditures		
Operations & Maintenance	\$	346,455
Capital Outlay		367,066
Total Expenditures	\$	713,521
Revenue Over/(Under) Expenditures	\$	(161,370)
Ending Fund Balance	\$	100,889

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

ROLL CALL:

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

MEAGHAN BACHMAN, CITY CLERK

.....

I, Meaghan Bachman, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, June 19, 2023, in the City of Farmington, Oakland County, Michigan.

MEAGHAN BACHMAN, CITY CLERK

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2024

**Reference
Number
7B**

Submitted by: David Murphy, City Manager

Description Consideration to Adopt Resolution to Amend Residential Refuse/Recycling User Charge

Requested Action Move to adopt resolution to amend Residential Refuse/Recycling User Charge effective July 1, 2024

Background

The Refuse/recycling user charge is structured to cover the full cost of residential refuse collection, yard waste collection, recycling, the household hazardous waste collection program, RRRASOC administrative costs, and the cost associated with the fall leaf collection program. The charge would be placed on the July and December tax bills for residential units.

The following 188 condominium units do not receive the leaf collection service in the Fall: Tana Hill (6), Adams Manor (6), Pinewoods (40), Winset (55), Tall Pines (3), and Heritage Village (78). The following 37 multijurisdictional housing developments do not receive leaf collection in the Fall: Mission Court/Lane (12), Lark Harbor Court (14), Woodhaven Court (3), Fairview Court (5), Freedom Road (3). As a result, a separate fee is charged that excludes the leaf collection costs for these 225 units. The attached resolution includes this separate charge.

Chapter 16 of the City Code contains a provision which allows the City Clerk to waive the recycling fee based on applications verifying economic hardship or permanent physical handicap. Each year, the clerk receives five or six such applications. The contract with Waste Management does not provide a per unit cost breakdown for the solid waste, recycling collection, and yard waste services. Therefore, City Administration has estimated the cost of the recycling fee and waiver to be \$150.78.

Materials: Resolution

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING RESIDENTIAL REFUSE/RECYCLING USER FEE, AMENDING A REFUSE/RECYCLING FEE WITHOUT THE LEAF COLLECTION PROGRAM, AND AMENDING THE DOLLAR AMOUNT SUBJECT TO THE RECYCLING WAIVER, EFFECTIVE JULY 1, 2024.

WHEREAS, the Farmington City Council is authorized by Section 16-34 of the Code of Ordinances to establish a residential user fee to defray the City's costs for providing solid waste collection and disposal, recycling collection and processing, recycling administration, yard waste collection and processing, leaf collection and processing, and household hazardous waste collection and processing services; and

WHEREAS, the City of Farmington contracts with Waste Management, Inc. to provide solid waste collection, yard waste collection, and recycling collection services for residential customers in the City, for which the City pays a contractual fee; and

WHEREAS, the City of Farmington has agreed to deliver recycled materials to the facility owned by the Resource Recovery and Recycling Authority of Southwest Oakland County (RRRASOC); and

WHEREAS, the City of Farmington, along with other participating communities, contracts with RRRASOC to administer the recycling facility and other recycling programs in exchange for a fee paid to RRRASOC; and

WHEREAS, the City of Farmington participates in the Household Hazardous Waste Collection Program administered by RRRASOC; and

WHEREAS, as part of the City's recycling program, each fall the Farmington Department of Public Works collects and disposes of leaves raked to the curb by residents; and

WHEREAS, the Refuse/Recycling User Fee is intended to defray the City's expenses in providing these services to its residents as estimated in the Fiscal Year 2024-25 Budget, effective July 1, 2024; and

WHEREAS, there are 2,763 residential units that currently receive all of the refuse/recycling services within the City of Farmington; and

WHEREAS, there are 188 condominium units that receive all of the refuse/recycling services except for the leaf collection program; and

WHEREAS, there are 37 homes in small residential developments that have houses built in both Farmington and Farmington Hills and providing leaf collection services in these multijurisdictional developments would be impractical; and

WHEREAS, in accordance with the preceding, the user fee would be based on the costs incurred by the City for the 2024-25 fiscal year in accordance with the following:

	<u>Annual Budget</u>	<u>Per Unit Cost</u>
Waste Management Service Contract	\$565,476	\$ 189.25
Recycling Administration	16,315	5.46
Hazardous Waste Collection and Services	26,000	8.70
Other Operating Expenses	<u>66,840</u>	<u>22.37</u>
Total	<u>\$674,631</u>	<u>\$ 225.78</u>

WHEREAS, the unit price for residential units receiving leaf collection program service is \$49.56 based on a budgeted cost of \$136,394 for Fiscal Year 2024-25 and 2,763 residential units; and

WHEREAS, Chapter 16, Garbage and Rubbish, of the City Code permits a waiver of the recycling fee based on economic hardship requirements specified in Section 16-34.5 or disability as contained in Section 16-27.5; and

WHEREAS, City Administration is recommending that the amount for the recycling economic hardship waiver be \$150.78.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby establishes a residential refuse/recycling user fees and recycling waiver amount as indicated below, effective July 1, 2024:

1. Residential Refuse/Recycling fee - \$275.34 with \$137.67 levied with the July 2024 tax bill and \$137.67 on the December 2024 tax bill
2. Residential Refuse/Recycling Fee, Condominiums and multijurisdictional developments without Leaf Collection Program - \$225.78 with \$112.89 levied with the July 2024 tax bill and \$112.89 levied on the December 2024 tax bill.
3. The amount to be waived from the user fee for those residents qualifying for the recycling waiver under Section 16-34.5 or the disability waiver pursuant to 16.27-5 of the City Code is \$150.78.

AYES:

NAYES:

ABSENT:

ABSTENTIONS:

CERTIFICATION

_____ I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City of Farmington City Council at a regular meeting held on June 3, 2024.

Meaghan Bachman, City Clerk

**Farmington City Council
Staff Report**

**Council Meeting
Date:** June 3, 2024

**Item
Number
7C**

Submitted by: David Murphy, City Manager

Agenda Topic Consideration to Adopt a Resolution to Amend Water and Sewer Rates Effective July 1, 2024

Proposed Motion: 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, 2024.

Background:

The Great Lakes Water Authority (GLWA) increased the rates it charges the City of Farmington by 2.35% for Water and 1.8% for Sewer. The proposed amendment to the fee schedule increases the rates Farmington charges to its customers by 4% for Water and 4% for Sewer. The additional increase is proposed to provide additional funding for capital improvements to the system.

The rates will change as follows:

	Rates Effective 7/1/23	Rates Effective 7/1/24
Water Consumption Charge (per 1,000 gallons)	\$6.34	\$6.59
Water Fixed Charge (per quarter)	\$37.18	\$38.67
Sewer Consumption Charge (per 1,000 gallons)	\$7.98	\$8.30
Sewer Fixed Charge (per quarter)	\$43.86	\$45.61

For an average user using 11,000 gallons per quarter, they will see an increase of \$9.51 per quarter.

City Administration is recommending that the City Council adopt the attached resolution amending Chapter 11 of the City Fee Schedule, as presented. This resolution amends the water and sewer rates, effective July 1, 2024. Customer bills would not increase until the September utility bill.

Materials:

Resolution to Amend Water and Sewer Rates
Chapter 11 of Fee Schedule

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON**

RESOLUTION NO.

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE WATER AND SEWER RATES, QUARTERLY GREAT LAKES WATER AUTHORITY (GLWA) FIXED WATER AND SEWER CHARGES, AND QUARTERLY INDUSTRIAL WASTE CHARGES AND INDUSTRIAL SURCHARGES, EFFECTIVE JULY 1, 2024.

Motion by _____, seconded by _____, to adopt the following resolution:

WHEREAS, the City received notification from the GLWA and Oakland County regarding proposed increased rates that will be charged for wastewater treatment and potable water that will impact the Fiscal Year 2024-25 Water and Sewer Fund Budget; and

WHEREAS, the increase in wastewater treatment rates will be 1.75% and the increase in water rates will be 2.35% for the Fiscal Year 2024-25; and

WHEREAS, the City received notification from the GLWA and Oakland County regarding the increased rates associated with the Industrial Waste Charges and Industrial Surcharges; and

WHEREAS, the City Manager's Proposed Fiscal Year 2024-25 Budget addressed the need to increase the water and sewer rates, the quarterly GLWA Fixed Water and Sewer Charges, and the quarterly Industrial Waste Charges and Industrial Surcharges in order to maintain the existing level of services and financial integrity of the Water and Sewer Fund.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the City Fee Schedule, Chapter 11 – Water and Sewer Rates, effective July 1, 2024 as attached and made part of this resolution:

Chapter 11, Water and Sewer Rates

RESOLUTION NO.

Page 2

ROLL CALL

Ayes:

Nays: None.

Absent: None.

RESOLUTION DECLARED ADOPTED.

I, Meaghan Bachman, duly authorized Clerk for the City of Farmington, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Farmington City Council at a regular meeting held on Monday, June 3, 2024, in the City of Farmington, Oakland County, Michigan.

CITY OF FARMINGTON

Meaghan Bachman, City Clerk

CHAPTER 11

WATER AND SEWER RATES, FEES AND CHARGES

SECTION 1 – FARMINGTON METERED USERS

Water Consumption Charge	\$ 6.59 per 1,000 gallons of water used
GLWA Fixed Water Charge	\$38.67 per premise served, quarterly
Sewer Commodity Charge	\$ 8.30 per 1,000 gallons of water used
GLWA Fixed Sewer Charge	\$45.61 per premise served, quarterly

SECTION 2 – WHOLESALE AND OUTSIDE CUSTOMER WATER RATES

Farmington System to Other Systems	\$24.29 per thousand cubic feet
Farmington to Outside Customers	\$ 6.59 per 1,000 gallons of water used plus \$38.67 per premise served, quarterly
Farmington Evergreen System to Other system	\$24.72 per thousand cubic feet

SECTION 3 – WHOLESALE AND OUTSIDE CUSTOMER SEWER RATES

Farmington District to Other systems (wholesale)	\$66.86 per thousand cubic feet
Farmington Evergreen System to Other system (wholesale)	\$28.65 per thousand cubic feet
Farmington Evergreen District to Outside Customer	\$ 8.30 per 1,000 gallons of water used plus \$45.61 per premise served, quarterly

Note: The \$38.67 GLWA Fixed Water Charge and \$45.61 GLWA Fixed Sewer Charge will be assessed quarterly unless the account is closed and/or the meter removed.

SECTION 4 – CONNECTION FEES

Residential Water	\$1,200.00	RESOLUTION 04-17-016
Sewer	\$1,500.00	
Non-residential Water	Based on unit factor water consumption schedule published by Oakland County times the residential rate.	
Water	Based on unit factor water consumption schedule published by Oakland County times the residential rate.	

Effective 7/01/24
Amended 6/03/24

SECTION 5 – WATER TAP-INS INSPECTION & METER SET

5/8 in. – 1 in. water tap inspection & meter set	\$1,100.00
1 ½ in. water tap inspection & meter set	\$1,600.00
2 in. water tap inspection & meter set	\$3,000.00
Other size taps inspection & meter set	Time & Material plus 20%

Meter replacements are at cost including labor, equipment and materials.

SECTION 6 – SEWER TAP-INS INSPECTION

Time & material plus 20%

SECTION 7 – METER REMOVAL

\$75.00 (Includes reinstallation of same meter)

SECTION 8 – METER TESTING

Up to 1 in.	\$100.00
1 inc and over	Cost + 10%

SECTION 9 – HYDRANT USE

Permit	\$30.00
Deposit	\$500.00
Water Consumption Charge	\$6.59 per 1,000 gals
GLWA Fixed Water Charge	\$1.81 per 1,000 gals plus 20% special handling & processing

SECTION 10 – CONSTRUCTION WATER

Residential	\$200.00/month
Commercial	\$250.00/month

SECTION 11 – POOL FILLINGS

Hydrant meter, host (pick-up & delivery)	\$400.00
*Water-usage	\$6.59 per 1,000 gals plus 20% special handling & processing

Effective 7/01/24
Amended 6/03/24

SECTION 12 – UNMETERED WATER AND SEWER USAGE

In the event metering of water usage and/or sewage disposal is not feasible, the Department of Public Works Superintendent shall estimate, based on city and county usage date, the amount of water and/or sewer usage to charge un-metered users of the system.

SECTION 13 – PENALTY ON DELINQUENT ACCOUNTS

10%

***SECTION 14 – WATER TURN-ON FEES FOLLOWING SHUT OFF FOR NONPAYMENT**

\$50.00 from 8:00 AM – 3:30 PM
\$200 from 3:30 PM – 8:00 AM

SECTION 15 – ACCOUNT SET UP FEE

\$20.00

SECTION 16 – TRANSFER OF DELINQUENT ACCOUNTS TO TAX ROLL

10% OF AMOUNT DUE, MINIMUM
\$50.00

SECTION 17 – BAD CHECK CHARGE

\$35.00

***SECTION 18 – IWC CHARGES & INDUSTRIAL SURCHARGES**

INDUSTRIAL WASTE CONTROL CHARGE

<u>Meter Size</u>	<u>Quarterly Charge</u>
5/8"	\$ 11.16
3/4"	\$ 16.74
1"	\$ 27.90
1 1/2"	\$ 61.38
2"	\$ 89.28
3"	\$ 161.82
4"	\$ 223.20
6"	\$ 334.80
8"	\$ 558.00
10"	\$ 781.20
12"	\$ 892.80
14"	\$1,116.00
16"	\$1,339.20
18"	\$1,552.40

Effective 7/01/24
Amended 6/03/24

INDUSTRIAL SURCHARGE RATES, PER EXCESS POUND

	RATE
1. Biochemical Oxygen Demand (BOD) In excess of 275 mg/per liter	\$0.392
2. Total suspended Solids (TSS) In excess of 350 mg/per liter	\$0.525
3. Phosphorus (P) In excess of 12 mg/per liter	\$7.571
4. Fats, Oils & Grease (FOG) In excess of 100 mg/per liter	\$0.125
5. Septage Disposal Fee Per 500 gallons of disposal	\$38.00

SECTION 19 – RULES AND REGULATIONS

1. BILLING:

Charges for water service and sewage disposal service shall be billed in the months of March, June, September and December of each year and such charges shall become due on the fifteenth day of the following April, July, October and January, respectively. The charge for water usage and sewage disposal may be billed as a combined charge per unit of usage. If such charges are not paid on or before such due date or within the grace period of seven days, then a penalty of ten (10) percent shall be added thereto, unless such penalty is waived by the City Treasurer for extenuating circumstances. In no case shall the penalty be waived more than once in any five-year period.

The following rules and regulations pertain to the use of hydrants by contractors:

1. Permit Requests for Hydrant Use shall be in writing and signed by the user.
2. Permits shall be issued by the Water and Sewer Department for the use of hydrants and the permit fee is nonrefundable.
3. A security deposit shall be required which may be refunded, provided that no damage occurs to the hydrant and that all charges for water used have been paid.
4. User will be charged on a monthly basis for water used. Water use shall be estimated by the Department of Water and Sewer.
5. The monthly charge shall be based on the water rate as approved by City Council.
6. All permits must be approved for location and time of use by the Department of Public Safety.

Effective 7/1/24, Amended 6/03/24

2. COLLECTION:

The charges for water service and sewage disposal service, which, under the provisions of Act No. 94 of the Public Acts of Michigan of 1933 (MCL 141.101 et seq., MSA 5.2731 et seq.), as amended, are made a lien on the premises to which furnished, are hereby recognized to constitute such lien; and the Superintendent of Public Works of the department shall, annually, on May first, certify all unpaid charges for such services furnished to any premises to the City Assessor who shall place the same on the next tax roll of the city. Such charges so assessed shall be collected in the same manner as general city taxes. In addition to such charges the property owner shall be assessed an administrative charge of 10% of the amount owing with a minimum of fifty dollars (\$50.00). In cases where the city is properly notified in accordance with Act 94 of 1933, that a tenant is responsible for water or sewage disposal service charges, no such service shall be provided or continued to such premises until there has been deposited with the Department of Public Works, a sum sufficient to cover two (2) times the average quarterly bill for such premises as estimated by the Superintendent of Public Works, such deposit to be in no case less than fifty dollars (\$50.00). Where the water service to any premises is turned off to enforce the payment of water service charges or sewage disposal service charges, the water service shall not be reinstated until all delinquent charges have been paid and a deposit as in the case of tenants is made, and there shall be a water turn-on charge of two hundred dollars (\$200.00) unless the turn-on is made during normal working hours, in which case the charge will be fifty dollars (\$50.00). In any other case where, in the discretion of the Superintendent of Public Works, the collection of charges for water or sewage disposal service may be difficult or uncertain, the Superintendent of Public Works may require a similar deposit. Such deposits may be applied against any delinquent water or sewage disposal service charges and the application thereof shall not affect the right of the Department of Public Works to turn off the water service and/or sewer service, to any premises for any delinquency thereby satisfied. No such deposit shall bear interest and such deposit, or any remaining balance thereof, shall be returned to the customer making the same when he shall discontinue receiving water and sewage disposal service or, except as to tenants as to whom notice of responsibility for such charges has been filed with the city, when any eight (8) consecutive quarterly bills shall have been paid by the customer with no delinquency.

Water and/or sewage disposal service to non-residential premises will be turned off if the payment of water service charges and/or sewage disposal service charges become delinquent and a payment plan for the delinquent charges has not been requested by the property owner and approved by the City Manager. Service will not be reinstated until all delinquent charges have been paid.

Amended 6/4/07 Effective 7/1/07

SECTION 20 – EXHIBIT A
COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE WATER
USERS:
WATER ONLY

<u>Farmington System</u>	<u>Wholesale</u>
GLWA Consumption Rate	\$10.34 MCF
GLWA Fixed Water Charge	\$13.52 MCF
Transportation	\$.43 MCF
	<u>\$24.29 MCF</u>
	<u>Direct Service</u>
City Rate	\$ 6.59 per 1,000 gallons of water used
GLWA Fixed Water Charge	\$38.67 per bill
<u>Farmington-Evergreen Arm</u>	<u>Wholesale</u>
GLWA Consumption Rate	\$10.34 MCF
GLWA Fixed Water Charge	\$13.52 MCF
Oakland/Farmington Hills Transportation	\$.43 MCF
Farmington Transportation	\$.43 MCF
	<u>\$24.72 MCF</u>

COMPONENTS OF CHARGES FOR WHOLESALE AND/OR OUTSIDE SEWER
USERS:

SEWER ONLY

<u>Farmington System</u>	<u>Wholesale</u>
GLWA Fixed Sewer Charge	\$32.34 MCF
Farmington System Cost O & M	<u>\$34.52 MCF</u>
Total City Wholesale Rate:	\$66.86 MCF
<u>Farmington Evergreen System</u>	
Farmington Rate	\$28.65 MCF
	<u>Direct Service</u>
City Rate	\$8.30 per 1,000 gallons of water used
GLWA Fixed Sewer Charge	\$45.61 per bill

Effective 7/1/24
Amended 6/03/24

**Farmington City Council
Staff Report**

Council Meeting Date:
June 3, 2024

**Reference
Number
7D**

Submitted by: David Murphy, City Manager

Description Consideration to Amend Employee Administrative Manual and Non-Union Pay Plan

Requested Action Move to adopt resolution amending employee administrative manual and non-union pay plan, effective July 1, 2024

Background

City Administration is recommending that the City Council amend the employee administrative manual and non-union pay plan, effective July 1, 2024. Listed below are the specific amendments and the rationale behind the proposed change. All of the proposed changes are contained in the Fiscal Year 2024-25 Budget and incorporated into the five-year budget forecast. Funds are available for the proposed changes.

1. Amend Non-Union Pay Plan (attached) – The pay plan provides an across the board 3.00% increase.

Attachments:

Resolution Amend Pay Plan and Administrative Manual 2024-25
2024 Non-Union Pay Plan

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE NON-UNION PAY PLAN AND AMENDING THE EMPLOYEE ADMINISTRATIVE MANUAL.

WHEREAS, the Fiscal Year 2024-25 Budget provided a 3.00% increase for all non-union employees which is proposed for the non-union pay plan as attached

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the Non-Union Pay Plan and Administrative Manual as provided below.

1. Amend Non-Union Pay Plan as attached and made part of this resolution increasing wages by 3.00%.

**NON-UNION PAY PLAN
3.0% INCREASE EFFECTIVE JULY 1, 2024**

	<u>Starting Range</u>		<u>Maximum 1 Year</u>	<u>Maximum 2 Years</u>	<u>Maximum 3 Years</u>	<u>Maximum 4 Years</u>
	<u>From</u>	<u>To</u>				
<u>Pay Grade 1</u>						
Public Safety Director Director of Finance and Administration	108,302	113,716	117,127	120,643	124,262	127,990
<u>Pay Grade 2</u>						
Public Works Superintendent Planning & Building Director Public Safety Deputy Director	97,710	102,595	105,674	108,843	112,108	115,472
<u>Pay Grade 3</u>						
City Clerk	84,645	88,566	91,221	93,960	96,778	99,680
<u>Pay Grade 4</u>						
Controller Asst Public Works Superintendent Deputy Treasurer DDA Director*	73,266	76,931	79,237	81,614	84,062	86,586
<u>Pay Grade 5</u>						
Building Official/Code Officer Asst to City Manager	65,550	68,828	70,893	73,019	75,209	77,466
<u>Pay Grade 6</u>						
Deputy Clerk Communications Supervisor DDA Project Manager*	53,424	56,095	57,777	59,511	61,296	63,135

**NON-UNION PAY PLAN
3.0% INCREASE EFFECTIVE JULY 1, 2024**

	<u>Starting Range</u>		<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>	<u>Maximum</u>
	<u>From</u>	<u>To</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
<u>Pay Grade 7</u>						
Administrative Assistant III	51,117	53,673	55,283	56,941	58,650	60,408
<u>Pay Grade 8</u>						
Administrative Assistant II	47,853	50,246	51,752	53,304	54,903	56,553
<u>Pay Grade 9</u>						
Administrative Assistant I	43,588	45,767	47,139	48,554	50,012	51,512
Administrative Specialist II						
<u>Pay Grade 10</u>						
Administrative Specialist I	39,230	41,190	42,425	43,699	45,011	46,360
<u>Pay Grade 11</u>						
Administrative Specialist	35,306	37,072	38,183	39,328	40,510	41,724

Pay Grade - Part-Time, Permanent

Classified under the appropriate full-time classification with salary pro-rated

Pay Grade - Part-Time, Temporary

Salary set by the appointing officer or body within budgetary appropriations

City Manager's salary is established by employment agreement

*** DDA Board sets their pay**

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Item Number 7E
Submitted by: Kate Knight, DDA Director		
<u>Agenda Topic:</u> Adoption of DDA Budget FY2024-25		
<u>Proposed Motion:</u> Move to approve resolution to adopt the DDA Fiscal Year 2024-25 Budget and establish 2024-25 Principal Shopping District Special Assessment.		
<u>Background:</u> This budget was approved by the DDA Board for submittal to the City Council on May 1, 2024, 2024. Please find for your review the proposed budget for the fiscal year beginning July 1, 2024 and ending June 30, 2025. Please note the following highlights: Property tax revenue is projected to increase 7%. (Projected \$518,000 to \$553,000) Over the past three years, we have realized a \$100,000 TIF increase. <ul style="list-style-type: none"> • Repairs and Maintenance budget within PSD, returns to more regular expense projection, after significant replanting project in FY 2023-2024 around Riley Park and on Grove Street. • City contribution of \$192,000 toward the development of Masonic Plaza allows for maximum grant qualification from Oakland County Placemaking program. Patronicity crowdfund grant shall account for \$150,000 in total matching grant. Note that total grant funding is more than \$460,000 for FY 2024-2025. • We are drawing from fund balance by \$160,000, leaving \$145,000. 		
<u>Materials:</u> DDA Proposed Budget 2024-25, DDA Budget and PSD Adoption Resolution, Proposed 2024-2025 PSD Special Assessment Roll		

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ADOPTING THE FISCAL YEAR 2024-2025 BUDGET FOR THE FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY.

WHEREAS, the Farmington Downtown Development Authority (DDA) presented a proposed budget to the City Council for Fiscal Year 2024-2025 in the amount of \$1,755,664; and

WHEREAS, the DDA also provides a work plan associated with the proposed budget; and

WHEREAS, the City Council adopted a resolution at its October 18, 2021 meeting to renew the Principal Shopping District (PSD) special assessment for five year period; and

WHEREAS, the PSD renewal resolution authorized the PSD assessment to be set at \$212,329 for Fiscal Year 2024-2025; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the Fiscal Year 2024-2025 Downtown Development Authority Budget in the amount of \$1,755,664.

BE IT FURTHER RESOLVED that the Farmington City Council hereby sets the Principal Shopping District special assessment for Fiscal Year 2024-2025 at \$212,329 in accordance with the attached assessment roll.

BE IT FURTHER RESOLVED that to meet the requirements for budgeted appropriations of the Farmington Downtown Development Authority, the City Treasurer is hereby directed to spread taxes on real and personal property located within the boundaries of the Farmington Downtown Development Authority District in the amount of one dollar and seventy-seven and sixteen hundredth cents (\$1.7716) per thousand dollars of Taxable Value, and

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Farmington Downtown Development Authority and disburse the captured tax revenues to the Authority.

FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
DOWNTOWN DEVELOPMENT AUTHORITY REVENUES					
Dept 000.00-TIF					
PROPERTY TAXES, OPR, REV	(5,839)	(5,970)	0	0	0
PROPERTY TAXES, TIFA	451,062	468,379	512,327	518,000	553,000
GRANTS, OTHER	4,500	70,444	90,397	204,452	1,000
GRANTS, MAINSTREET SMALL BUSINESS	0	0	0	7,500	2,500
GRANTS, MASONIC PARK	0	0	0	34,600	463,000
GRANTS, ART PROMENADE	0	0	0	0	129,000
LOCAL COMMUNITY STABILIZATION APPROP.	1,535	7,664	2,000	13,395	8,300
INVESTMENT INCOME	(4,298)	30,349	4,000	25,000	8,000
SALE OF CAPITAL ASSETS, GAIN(LOSS)	0	(9,360)	0	0	0
REVENUES, OTHER	1,500	0	3,000	0	0
Total	448,460	561,506	611,724	802,947	1,164,800
Dept 759.00-PRINCIPAL SHOPPING DISTRICT					
PROPERTY TAXES, TWO MILL LEVY	45,875	46,988	50,400	50,000	53,000
FEDERAL GRANTS	0	170	0	0	0
EVENT REVENUE	0	0	0	500	1,000
REVENUES, OTHER	52,163	37,178	23,000	39,400	20,000
DDA DISTRICT, SP ASSESSMENT	188,000	200,140	206,144	206,144	212,329
Total	286,038	284,476	279,544	296,044	286,329
Dept 761.00-FOUNDERS FESTIVAL					
REVENUES, OTHER	10,000	0	0	0	0
Total	10,000	0	0	0	0
Dept 762.00-ART ON THE GRAND					
VENDOR FEES	1,590	2,250	1,350	1,350	1,350
SPONSORSHIPS	4,950	4,500	5,500	8,500	8,500
REVENUES, OTHER	4,356	4,016	4,300	4,300	4,300
Total	10,896	10,766	11,150	14,150	14,150

FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
Dept 764.00-HARVEST MOON CELEBRATION					
CONCESSION, HARVEST MOON	38,690	43,029	25,000	49,585	30,000
ADMISSIONS, HARVEST MOON	30,650	32,441	20,000	38,158	22,500
SPONSORSHIPS	5,400	4,200	6,600	3,750	8,100
REVENUES, OTHER	1,811	700	1,350	1,128	1,350
Total	76,551	80,370	52,950	92,621	61,950
Dept 766.00-RHYTHMZ IN RILEY PARK					
SPONSORSHIPS	19,136	15,506	36,000	13,439	45,600
Total	19,136	15,506	36,000	13,439	45,600
Dept 767.00-BUILDING RENTAL					
RENTAL FEES	25,530	28,250	30,600	10,950	0
REVENUES, OTHER	380	297	0	0	0
Total	25,910	28,547	30,600	10,950	0
Dept 768.00-LUNCH BEATS					
SPONSORSHIPS	1,527	7,480	6,375	3,750	6,375
REVENUES, OTHER	13	3	0	0	0
Total	1,540	7,483	6,375	3,750	6,375
Dept 769.00 - GRAND RAVEN FESTIVAL					
SPONSORSHIPS	12,400	12,290	13,500	11,000	11,000
REVENUES, OTHER	550	567	600	151	200
Total	12,950	12,857	14,100	11,151	11,200
Dept 770.00 - COMMUNITY FOUNDATION					
GRANTS, OTHER	3,000	0	0	0	0
CONTRIBUTIONS HARVEST MOON	7,000	0	0	25,000	0
Total	10,000	0	0	25,000	0

FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
Dept 771.00 - HEART THE ART					
SALES, CONCESSIONS	0	0	0	1,311	1,303
ADMISSION FEES	0	0	0	5,165	4,000
REVENUES, OTHER	0	0	0	1,000	0
Total	0	0	0	7,476	5,303
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY REVENUES	901,481	1,001,511	1,042,443	1,277,528	1,595,707
DOWNTOWN DEVELOPMENT AUTHORITY EXPENDITURES					
Dept 000.00-TIF					
SALARIES, FULL TIME	78,857	81,787	86,641	86,641	89,240
SALARIES, DC RETIREE HEALTH CARE	2,100	2,100	2,100	2,100	2,100
SALARIES, PART-TIME/TEMP	29,382	29,820	39,175	42,365	44,946
SALARIES, OVERTIME	375	635	0	1,100	0
SALARIES, ACCRUED BENEFITS	(669)	(622)	941	965	1,004
LONGEVITY PAY	260	325	390	390	455
PYMT IN LIEU OF HOSP INS	2,400	2,400	2,400	2,400	2,400
FICA, EMPLOYER'S SHARE	8,593	8,880	10,113	10,199	10,601
COMPREHENSIVE MEDICAL INSURANCE	1,090	1,205	1,535	1,535	1,570
LIFE INSURANCE	171	212	202	202	208
LONG TERM DISABILITY	132	153	185	135	139
WORKMEN'S COMPENSATION INS	257	77	87	87	89
CONTRIBUTION, PENSION	19,693	23,803	35,104	35,987	40,503
OFFICE SUPPLIES	314	769	1,281	1,281	1,281
POSTAGE, METER	140	124	200	200	200
PROFESSIONAL SERVICES	71,219	27,897	51,275	21,982	36,900
CONTRACTUAL SERVICES	25,745	28,371	31,800	28,800	36,500
TELECOMMUNICATIONS	1,761	1,327	1,200	1,750	1,750
TRANSPORTATION	323	654	500	500	500
GRANTS, MAINSTREET SMALL BUSINESS	0	0	0	7,500	2,500
DEVELOPMENT INCENTIVES	0	0	0	10,000	5,000
MISCELLANEOUS EXPENSE	286	140	2,000	80	2,000

FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
MEMBERSHIPS, SUBSCRIPTIONS	1,249	986	1,060	1,060	1,060
PROFESSIONAL DEV, CONFERENCES	7,271	8,847	8,850	8,850	8,850
B3-FARM-2020	274	345	0	5,600	6,400
CAPITAL OUTLAY	27,393	102,898	346,000	352,000	0
CAPITAL OUTLAY, MASONS CORNER	0	0	0	34,600	463,000
CAPITAL OUTLAY, ART PROMENADE	0	0	0	0	321,000
DEBT SERVICE	105,757	207,105	208,673	208,673	210,306
Total	384,373	530,238	831,712	866,982	1,290,502
Dept 759.00-PRINCIPAL SHOPPING DISTRICT					
SALARIES, PART-TIME/TEMP	5,818	8,821	8,140	8,140	8,140
FICA, EMPLOYER'S SHARE	445	675	514	514	514
SEASONAL DECORATIONS,GARDENING	38,277	34,284	23,200	36,300	34,000
CONTRACTUAL SERVICES	44,699	50,950	47,880	53,230	55,624
COMMUNITY PROMOTION	46,078	40,397	53,600	48,200	48,400
	0	0	0	4,000	4,000
BUSINESS DEVELOPMENT	4,098	5,030	4,000	6,000	4,000
VOLUNTEER MANAGEMENT	5,917	3,637	4,000	4,000	4,000
PUBLIC UTILITIES	18,181	17,883	27,500	27,500	30,250
REPAIRS & MAINTENANCE	109,472	87,586	147,300	181,900	131,900
Total	272,985	249,263	316,134	369,784	320,828
Dept 761.00-FOUNDERS FESTIVAL					
CONTRACTUAL SERVICES	10,000	0	0	0	0
Total	10,000	0	0	0	0
Dept 762.00-ART ON THE GRAND					
COMMUNITY PROMOTION	910	540	600	1,400	1,400
ENTERTAINMENT	2,900	4,250	3,500	5,500	5,500
EQUIPMENT RENTAL	3,216	2,942	3,400	3,500	3,500
MISCELLANEOUS EXPENSE	4,528	1,608	3,650	3,750	3,750
Total	11,554	9,340	11,150	14,150	14,150

FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
Dept 764.00-HARVEST MOON CELEBRATION					
OFFICE SUPPLIES	0	0	0	47	0
CONCESSION SUPPLIES	17,554	20,809	20,000	24,104	24,900
CONTRACTUAL SERVICES	2,700	5,865	6,000	5,700	8,000
COMMUNITY PROMOTION	2,937	3,409	3,600	10,251	3,600
ENTERTAINMENT	8,950	10,024	10,100	11,915	12,000
EQUIPMENT RENTAL	7,374	7,823	8,800	8,627	9,000
MISCELLANEOUS EXPENSE	5,334	4,536	4,450	3,000	4,450
CONTRIBUTIONS, PATRONICITY	0	10,000	0	0	0
CONTRIBUTION, COMMUNITY FOUNDATION	7,000	0	0	25,000	0
Total	51,849	62,466	52,950	88,644	61,950
Dept 766.00-RHYTHMZ IN RILEY PARK					
CONTRACTUAL SERVICES	8,587	11,817	12,600	11,200	15,200
COMMUNITY PROMOTION	4,488	2,056	4,400	2,157	10,400
ENTERTAINMENT	7,625	9,900	19,000	12,000	20,000
Total	20,700	23,773	36,000	25,357	45,600
Dept 767.00-BUILDING RENTAL					
PROFESSIONAL SERVICES	5,411	3,805	5,021	1,998	0
CONTRACTUAL SERVICES	11,226	16,069	12,698	12,148	0
PUBLIC UTILITIES	1,481	297	525	1,500	0
MAINT, BUILDING & GROUNDS	7,257	6,710	6,607	1,500	0
CONTRIBUTION INS & BONDS	550	573	647	647	0
CAPITAL OUTLAY, BUILDINGS	8,880	0	5,000	0	0
Total	34,805	27,454	30,498	17,793	0
Dept 768.00-LUNCH BEATS					
CONTRACTUAL SERVICES	850	1,750	2,100	1,300	2,250
COMMUNITY PROMOTION	3,745	2,134	2,350	1,950	1,950
ENTERTAINMENT	1,135	1,460	1,925	1,375	2,175
Total	5,730	5,344	6,375	4,625	6,375

FUND 248 - DOWNTOWN DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
Dept 769.00 - GRAND RAVEN FESTIVAL					
COMMUNITY PROMOTION	1,822	2,171	1,875	2,942	3,550
EVENTS	12,654	3,983	5,300	6,500	4,300
MISCELLANEOUS EXPENSE	10,378	5,186	6,925	2,850	3,350
Total	24,854	11,340	14,100	12,292	11,200
Dept 770.00 - COMMUNITY FOUNDATION					
CONTRIBUTION, COMMUNITY FOUNDATION	10,000	0	0	25,000	0
Total	10,000	0	0	25,000	0
Dept 771.00 - HEART THE ART					
CONCESSION SUPPLIES	0	0	0	737	325
CONTRACTUAL SERVICES	0	0	0	884	884
COMMUNITY PROMOTION	0	0	0	1,422	1,450
ENTERTAINMENT	0	0	0	400	400
MISCELLANEOUS EXPENSE	0	0	0	1,935	2,000
	0	0	0	5,378	5,059
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY EXPENDITURES	826,850	919,218	1,298,919	1,430,005	1,755,664
Surplus/(Deficit)	74,631	82,293	(256,476)	(152,477)	(159,957)
BEGINNING FUND BALANCE	303,878	372,229	457,434	457,434	304,957
TRANSFER FROM RESTRICTED FUND BALANCE	(6,280)	(2,908)			
ENDING FUND BALANCE	372,229	457,434	200,958	304,957	145,000

2024
SPECIAL ASSESSMENT ROLL
CITY OF FARMINGTON
PRINCIPAL SHOPPING DISTRICT
SPECIAL ASSESSMENT

SAD NO.: 2021-92

Yr. 3 of 5

Statement of Intent:

This Special Assessment District and Roll have been established under the authority of Public Act 120 of 1961 (MCL 125.981, et seq.) to collect **\$ 1,062,570** over a five (5) year period, beginning with the July 1, 2022 tax roll, for the purpose of funding the administrative, marketing, promotional and maintenance activities as described in the Principal Shopping District (PSD) Development Plan.

The Special Assessment District includes all non-residential and non-residential portions of all non-exempt real property located within the Downtown Development Authority District. The total amount to be collected in each of the five (5) years of the plan will be spread based upon the percentage that each individual non-residential real property assessment is of the total non-residential real property assessment for the Special Assessment District. The prior year Downtown Development Authority Assessment Roll, as certified by the March Board of Review and as amended by Assessor's Corrections, decisions of the July and December Board of Review, and orders of the Michigan Tax Tribunal and State Tax Commission, will be used in determining the allocation of the installment payments as approved by the Farmington City Council for each year of the five (5) year plan.

SPECIAL ASSESSMENT ROLL COLLECTION SUMMARY

	Proposed	Actual
2022 / 1st Year	\$200,140	\$200,140.00
2023 / 2nd Year	\$206,144	\$206,144.00
2024/ 3rd Year	\$212,329	\$212,329.00
2025 / 4th Year	\$218,698	\$218,698.00
2026/ 5th Year	<u>\$225,259</u>	<u>\$225,259.00</u>
Total:	\$1,062,570	\$1,062,570.00

Total Authorized for Special Assessment:

\$1,062,570

**Total Proposed Current Year
Collection (July/December, 2023):**

\$212,329

BASED UPON ANNUALLY APPROVED INSTALLMENTS (2022-2026)

OVERALL REDUCTION IN COLLECTIONS: N/A

**2024
SPECIAL ASSESSMENT ROLL
TO FUND THE
CITY OF FARMINGTON
PRINCIPAL SHOPPING DISTRICT PLAN**

Parcel Number	Property Address	Property Owner	2023 Taxable Value (Prior Year)	Percent of Non-Res. Use (1)	Qualified Taxable Value (TV) for SAD	Individual Qualified TV as a % of Total Qualified TV	Special Assessment based on the Calculated % of Total Qualified TV	Allocation of Special Assessment	
								2024 Summer Tax Roll	2024 Winter Tax Roll
20-23-27-151-017	23720 FARMINGTON RD	HEENEY SUNDQUIST FUNERAL HOME INC	347,720	100%	347,700	1.56%	\$ 3,305.27	\$ 1,652.64	\$ 1,652.63
20-23-27-151-021	33316 THOMAS ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-151-022	33300 THOMAS ST	ALLORE HOLDINGS II LLC	355,540	100%	355,500	1.59%	\$ 3,379.41	\$ 1,689.71	\$ 1,689.70
20-23-27-152-011	33112 GRAND RIVER AVE	FIRST UNITED METHODIST	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-152-017		CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-152-018		FIRST UNITED METHDST OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-152-019		CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-153-001	33342 GRAND RIVER AVE	JANICE L. KONJAREVICH LIVING TRUST	110,080	100%	110,100	0.49%	\$ 1,046.62	\$ 523.31	\$ 523.31
20-23-27-153-002	33337 THOMAS ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-153-003	33338 GRAND RIVER AVE	COWLEY INVESTMENTS, LLC	436,570	100%	436,600	1.95%	\$ 4,150.36	\$ 2,075.18	\$ 2,075.18
20-23-27-153-004	33336 GRAND RIVER AVE	GRAND FARMINGTON, LLC	78,840	100%	78,800	0.35%	\$ 749.08	\$ 374.54	\$ 374.54
20-23-27-153-005	33332 GRAND RIVER AVE	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-153-007	33318 GRAND RIVER AVE	LAR PROPERTIES, LLC	237,760	56%	133,100	0.60%	\$ 1,265.26	\$ 632.63	\$ 632.63
20-23-27-153-008	33316 GRAND RIVER AVE	AZAR BROTHERS, LLC	325,320	100%	325,300	1.46%	\$ 3,092.33	\$ 1,546.17	\$ 1,546.16
20-23-27-153-009	33314 GRAND RIVER AVE	P & E PROPERTIES, LLC	102,270	100%	102,300	0.46%	\$ 972.47	\$ 486.24	\$ 486.23
20-23-27-153-010	33312 GRAND RIVER AVE	CHANG COMPANY LIMITED LLC	193,380	100%	193,400	0.87%	\$ 1,838.48	\$ 919.24	\$ 919.24
20-23-27-153-011	33306 GRAND RIVER AVE	LSGO LLC	113,760	100%	113,800	0.51%	\$ 1,081.79	\$ 540.90	\$ 540.89
20-23-27-153-012	33304 GRAND RIVER AVE	MMK GROUP LLC	88,200	100%	88,200	0.39%	\$ 838.44	\$ 419.22	\$ 419.22
20-23-27-153-015	33250 GRAND RIVER AVE	AZAR MANAGEMENT LLC	85,050	100%	85,100	0.38%	\$ 808.97	\$ 404.49	\$ 404.48
20-23-27-153-021	33224 GRAND RIVER AVE	THIBAULT ENTERPRISES INC	412,260	100%	412,300	1.85%	\$ 3,919.36	\$ 1,959.68	\$ 1,959.68
20-23-27-153-022	33311 THOMAS ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-153-023	33216 GRAND RIVER AVE	AGHOBJIAN, MANOEIL & MARIE	85,720	100%	85,700	0.38%	\$ 814.67	\$ 407.34	\$ 407.33
20-23-27-153-024	33212 GRAND RIVER AVE	JAM HOLDINGS, LLC	103,660	100%	103,700	0.46%	\$ 985.78	\$ 492.89	\$ 492.89
20-23-27-153-025		FARMINGTON DOWNTOWN DEVELOPMENT	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-153-026	33200 GRAND RIVER AVE	LOS TRES AMIGOS-FARMINGTON, LLC	163,640	100%	163,600	0.73%	\$ 1,555.20	\$ 777.60	\$ 777.60

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								2024 Summer Tax Roll	2024 Winter Tax Roll
20-23-27-154-004	33107 THOMAS ST	CITY OF FARMINGTON	88,310	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-154-005	33103 THOMAS ST	BUDD, DALE V	90,160	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-154-006	33023 THOMAS ST	TDG MANAGEMENT1, LLC	84,930	76%	64,500	0.29%	\$ 613.14	\$ 306.57	\$ 306.57
20-23-27-154-007	33110 GRAND RIVER AVE	JOHNSON INVESTMENT CO	146,680	100%	146,700	0.66%	\$ 1,394.54	\$ 697.27	\$ 697.27
20-23-27-154-008	33104 GRAND RIVER AVE	CITY OF FARMINGTON	93,350	83%	77,500	0.35%	\$ 736.72	\$ 368.36	\$ 368.36
20-23-27-154-009	33100 GRAND RIVER AVE	JOHNSON, DAVID H	75,060	100%	75,100	0.34%	\$ 713.91	\$ 356.96	\$ 356.95
20-23-27-154-010	33018 GRAND RIVER AVE	GAISER, CARL THOMPSON	93,550	100%	93,600	0.42%	\$ 889.77	\$ 444.89	\$ 444.88
20-23-27-154-011	33014 GRAND RIVER AVE	C-4 LEASING LLC	166,060	100%	166,100	0.74%	\$ 1,578.96	\$ 789.48	\$ 789.48
20-23-27-154-012	33004 GRAND RIVER AVE	HEPPARD COMMERCIAL LLC	260,260	100%	260,300	1.17%	\$ 2,474.44	\$ 1,237.22	\$ 1,237.22
20-23-27-154-014	33106 GRAND RIVER AVE	STATE OF MICHIGAN	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-154-015	33112 GRAND RIVER AVE	FIRST UNITED METHODIST	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-155-001	33335 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	329,060	100%	329,100	1.47%	\$ 3,128.45	\$ 1,564.23	\$ 1,564.22
20-23-27-155-002	33329 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	347,590	61%	212,000	0.95%	\$ 2,015.29	\$ 1,007.65	\$ 1,007.64
20-23-27-155-003	33317 GRAND RIVER AVE	DAMKCAT REAL ESTATE, LLC	109,540	100%	109,500	0.49%	\$ 1,040.92	\$ 520.46	\$ 520.46
20-23-27-155-004	33335 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	59,900	100%	59,900	0.27%	\$ 569.41	\$ 284.71	\$ 284.70
20-23-27-155-008	33245 GRAND RIVER AVE	HINDS, MICHELE H	63,650	100%	63,700	0.29%	\$ 605.54	\$ 302.77	\$ 302.77
20-23-27-155-011	33205 GRAND RIVER AVE	CHEMICAL BANK	357,170	100%	357,200	1.60%	\$ 3,395.58	\$ 1,697.79	\$ 1,697.79
20-23-27-155-020	23382 FARMINGTON RD	T & I INVESTMENT LLC	1,480	100%	1,500	0.01%	\$ 14.26	\$ 7.13	\$ 7.13
20-23-27-155-024	23366 FARMINGTON RD	RHINOJOE LLC	257,280	100%	257,300	1.15%	\$ 2,445.92	\$ 1,222.96	\$ 1,222.96
20-23-27-155-025	23360 FARMINGTON RD	T & I INVESTMENT LLC	153,000	100%	153,000	0.68%	\$ 1,454.43	\$ 727.22	\$ 727.21
20-23-27-155-026	23340 FARMINGTON RD	FARMINGTON CENTER MICHIGAN, LLC	412,300	100%	412,300	1.85%	\$ 3,919.36	\$ 1,959.68	\$ 1,959.68
20-23-27-155-040	33171 GRAND RIVER AVE	FARMINGTON CENTER MICHIGAN, LLC	462,510	100%	462,500	2.07%	\$ 4,396.57	\$ 2,198.29	\$ 2,198.28
20-23-27-155-044	23534 FARMINGTON RD	23534 FARMINGTON RD LLC	185,500	100%	185,500	0.83%	\$ 1,763.38	\$ 881.69	\$ 881.69
20-23-27-155-045	33305 GRAND RIVER AVE	DAMKCAT REAL ESTATE HOLDINGS, LLC	279,610	100%	279,600	1.25%	\$ 2,657.90	\$ 1,328.95	\$ 1,328.95
20-23-27-155-046	33211 GRAND RIVER AVE	DOWNTOWN OFFICES	388,430	100%	388,400	1.74%	\$ 3,692.17	\$ 1,846.09	\$ 1,846.08

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								2024 Summer Tax Roll	2024 Winter Tax Roll
20-23-27-155-047	33111 GRAND RIVER AVE	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-155-048	23292 FARMINGTON RD	FARMINGTON CENTER MICHIGAN, LLC	435,190	100%	435,200	1.95%	\$ 4,137.05	\$ 2,068.53	\$ 2,068.52
20-23-27-155-049	23300 FARMINGTON RD	FARMINGTON CENTER MICHIGAN, LLC	3,228,190	100%	3,228,200	14.45%	\$ 30,687.56	\$ 15,343.78	\$ 15,343.78
20-23-27-156-003	32905 GRAND RIVER AVE	XIE ZHENG, LLC	186,450	100%	186,500	0.83%	\$ 1,772.89	\$ 886.45	\$ 886.44
20-23-27-156-004	32821 GRAND RIVER AVE	XIE ZHENG, LLC	521,050	50%	260,500	1.17%	\$ 2,476.34	\$ 1,238.17	\$ 1,238.17
20-23-27-156-005	33001 GRAND RIVER AVE	LEITRIM-GROVES, LLC	2,211,140	100%	2,211,100	9.90%	\$ 21,018.92	\$ 10,509.46	\$ 10,509.46
20-23-27-177-005	32830 GRAND RIVER AVE	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-177-010	32716 GRAND RIVER AVE	BUYERS, PAULA	65,450	100%	65,500	0.29%	\$ 622.65	\$ 311.33	\$ 311.32
20-23-27-177-094	32720 GRAND RIVER AVE	FARMINGTON VILLAGE COMPLEX	1,523,010	100%	1,523,000	6.82%	\$ 14,477.77	\$ 7,238.89	\$ 7,238.88
20-23-27-177-095		CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-001	23290 FARMINGTON RD	JP HERZOG LLC	75,190	100%	75,200	0.34%	\$ 714.86	\$ 357.43	\$ 357.43
20-23-27-301-003	23220 FARMINGTON RD	CASA MARIN, LLC	316,760	100%	316,800	1.42%	\$ 3,011.53	\$ 1,505.77	\$ 1,505.76
20-23-27-301-004	33317 ORCHARD ST	DELEO, CATHY	101,600	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-005	33313 ORCHARD ST	FARMINGTON CENTER MICHIGAN, LLC	21,060	100%	21,100	0.09%	\$ 200.58	\$ 100.29	\$ 100.29
20-23-27-301-006	33309 ORCHARD ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-007	33305 ORCHARD ST	FARMINGTON CENTER MICHIGAN, LLC	21,060	100%	21,100	0.09%	\$ 200.58	\$ 100.29	\$ 100.29
20-23-27-301-008	33213 ORCHARD ST	FARMINGTON DWNTWN DEV AUTHORITY	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-017	32809 GRAND RIVER AVE	ROSSER, VALNEDRA	79,030	100%	79,000	0.35%	\$ 750.98	\$ 375.49	\$ 375.49
20-23-27-301-019	32729 GRAND RIVER AVE	MECOLLI, EVIS	124,680	100%	124,700	0.56%	\$ 1,185.41	\$ 592.71	\$ 592.70
20-23-27-301-020	32725 GRAND RIVER AVE	SMART, ROBERT R	98,210	100%	98,200	0.44%	\$ 933.50	\$ 466.75	\$ 466.75
20-23-27-301-021	32721 GRAND RIVER AVE	BUYERS, RUSSELL A	98,630	100%	98,600	0.44%	\$ 937.30	\$ 468.65	\$ 468.65
20-23-27-301-022	32715 GRAND RIVER AVE	CAPGROW HOLDINGS JV	791,290	100%	791,300	3.54%	\$ 7,522.17	\$ 3,761.09	\$ 3,761.08
20-23-27-301-045	33201 ORCHARD ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-047	33200 SLOCUM DR	SUNNY DAY CARE INC	329,510	100%	329,500	1.48%	\$ 3,132.26	\$ 1,566.13	\$ 1,566.13
20-23-27-301-048	23280 FARMINGTON RD	LOWEN REAL ESTATE LLC	154,860	100%	154,900	0.69%	\$ 1,472.49	\$ 736.25	\$ 736.24

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								2024 Summer Tax Roll	2024 Winter Tax Roll
20-23-27-301-050	33240 SLOCUM DR	VANDENBERG, KEVIN J	64,340	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-051	33242 SLOCUM DR	BOYCE, ADAM FRANCIS	150,570	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-052	33246 SLOCUM DR	BENNETT, DAVID W	94,260	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-053	33244 SLOCUM DR	MATHIES, CARTYEA	160,810	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-054	33248 SLOCUM DR	MCCLELLAN, ERICA V	63,940	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-055	33250 SLOCUM DR	JACQUELINE M. MACIOCE REV LVNG TRST	90,690	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-056	33254 SLOCUM DR	HOFFMAN, BARBARA	89,640	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-057	33252 SLOCUM DR	KALP, KEVIN J	82,300	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-058	33256 SLOCUM DR	SHAMEY, TERA	63,480	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-059	33258 SLOCUM DR	EQUITY TRUST COMPANY CUSTODIAN	129,850	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-060	33262 SLOCUM DR	NIXON, COURTNEY A	81,660	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-061	33260 SLOCUM DR	STARK, CAITLIN	103,600	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-062	33264 SLOCUM DR	MCARTHUR, SANDRA E	69,660	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-063	33266 SLOCUM DR	SEKRESKI, BLAGOJA	92,870	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-064	33270 SLOCUM DR	VARVERAKIS, JOHN M	63,480	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-065	33268 SLOCUM DR	PETRACH, RACHEL L	143,390	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-082		FARMINGTON DEVELOPMENT GROUP LLC	-	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-301-083	33210 SLOCUM DR	ORCHARDS FARMINGTON, LLC	947,020	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-001	33107 ORCHARD ST	BROYLES, ADAM T	59,870	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-002	33109 ORCHARD ST	MARMUS, MATHIEU	56,470	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-003	33111 ORCHARD ST	MJB1040 LLC	72,540	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-004	33105 ORCHARD ST	33105 ORCHARD STREET, LLC	38,240	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-005	33103 ORCHARD ST	TOSIC, DRAGAN	56,470	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-006	33101 ORCHARD ST	ROITMAN, SARA	38,730	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-007	33119 ORCHARD ST	TASH, LORRAINE M	57,710	0%	0	0.00%	\$ -	\$ -	\$ -

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								2024 Summer Tax Roll	2024 Winter Tax Roll
20-23-27-306-008	33121 ORCHARD ST	KINNEY, SUSAN MICHELLE	67,500	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-009	33123 ORCHARD ST	LINDERER, CHRISTA	38,730	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-010	33117 ORCHARD ST	HAMMOUD, NERMEAN	71,400	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-011	33115 ORCHARD ST	TOSIC, BEHIA & SRDAN	67,450	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-012	33113 ORCHARD ST	SUHRE, JEFFREY	49,720	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-013	33131 ORCHARD ST	GANDHI, KAUSHIKKUMAR S	38,240	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-014	33133 ORCHARD ST	URBAN, MATTHEW S	54,770	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-015	33135 ORCHARD ST	TODD R. HUBBARD & LUJIN ZHANG	60,950	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-016	33129 ORCHARD ST	WICKMAN, DAVID F	38,240	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-017	33127 ORCHARD ST	CAMERON, MARY KAY	56,240	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-306-018	33125 ORCHARD ST	DEWULF, ERIC	61,070	0%	0	0.00%	\$ -	\$ -	\$ -
20-23-27-326-016	32704 GRAND RIVER AVE	ALL ONE HOLDINGS, LLC	229,890	100%	229,900	1.03%	\$ 2,185.45	\$ 1,092.73	\$ 1,092.72
20-23-28-230-006	33608 GRAND RIVER AVE	S3 INVESTMENTS, LLC	142,560	100%	142,600	0.64%	\$ 1,355.57	\$ 677.79	\$ 677.78
20-23-28-231-011	33604 GRAND RIVER AVE	33604 GRAND RIVER, LLC	269,940	100%	269,900	1.21%	\$ 2,565.69	\$ 1,282.85	\$ 1,282.84
20-23-28-276-005	33603 GRAND RIVER AVE	TUROWSKI FARMINGTON DEVELOPMENT LLC	420,380	100%	420,400	1.88%	\$ 3,996.36	\$ 1,998.18	\$ 1,998.18
20-23-28-276-011	23629 LIBERTY ST	TDP HOLDINGS, LLC	180,780	100%	180,800	0.81%	\$ 1,718.70	\$ 859.35	\$ 859.35
20-23-28-276-014	23611 LIBERTY ST	THE CHURCH IN FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-28-276-021	23617 LIBERTY ST	CHIROPRACTIC FEDERAL	213,780	100%	213,800	0.96%	\$ 2,032.40	\$ 1,016.20	\$ 1,016.20
20-23-28-277-001	33430 GRAND RIVER AVE	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-28-277-002	23715 FARMINGTON RD	FARMINGTON MASONIC	126,150	100%	126,200	0.57%	\$ 1,199.67	\$ 599.84	\$ 599.83
20-23-28-278-002	33431 GRAND RIVER AVE	33431 GRAND RIVER, LLC	407,920	100%	407,900	1.83%	\$ 3,877.53	\$ 1,938.77	\$ 1,938.76
20-23-28-278-004	33425 GRAND RIVER AVE	BELLA NORA HOLDINGS, LLC	189,140	100%	189,100	0.85%	\$ 1,797.60	\$ 898.80	\$ 898.80
20-23-28-278-005	33409 GRAND RIVER AVE	BELLA NORA HOLDINGS, LLC	252,310	100%	252,300	1.13%	\$ 2,398.39	\$ 1,199.20	\$ 1,199.19
20-23-28-278-006	33401 GRAND RIVER AVE	TYJORMAC, L.L.C.	331,680	62%	205,600	0.92%	\$ 1,954.45	\$ 977.23	\$ 977.22
20-23-28-278-012	23629 FARMINGTON RD	MIHAJLOVSKI, DRAGO	109,630	100%	109,600	0.49%	\$ 1,041.87	\$ 520.94	\$ 520.93

**2024
SPECIAL ASSESSMENT ROLL
TO FUND THE
CITY OF FARMINGTON
PRINCIPAL SHOPPING DISTRICT PLAN**

Parcel Number	Property Address	Property Owner	2023 Taxable Value (Prior Year)	Percent of Non-Res. Use (1)	Qualified Taxable Value (TV) for SAD	Individual Qualified TV as a % of Total Qualified TV	Special Assessment based on the Calculated % of Total Qualified TV	Allocation of Special Assessment	
								2024 Summer Tax Roll	2024 Winter Tax Roll
20-23-28-278-013	23623 FARMINGTON RD	JEERA PROPERTIES, LLC	165,350	100%	165,400	0.74%	\$ 1,572.31	\$ 786.16	\$ 786.15
20-23-28-278-014	23621 FARMINGTON RD	JORGENCA, LLC	211,110	100%	211,100	0.95%	\$ 2,006.74	\$ 1,003.37	\$ 1,003.37
20-23-28-278-015	23607 FARMINGTON RD	SACKLLAH, FRED	91,530	100%	91,500	0.41%	\$ 869.81	\$ 434.91	\$ 434.90
20-23-28-278-016	23603 FARMINGTON RD	CAST HOLDINGS, LLC	146,110	100%	146,100	0.65%	\$ 1,388.84	\$ 694.42	\$ 694.42
20-23-28-278-018	23550 LIBERTY ST	THE FARMINGTON COMMUNITY	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-28-278-019	23600 LIBERTY ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-28-278-020	33440 STATE ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-28-280-003	33509 STATE ST	CITY OF FARMINGTON	-	Exempt	0	0.00%	\$ -	\$ -	\$ -
20-23-28-280-004	33505 STATE ST STE 101	33505 STATE LLC	218,800	100%	218,800	0.98%	\$ 2,079.93	\$ 1,039.97	\$ 1,039.96
20-23-28-280-012	23391 FARMINGTON RD	CVS PHARMACY INC #8048-02	599,940	100%	599,900	2.69%	\$ 5,702.70	\$ 2,851.35	\$ 2,851.35
20-23-28-280-013	23333 FARMINGTON RD	INITECH DEV OF FARMINGTON, LLC	174,890	100%	174,900	0.78%	\$ 1,662.62	\$ 831.31	\$ 831.31
20-23-28-280-014	23309 FARMINGTON RD	JPMORGAN CHASE & CO (FARMINGTON MI)	573,170	100%	573,200	2.57%	\$ 5,448.89	\$ 2,724.45	\$ 2,724.44
20-23-28-428-012	23285 FARMINGTON RD	J.M.W. ENTERPRISES, L.L.C.	96,150	100%	96,200	0.43%	\$ 914.49	\$ 457.25	\$ 457.24
			26,754,620		22,336,100	100%	212,329.00	106,164.68	106,164.32

NOTES: (1) "Percent of Non-Residential Use" for DDA properties which have a residential component was determined by dividing the TCv of the section/area of the subject building used for residential purposes by the TCv of the total property. The residential percentage was then subtracted from 100% to yield the non-residential shown in this Special Assessment Roll.

I, Micheal R. Lohmeier, Oakland County Equalization Officer/Assessor for the City of Farmington, hereby certify that this Special Assessment Roll No 2021-92, representing the third of five (5) installments, is to fund Administrative, Marketing, Promotional and Maintenance Activities as described in the Principal Shopping District (PSD) Development Plan. Further, that this Special Assessment Roll was prepared the result of the City Council of the City of Farmington having approved same with Resolution No. 07-21-021 on 07/19/2021. I also certify that each assessment was based upon benefit and that such benefits equal that portion of the total cost assessed against the parcels in such Special Assessment District.

Dated this 31st day of May, 2024



Micheal R. Lohmeier, Oakland County Equalization Officer &
Assessor City of Farmington

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Reference Number 7F
Submitted by: David Murphy, City Manager		
Description Consideration to Adopt Fiscal Year 2024-25 47 th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets		
Requested Action Move to adopt Fiscal Year 2024-25 Budget Resolution for the 47 th District Court, Brownfield Redevelopment Authority, Corridor Improvement Authority and Joint Agency Budgets.		
<p>Background City Administration is recommending that the City Council adopt separate budgets for the 47th District Court, the Brownfield Redevelopment Authority, the Corridor Improvement Authority, and the Joint Agency Budgets. The Brownfield Redevelopment Authority and Corridor Improvement Authority are separate agencies of the City. While the City Council is responsible for adopting the budgets for these agencies, they are not involved with its day-to-day management and oversight.</p> <p>City Administration is recommending that the Council adopt the Fiscal Year 2024-25 Brownfield Redevelopment Authority Budget at \$34,900.</p> <p>City Administration is recommending that the Council adopt the Fiscal Year 2024-25 Corridor Improvement Authority at \$110,000.</p> <p>City Administration is recommending a separate budget approval for the 47th District Court that incorporates the total budget and contributions from the City of Farmington and Farmington Hills. The City of Farmington is involved with handling the general accounting, payroll, and administering the budget for the 47th District Court. The Court's budget is reviewed and recommended for approval by both Farmington and Farmington Hills City Councils. It is necessary to formalize this approval by a separate budget adoption procedure. The Fiscal Year 2024-25 Budget for the 47th District Court would be \$4,076,228. The City of Farmington's contribution for Fiscal Year 2024-25 would be approximately \$115,856 less than the current fiscal year.</p> <p>Finally, City Administration is recommending that the joint agency budgets with Farmington Hills also be incorporated into a separate budget approval. This would include budgets for the Children, Youth and Families; Farmington Area Arts Commission; Farmington Youth Assistance; Mayor's Youth Council; Commission on Aging; Citizens Corp for Emergency Preparedness; and Multicultural/Multiracial Council. The total for these agency budgets would be \$7,140.</p>		
Materials:		

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL ADOPTING THE FISCAL YEAR 2024-25 BUDGETS FOR THE 47th DISTRICT COURT, BROWNFIELD REDEVELOPMENT AUTHORITY, CORRIDOR IMPROVEMENT AUTHORITY, AND JOINT AGENCY BUDGETS.

WHEREAS, the City of Farmington provides funding to agencies shared with the City of Farmington Hills; and

WHEREAS, the City Manager presented a Farmington Brownfield Redevelopment Authority Fiscal Year 2024-25 Budget for the Brownfield Redevelopment Fund in the amount of \$34,900; and

WHEREAS, City Administration recommends a Fiscal Year 2024-25 appropriation of \$110,000 for the Grand River Corridor Improvement Authority; and

WHEREAS, the City of Farmington shares district control unit responsibility for the 47th District Court and as a district control unit is responsible for approving the Court’s annual budget and appropriating Farmington’s share of funding required to fund the Court budget, and

WHEREAS, the City Councils for the City of Farmington and Farmington Hills reviewed and agreed on the requested budget from the 47th District Court; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby adopts the Fiscal Year 2024-25 budgets and approves Farmington’s share of funding for the following City authorities and joint agencies:

1. Joint Agencies

Children, Youth and Families	\$ 600
Farmington Area Arts Commission	\$ 750
Farmington Youth Assistance	\$ 5,000
Mayor’s Youth Council	\$ 150
Commission on Aging	\$ 165
Citizens Corp for Emergency Preparedness	\$ 300
Multicultural/Multiracial Council	\$ 0
Commission on Community Health	\$ 175

2. Farmington Brownfield Redevelopment Authority \$34,900

3. Grand River Corridor Improvement Authority \$110,000

4. 47th District Court

Total Appropriation	\$4,076,228
City of Farmington Hills Contribution	\$3,302,995
City of Farmington Contribution	517,705
Other Revenues	202,679
Appropriation (To) From Fund Balance	<u>52,849</u>
	\$4,076,228

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Farmington Brownfield Redevelopment Authority and disburse the captured tax revenues to the Authority.

BE IT FURTHER RESOLVED that the City Treasurer is directed to collect incremental taxes eligible for capture under an incremental financing plan established by the Corridor Improvement Authority and disburse the captured tax revenues to the Authority.

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Item Number 7G
Submitted by: David Murphy		
Agenda Topic: Consideration to Amend the Grand River Corridor Improvement Authority 2023-24 Budget		
Proposed Motion: Move to amend the Grand River Corridor Improvement Authority 2023-24 Fiscal Year Budget		
Background: Attached is a proposed budget amendment for the Grand River Corridor Improvement Authority for the 23/24 fiscal year. Significant changes include reallocating funds for property acquisition (\$40,000) and corridor entry signage (\$50,000) from the 23/24 fiscal year to the 24/25 fiscal year and adding funding for the TIF Plan Update (\$15,000) to the 23/24 fiscal year.		
Materials: Resolution - CIA Budget Amendment 1, FY 2023-24 CIA Proposed Budget 24-25		

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE FISCAL YEAR 2023-24 BUDGET FOR THE CORRIDOR IMPROVEMENT AUTHORITY

WHEREAS, City Council adopted a Fiscal Year 2023-24 appropriation of \$110,000 for the Grand River Corridor Improvement Authority; and

WHEREAS, the Corridor Improvement Authority Board has revised estimates on the amount and timing of projects; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the Fiscal Year 2023-24 budget for the Corridor Improvement Authority to reduce appropriations from \$110,000 to \$35,000 as shown in the 2023-24 Projected Budget column of the 2024-25 Proposed Budget.

FUND 244 - CORRIDOR IMPROVEMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
CORRIDOR IMPROVEMENT AUTHORITY FUND REVENUES					
PROPERTY TAXES					
PROPERTY TAXES, TIFA, REV	(9,936)	8,197	0	0	0
PROPERTY TAXES, TIFA	44,038	50,519	63,000	65,986	79,000
Total	34,102	58,716	63,000	65,986	79,000
FARMINGTON HILLS CONTRIBUTION					
FHILLS CONTRIBUTION	8,729	0	0	0	0
Total	8,729	0	0	0	0
OTHER REVENUE					
INVESTMENT INCOME	(1,322)	6,091	4,000	10,000	8,000
Total	(1,322)	6,091	4,000	10,000	8,000
TOTAL CORRIDOR IMPROVEMENT AUTH FUND REVENUES	41,509	64,807	67,000	75,986	87,000
CORRIDOR IMPROVEMENT AUTHORITY FUND EXPENDITURES					
CONTRACTUAL SERVICES	13,093	0	110,000	35,000	110,000
Total	13,093	0	110,000	35,000	110,000
TOTAL CORRIDOR IMPROVEMENT AUTH FUND EXPENDITURES	13,093	0	110,000	35,000	110,000
Surplus/(Deficit)	28,416	64,807	(43,000)	40,986	(23,000)
BEGINNING FUND BALANCE	63,037	91,453	156,260	156,260	197,246
ENDING FUND BALANCE	91,453	156,260	113,260	197,246	174,246

City Council Staff Report	Council Meeting Date: June 3, 2024	Item Number 7H
Submitted by: David Murphy		
Agenda Topic: Consideration to Amend Brownfield Redevelopment Authority Fiscal Year 2023-24 Budget		
Proposed Motion: Move to Amend Brownfield Redevelopment Authority Fiscal Year 2023-24 Budget		
Background: The BRA Board approved the attached budget amendment at their May 17, 2024 meeting. Significant changes include: <ol style="list-style-type: none"> 1. Reducing property taxes revenue related to the 9 Mile Property from \$29,500 to \$16,382 with a corresponding reduction in contractual service. This reduction is due to a capped amount of SET and School millage capture which was achieved in the current year. There will no longer be capture of SET and School millages going forward. 2. Breaking out property tax capture related to the GLP/Farmington State Savings Bank between what is captured directly by the BRA, and what is initially captured by the DDA and remitted to the BRA via the interlocal agreement. 		
Materials: Resolution - BRA Budget Amendment 1, FY 2023-24 BRA Proposed Budget 24-25		

FUND 243 - BROWNFIELD DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
BROWNFIELD REDEVELOP AUTHORITY REVENUES					
PROPERTY TAXES					
PROPERTY TAXES, OP TCF	3,918	4,301	3,500	3,599	10,200
PROPERTY TAX, OPR GLP - FARM STATE SAVIN	281	407	9,945	6,259	800
DDA CONTRIBUTION	274	345	0	5,570	6,400
PROPERTY TAXES, OPR 9 MILE	0	22,271	29,500	16,382	17,500
DELQ PROPERTY TAXES, OPR	1	0	0	0	0
Total	1	27,324	42,945	31,810	34,900
OTHER REVENUE					
INVESTMENT INCOME	(93)	978	800	800	1,000
Total	(93)	978	800	800	1,000
TOTAL BROWNFIELD REDEVELOP AUTHORITY REVENUES	4,381	28,302	43,745	32,610	35,900
BROWNFIELD REDEVELOP AUTHORITY EXPENDITURES					
Dept 000.11-TCF					
CONTRACTUAL SERVICES	3,200	0	3,000	3,000	9,700
ADMIN & OVERHEAD	500	500	500	500	500
Total	3,700	500	3,500	3,500	10,200
Dept 000.12 - GLP - FARMINGTON STATE SAVINGS BANK					
CONTRACTUAL SERVICES	0	0	7,445	9,336	4,700
ADMIN & OVERHEAD	300	320	2,500	2,500	2,500
Total	300	320	9,945	11,836	7,200
Dept 000.13 - 9 MILE AND FARMINGTON					
CONTRACTUAL SERVICES	0	18,020	27,500	14,000	15,500
ADMIN & OVERHEAD	0	3,000	2,000	2,000	2,000
Total	0	21,020	29,500	16,000	17,500

FUND 243 - BROWNFIELD DEVELOPMENT AUTHORITY FUND

DESCRIPTION	2021-22 Actual	2022-23 Actual	2023-24 Amended Budget	2023-24 Projected Budget	2024-25 Manager Proposed
AUTHORITY EXPENDITURES	4,000	21,840	42,945	31,336	34,900
Surplus/(Deficit)	381	6,462	800	1,274	1,000
BEGINNING FUND BALANCE	974	1,355	7,817	7,817	9,091
ENDING FUND BALANCE	1,355	7,817	8,617	9,091	10,091

RESOLUTION

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE FISCAL YEAR 2023-24 BUDGET FOR THE BROWNFIELD REDEVELOPMENT AUTHORITY

WHEREAS, City Council adopted a Fiscal Year 2023-24 appropriation of \$42,945 for the Brownfield Redevelopment Authority; and

WHEREAS, the Brownfield Redevelopment Board has revised estimates on the amount and timing of projects; and

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the Fiscal Year 2023-24 budget for the Brownfield Redevelopment Authority to reduce appropriations from \$43,925 to \$31,336 as shown in the 2023-24 Projected Budget column of the 2024-25 Proposed Budget.

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Reference Number 71
Submitted by: City Manager Dave Murphy		
<u>Description:</u> Resolution Approving Policy and Rules Regarding Alcohol on Public Property		
<u>Requested Action:</u> Adopt Resolution Approving “Policy and Rules Regarding Alcohol on Public Property”		
<u>Background:</u> The City Council recently approved two ordinance amendments that allow the possession and consumption of alcohol in public facilities and on publicly-owned/operated properties if authorized by City Council resolution. The attached Resolution would authorize such activities as set forth in the City’s Park Reservation, Facility Use, and Special Events Policy. A redlined revised copy of that Policy is attached hereto, setting forth the rules governing such activity, and limiting it to the Governor Warner Mansion only.		
Materials: Resolution & policy		

CITY OF FARMINGTON

OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING
“POLICY AND RULES REGARDING ALCOHOL ON PUBLIC PROPERTY”

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on the ____ day of _____, 2024, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

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

R E C I T A L S:

1. The City Council has on various occasions received requests from residents, businesses, and other organizations inquiring about the possibility of holding events at certain public facilities at which alcohol may be provided to event participants.

2. Currently, the City’s ordinances do not allow consumption of alcohol at public facilities except under certain very limited conditions. The City has, however, commenced the process to amend the Code of Ordinances to allow the possession and consumption of alcohol in public facilities and on publicly-owned/operated properties if authorized by City Council resolution.

3. The City Council has considered the matter and has that the consumption of alcohol in these facilities shall be authorized in and subject to the Park Reservation, Facility Use, and Special Events Policy, which is attached hereto and which is hereby adopted by the City Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Farmington hereby adopts the attached Policy and Rules Regarding Alcohol on Public Property, which shall govern the possession and consumption of alcohol until amended or repealed by the City Council.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I, MEAGHAN BACHMAN, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington at a duly-called meeting held on _____ day of _____, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed by official signature this _____ day of _____, 2024.

MEAGHAN BACHMAN
Clerk, City of Farmington

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN
PARK RESERVATION, FACILITY USE,
AND SPECIAL EVENTS POLICY

Revised June 2024

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CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

PARK RESERVATION, FACILITY USE, AND SPECIAL EVENTS POLICY

PREAMBLE

The City has five principal parks and several other community centers available for public use. Additional open space and recreational areas are provided through smaller, multipurpose play lots, pocket parks and natural areas scattered throughout the community. The purpose of this policy is to establish rules and regulations for the use and operation of these parks and community centers; encourage public and private events that support creating a Sense of Place; streamline the approval process for use of public parks and facilities; clarify responsibilities for event activities; protect the health, safety and welfare of the public; mitigate the impact of use on residents and businesses; and protect the financial interest of the City of Farmington.

With the exception of Riley Park and the Sundquist Pavilion, City parks (to the extent that they are open-air and not designated for specific uses such as sports fields and reservation-based picnic shelters), and public streets and public sidewalks that are part of the City's general transportation network are recognized as traditional public forums. These properties are open to a broad range of expressive purposes consistent with applicable state and federal law. To the extent that this Policy and/or City Ordinances regulate activities within traditional public forums, such regulations are intended only to reasonably regulate the time, place, and manner of activities within the forums as permitted under relevant law. Riley Park and Sundquist Pavilion are open to the public (subject to applicable ordinances) but are not available for reservation or for special event use by non-City or non-public entities.

POLICY

The City of Farmington strives to provide parks and facilities for a variety of uses within the City. To ensure the satisfaction and success of these parks and facilities, the City has developed this Park Reservation, Facility Use, and Special Events Policy to provide a detailed and prioritized statement of terms and rental rates for residents and non-residents who use and rent the facilities. The policy describes the terms, conditions, and user qualifications in connection with use of the following public parks and facilities owned by the City of Farmington:

- Shiawassee Park
- Drake Park
- Riley Park and Walter E. Sundquist Pavilion
- Governor Warner Mansion
- Flanders Park
- Memorial Park
- Women's Park
- [Dinan Park](#)
- City Hall Council Chambers and Conference Room

Applicants using or reserving City of Farmington parks and facilities agree to abide by the following rules:

I. RULES APPLICABLE TO ALL PARKS

Unless otherwise indicated, the following rules apply to all City parks:

A. HOURS OF OPERATION

Unless otherwise indicated, all public parks will be closed at dusk each day and will remain closed to the public until 6:00 a.m. on the next day. Except as provided in section I.B, no person shall remain in or enter any public park between 10:00 p.m. and 6:00 a.m. Hours of operation for a public building shall be posted on the building and may also be on display at the park.

B. ACTIVITIES PERMITTED AFTER CLOSING

The following activities may continue in parks after the parks have been closed:

- (1) City-sponsored and City supervised activities.
- (2) Activities sponsored by any individual or group that has applied for and received a permit for that activity from the City.
- (3) Activities of any City employee, contractor, custodial or maintenance personnel in the course of his duties.
- (4) Activities of any public safety officer while in performance of his/her duties.
- (5) Other approved special use.

C. ALCOHOL

Alcohol is strictly prohibited in City parks except as allowed by [City Council resolution and Special Events permit](#). Section 21-27, Farmington Code of Ordinances.

D. AMPLIFIED SOUNDS, LOUD OR EXCESSIVE NOISE

There shall be no loud or excessive noise or disturbances. The use of amplified music or sound shall comply with all City ordinances, and may be further regulated by a Special Event permit.

E. ANIMALS

- (1) No person, except a public safety officer acting in his/her official capacity, may molest, injure, kill, or capture any wild bird, or disturb any wild bird's nest or its contents.

- (2) Animals brought into a park must be under the physical control of a responsible person and restrained with a leash not exceeding six (6) feet in length.
- (3) People bringing animals into a park must immediately remove all droppings deposited by the animal and dispose of them in a sanitary method. Sections 20-292, 20-296, 20-300, Farmington Code of Ordinances.

F. APPLICANTS FOR RENTAL OR SPECIAL EVENT

Applicants wishing to reserve a park or schedule a special event must be 18 years of age or older.

The City reserves the right to deny a rental or special event application based on the applicant's past rental history, such as damaging City property, non-payment, and not following City rules and regulations. The City may also deny an application upon notice that an applicant has been convicted of malicious destruction of property or disorderly intoxication, or is listed on the state's sex offender registry.

G. AVAILABILITY OF PAVILIONS/PICNIC FACILITIES

All individual pavilions are provided on a first-come, first-served basis, unless reserved or permitted through the City of Farmington Clerk's office. Organizations or individuals not holding a reservation or permit, or not participating in a City-sponsored program, must relinquish use to program participants or permit holders. If a problem arises onsite, the permit holder can contact the Farmington Public Safety non-emergency number at 248-474-4700, ext. 2.

H. BALL GAMES

Baseball, football, and softball throwing, and rough exercise or play, are strictly prohibited in any public park or other public place, except in areas designated by the City Manager. Section 21-28, Farmington Code of Ordinances.

I. COMPLIANCE WITH LAW

Anyone using City parks and facilities shall comply with all City ordinances and Federal and State laws.

J. DECORATIONS

No nails, tacks, staples, adhesive materials, or other material that may damage any City structure or property may be used by any person. A rental or special event applicant shall remove and properly dispose of all decorations at the conclusion of their event. The applicant will be held responsible for any damage caused by the applicant or his or her guests to any structure or property.

K. DEFACING PROPERTY

No person shall write upon, mark or deface in any manner, or use in an improper way, any park property or equipment found within a park. Section 20-68, Farmington Code of Ordinances.

L. FIREWORKS AND FIREARMS

- (1) No person shall discharge any consumer fireworks in a park except in strict compliance with a permit issued by the City.
- (2) No person shall discharge in any City park or playground any firearm, air rifle, air pistol, bow and arrow, slingshot, or other instrument from which a dangerous projectile, including a metal, plastic, or rubber pellet (such as a BB), stone, or other hard object may be propelled. Section 20-228 Farmington Code of Ordinances.

M. HITTING GOLF BALLS

No person shall play golf or drive golf balls in a public park or playground. Section 21-30, Farmington Code of Ordinances.

N. HORSES

No person shall ride or lead a horse into a public park or playground, other than for approved special event uses. Section 21-31, Farmington Code of Ordinances.

O. INDECENT OR OBSCENE CONDUCT

No person shall engage in any indecent or obscene conduct in any City park or playground. Section 20-136, Farmington Code of Ordinances.

P. LITTER

No person may deposit litter in any City park or playground except in designated receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any other public place or private premises. Where receptacles are not provided, all litter must be removed from the park or playground by the person responsible for its presence and properly disposed of elsewhere in a lawful manner. Scheduled users of any City park or facility are required to remove all debris and refuse upon completion of the purpose for which the reservation applies. Section 19-63, Farmington City Ordinances.

Q. MOTOR VEHICLES

- (1) No person shall operate any motor vehicle or 2-, 3-, or 4-wheeled motorized scooter, with the exception of a wheelchair or other medical mobility device, in, upon or through any City park or playground, except in areas provided for the parking of motor vehicles, unless authorized by the City Manager or his/her designee.
- (2) Parking a motor vehicle in any of the following places in a public park is strictly prohibited:

- (a) On a sidewalk;
- (b) In front of any driveway;
- (c) Within an intersection;
- (d) Within fifteen (15) feet of a fire hydrant or instructional building;
- (e) On a crosswalk;
- (f) At any place where official signs prohibit parking;
- (g) At any place where parking is permitted for specific purposes unless the occupants of the vehicle are complying with the requirements of permitted use;
- (h) On more than one (1) designated space;
- (i) On any grass or landscaped area;
- (j) On a playground or playing field.

Section 31-60, Farmington Code of Ordinances.

R. OBSTRUCTING WALKS, DRIVES, AND RIVERS

No person may obstruct any walk, drive, or river in any City park or playground, other than for an approved special event use. Section 21-26, Farmington Code of Ordinances.

S. PARK RESERVATIONS

Applications for park reservations are available in the City Clerk’s office or on the City website. The City will not mail applications or accept phone reservations unless otherwise indicated. All fees and deposits must be paid in full before any reservation date will be accepted. A reservation is not complete until the application and fee are received and the application approved.

T. WAIVER OF FEES AND DEPOSITS

The City in its sole discretion may waive any deposit or fee required for rental of City parks and facilities, or for holding any special event, for Farmington Community Library, Farmington Public Schools, and other City organizations.

II. RULES APPLICABLE TO SHIAWASSEE PARK, DRAKE PARK, RILEY PARK AND WALTER E. SUNDQUIST PAVILION, GOVERNOR WARNER MANSION, AND CITY HALL

In addition to the general rules stated above, the following rules apply to Shiawassee Park, Drake Park, Riley Park and Sundquist Pavilion, Governor Warner Mansion, and City Hall.

A. SHIAWASSEE PARK

Shiawassee Park is an 18-acre multiple use park located along the river that offers outdoor amenities for the entire community. The park features a three-quarter mile walking course, two (2) tennis courts, four (4) baseball fields with one (1) lighted field, a children’s playscape

and gazebo, a picnic area with large pavilion, restrooms, and a picturesque river. Restrooms are closed November-April.

- (1) Tennis Courts: Tennis courts operate on a first-come, first-served basis. No permit or reservation is required. Users must relinquish the court after one hour of play when others are waiting.
- (2) Baseball Fields: Baseball fields are heavily programmed for adult and Little League softball and baseball activities during the season. Fields are scheduled as follows:
 - (a) Adult softball games are scheduled through the City of Farmington Hills Special Services Department.
 - (b) Little League baseball and softball is scheduled through Farmington Hills Special Services Department and the South Farmington Baseball, Inc.
 - (c) Unreserved fields are open to the public except when undergoing maintenance work.
 - (d) Organizations or individuals not holding a field reservation must relinquish the ball field to reservation holders.
- (43) Pavilion/Gazebo Reservation and Special Events: The Shiawassee Park Pavilion and Playscape Gazebo are available for daily rental for small groups and special events. Use of the park is on a first come, first served basis, subject to special event rules and regulations. See the Reservation and Special Events Policies, below, for information.
- (54) River: Disposing of cans, bottles, garbage, or waste material of any kind into the river is prohibited. Wading or swimming in the river is prohibited. Wildlife shall not be disturbed.
- (65) Tents: Temporary tents may be erected in connection with a reservation; provided, however, that no more than four (4) tents are allowed. No more than 400 square feet of tent space is permitted, and no single tent larger than 20' x 20' is permitted.

B. DRAKE PARK

Drake Park is a 10-acre multiple use park featuring four (4) baseball fields with one (1) lighted field, two (2) volleyball courts, two (2) basketball hoops, a playground, a picnic area, and restrooms. Restrooms are closed November-April.

- (1) Tennis and Basketball Courts: Tennis and basketball courts operate on a first come, first serve basis. No permit or reservation is required. Users must relinquish the court after one hour of play when others are waiting.
- (2) Baseball Fields: Baseball fields are heavily programmed for adult and Little League softball and baseball activities during the season. Fields are scheduled as follows:
 - (a) Adult softball games are scheduled through the City of Farmington Hills Special Services Department.

- (b) Little League baseball and softball is scheduled through the Farmington Hills Special Services Department and the South Farmington Baseball, Inc..
- (c) Unreserved fields are open to the public except when undergoing maintenance.
- (d) Organizations or individuals not holding a field reservation must relinquish to reservation holders.

(3) Special Events: There are no structures available for reservation. The park is available on a first come, first served basis, subject to special event rules and regulations.

C. RILEY PARK AND WALTER E. SUNDSQUIST PAVILION

Riley Park and the Walter E. Sundquist Pavilion ("Sundquist Pavilion") are located in the heart of downtown Farmington. The three-quarter acre park features a large pavilion, park benches, and ample green space for visitors to relax and socialize with friends while enjoying downtown shops and community events. The park and pavilion form the central hub of the downtown business district and are host to the popular Rhythms in Riley Park concert series, Farmington Farmers & Artisan Market, Art on the Grand, Farmington Area Founders Festival, Harvest Moon Celebration, and the Riley Park Ice Rink. Because of its small size, its regular use for City and City-related events, and the use of adjacent parking by others, Riley Park/Sundquist Pavilion is not available for reservation by private individuals or entities. Use of the Park and Pavilion is therefore reserved for City events, and for the events of other public entities such as the Library, Schools, and Downtown Development Authority (DDA) that are approved by the City Manager or City Council. No other special events shall be permitted.

(21) Riley Park Ice Rink:

- (a) The Riley Park Ice Rink is open daily, weather permitting.
- (b) Hours of Operation:
Sunday–Thursday 8:00 a.m.-10:00 p.m.
Friday-Saturday 8:00 a.m.- 11:00 p.m.
- (c) Skating Fees:
Skating is free. Donations to off-set operational costs are welcome.
- (d) Skating is not allowed during maintenance and resurfacing. Skaters must leave the ice when ordered to do so.
- (e) Ice Rink Rules:
 - Please be courteous and share the ice.
 - Please respect the "CLOSED FOR MAINTENANCE" signs when posted and any orders to leave the ice for maintenance or resurfacing.
 - Use at your own risk. The City of Farmington does not assume responsibility for any injury or any loss, theft or damage to personal items.
 - Safety gear is recommended on the rink at all times.
 - No objects, food, drinks, alcohol or pets are allowed on the rink.
 - No skate attendant is on duty.
 - Hockey sticks, pucks, games and rowdy activity are not allowed, except that the City Manager may approve organized special events (e.g., a

youth hockey game/tournament) in accordance with the Special Events Policy set forth below.

- Skate counter clockwise around the rink.
- Stay on rubber pads when walking with skates.
- Ice skates must be worn on rink. Guests without ice skates are not permitted on the ice rink.
- No trespassing when rink is closed.
- Restrooms are not available during winter months.
- For emergencies call 911.

D. GOVERNOR WARNER MANSION

The Governor Warner Mansion is the former home of Michigan's 26th Governor, Fred Warner (1905-1911). The Mansion is a magnificent Victorian Italianate home filled with period furnishings, historic artifacts, and Warner family memorabilia. Sitting on almost three acres, the Mansion is surrounded by beautiful gardens, many of which were planted by Edessa Warner Slocum, the daughter of Governor Warner. The Mansion is now an informal historical museum, offering regular tours and community events that celebrate a bygone era.

- (1) Hours of Operation: The Mansion is open Wednesdays and the first Sunday of every month from April-December between the hours of 1:00 p.m. - 5:00 p.m.
- (2) Calendar of Events and Holiday Hours: A calendar with information on events and special holiday hours is posted on the grounds and on the City's website at www.farmgov.com.
- (3) General Admission/Group tours:
Adults \$3.00
Youth (7-12) \$1.00
Children 6 and under free with an adult
- (4) Park Reservation and Special Events: The Governor Warner Mansion grounds are available for daily rental for small and large group events. See the Reservation and Special Events Policies for information.

E. CITY HALL

City Hall is the venue for a variety of public meetings held at regularly scheduled intervals by elected, appointed, and volunteer boards and commissions. Regularly scheduled meetings include those held by the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Grand River Corridor Improvement Authority, Historic Commission, the Library Board, Neighborhood Watch Committees and more. Up-to-date meeting information and a monthly calendar of events are maintained on the City website. The public is welcome to attend public meetings.

- (1) Hours of Operation: Hours of operation are Monday-Friday 8:30 a.m. – 4:30 p.m.

- (2) Meetings & Agendas: Meetings are held in City Council Chambers and Conference Room in City Hall. All public meetings are held in accordance with the Michigan Open Meetings Act.
- (3) Special Events and Facility Rentals: The City Hall Council Chambers and Conference Room are available for use for official city business and city-sponsored events. The Council Chambers is also available for civil wedding ceremonies. For all other events, City Hall Council Chambers and Conference Room are not available for use by the public for other purposes or events.

III. RESERVATION PROCEDURES

A. APPLICABILITY

- (1) Reservations will be accepted for the Pavilion and Playscape Gazebo in Shiawassee Park and for the Governor Warner Mansion grounds. Groups smaller than one hundred (100) people or fewer may reserve the Pavilion, Gazebo or Mansion grounds by submitting a Park Reservation Application and required fee to the City Clerk's office during normal business hours. The Application will be reviewed by the City Clerk's office for compliance with this Policy. Groups of larger than one hundred (100) people are required to submit a Special Events Application and comply with the Special Events Policy. See the Special Events Policy for information.
- (32) The City does not accept reservations for Flanders Park, Memorial Park, ~~or~~ Women's Park, or Dinan Park. These parks and their amenities are available for use on a first-come, first-served basis. Planned gatherings that require a special event permit as provided by ordinance or by these rules are allowed in Drake Park, but not Flanders Park, Memorial Park, ~~or~~ Women's Park, or Dinan Park.
- (43) The City does not accept reservations for City Hall Council Chambers and Conference Room except for City official business, City-sponsored events, and civil wedding ceremonies.

B. RULES FOR RESERVING SHIAWASSEE PARK, DRAKE PARK, AND WARNER MANSION

In addition to the general rules stated in this Policy, the following rules apply to reservations at Shiawassee Park, Governor Warner Mansion, and City Hall.

- (1) Shiawassee Park and Drake Park:
 - (a) Pavilion/Gazebo Reservation Procedures at Shiawassee Park and Park Reservations at Drake Park:
 - (i) Reservations for the Pavilion and Playscape Gazebo may be made beginning January 1 for each calendar year.
 - (ii) Applications for reservation of the Pavilion and Playscape Gazebo can be obtained from the City Clerk or City Manager's office and can be found on the City's website at: www.farmgov.com.

- (iii) Weekend reservations for the Pavilion and Playscape Gazebo are limited to residents of Farmington or Farmington Hills, businesses located in Farmington or Farmington Hills, civic and any affiliate community groups located in Farmington or Farmington Hills, the Farmington School District, and any affiliate organizations located in Farmington or Farmington Hills, or any church located in Farmington or Farmington Hills.
 - (iv) Reservations at Shiawassee Park include use of electricity and restrooms; reservations at Drake Park include restrooms and water.
 - (v) Events may be rescheduled within the same calendar year based on availability of day and time. The original permit must be returned before a replacement is issued.
 - (vi) Amplified music is permitted but may not exceed noise ordinance standards.
 - (vii) The park is open to the public at all times. Reservation of Shiawassee Pavilion or the Playscape Gazebo does not guarantee exclusive use of the park grounds.
 - (viii) Tents that stake down are not permitted
- (b) Approval Process:
An application for an event utilizing the Pavilion or Playscape Gazebo expected to involve less than one hundred (100) people may be administratively approved by the City Clerk's Office provided the event does not require any of the following: (i) portable restrooms, (ii) electricity exceeding 110v/15 amp, (iii) more than four (4) grills or outside vendors stationed at the park, (iv) music or amplified noise likely to exceed noise ordinance standards, and/or (a tent larger than 20x20). If an event does not meet these criteria, a Special Events Application must be submitted. Special Events that are expected to involve more than one hundred (100) people but less than one hundred fifty (150) people shall be approved by the City Manager. Special Events involving more than one hundred fifty (150) people must be approved by City Council.
- (c) Fees:
Pavilion (maximum capacity: 100):
Farmington/Farmington Hills residents - \$35 per hour/\$125 max. per day;
Non-residents - \$65 per hour/\$300 max. per day.
- Playscape Gazebo (maximum capacity: 20):
Farmington/Farmington Hills residents - \$35 per hour/max. of two hours; Non-residents - \$65 per hour/max. of two hours.
- All fees are non-refundable once the event is approved.

(2) Governor Warner Mansion

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- (a) Reservation Procedures:

- (i) The City Clerk will accept reservations for weddings, commercial photography, promotional or appreciation events, fundraising events for the Governor Warner Mansion or Historical Commission, group tours, and self-catered porch parties.
 - (ii) Applications for Warner Mansion can be found on the City's website at: www.farmgov.com
 - (iii) Groups of one hundred (100) people or more must submit a Special Events Application and comply with the Special Events Policy. Special Events that are expected to involve more than one hundred (100) people but less than one hundred fifty (150) people shall be approved by the City Manager. Special Events involving more than one hundred fifty (150) people must be approved by City Council.
 - (iv) Rentals of Governor Warner Mansion include use of electricity and cold water.
 - (v) A handicap accessible restroom is available for use on the west side of the Mansion. Restrooms are closed November-April.
- (b) Weddings:
- (i) Only one wedding event per day will be allowed on the Mansion grounds.
 - (ii) The applicant is responsible for set up of chairs and other amenities.
 - (iii) Seating on the inner perimeter of the Gazebo will accommodate 25-30 people. Extra chairs may be provided by the applicant. While the lawn will accommodate many guests, parking in the immediate area is limited and may restrict the size of the event.
 - (iv) Gazebo Capacity - 25-30 persons. Mansion Porch Capacity – 30 persons. The applicant agrees to comply with the maximum capacities.
 - (v) Parking may be available in the adjoining church parking lot. Shuttle service from more remote parking locations may be provided by the applicant.
 - (vi) Vehicles may not block any driveway or be driven on the lawn or landscaped areas for loading, unloading or parking.
 - (vii) Confetti and rice are not permitted on the grounds.
 - (viii) Caterers must use self-contained equipment and may not use the house kitchen.
 - (ix) Amplified music is not permitted (i.e., DJs, PA systems, large speakers, boom boxes, etc.). Small ensembles or electronic keyboards may be utilized but may not exceed noise ordinance standards.
 - ~~(x) Alcohol is not permitted on the grounds.~~
 - ~~(ix)~~ Guests may use the Mansion porch in case of inclement weather. The Mansion itself will not be opened. No other shelter is provided.
 - ~~(xix)~~ Tents with stakes are not permitted.
 - ~~(xii)~~ A handicap accessible restroom is available on the west side of the main building. Restrooms are closed November-April.
- (c) Commercial Photography:
- (i) All commercial photography at Warner Mansion requires a reservation.

(ii) Reservations for prom photography will be taken in the following order of preference: 1) Farmington Public Schools; 2) Farmington and Farmington Hills residents who attend non-public schools; and 3) students from other schools.

(d) Fees:

General Admission/
Group Tours:

Adults - \$3.00
Youth, 7-12 Years - \$1.00
Children, 6 and under free with an adult

Group Rental/
Weddings:

Gazebo Rental - 2 ½ Hour Minimum Rental
Farmington/Farmington Hills residents - \$250.00
Non-residents - \$300.00
\$50.00 Deposit Required

Each additional hour (or portion thereof):

Residents - \$100.00
Non-residents - \$125.00

Wedding/Solemnized by Mayor - \$50.00

Commercial Photography: \$50.00/hr or \$1,000 annual permit fee

Miscellaneous Fees:

Tent (3-days) - \$ 500.00
Family groups (donations) - \$35.00
Non-wedding groups - \$100.00/hr
Porch (2-hour time limit) - \$75.00, plus \$25.00 for each additional hour.
Extended uses such as tent setup, etc. must be negotiated with the City for pricing.

All Warner Mansion rental fees are non-refundable once the event is approved.

(3) City Hall – Wedding Ceremonies

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(a) Inquiries for reservation of City Hall Council Chambers for civil wedding ceremonies should be directed to the City Clerk's office during normal business hours.

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(b) The procedures and requirements set forth in the City's Wedding handbook shall be followed.

(c) The space for ceremonies is small. Applicants should plan accordingly to avoid disruption of City business and other activities.

(d) There is a \$50.00 non-refundable fee for ceremonies, once scheduled.

- (14e) The Mayor reserves the right to cancel and re-schedule a ceremony if the participants or guests are more than fifteen (15) minutes late from the scheduled ceremony time. A \$25 late fee may be charged in the event of a cancellation or re-scheduling.

IV. SPECIAL EVENTS

The City hosts a full calendar of special events that attract visitors and residents of all ages and showcases the City, its merchants and downtown business district. Farmington is an active City with many walks, runs, races, parades, concerts and holiday events that encourage good health, promote community involvement, and support worthy causes.

A. POLICY

This policy covers all special events, including the commercial filming of locations and events in the City. Any organization wishing to sponsor or hold a special event in the City will be required to complete the City of Farmington Special Event Application.

The City may hold its own special events. It may contract with one or more non-public organizations to perform special event services or it may jointly sponsor a special event with one or more organizations. In such cases, the City administration ~~and may require~~ the participating organizations shall submit a Special Event Application ~~to City Council~~, which shall include a presentation statement of the nature of the City's participation (if any).

The City will provide a complete review of any Special Event Application, including consultation with the applicant, as may be reasonably necessary.

B. SPECIAL EVENT APPLICATION REQUIRED

Special Event Applications are available from the City Manager's office, the City Clerk's office, or online at www.farmgov.com.

Completed applications must be submitted to the City Manager's office at least thirty (30) days before the start of the event. The City Manager may waive the thirty (30) day requirement if the application does not require Council approval.

Except as otherwise provided in this Policy, the events listed below require a Special Event Application:

- (1) Events of twenty-five (25) or more people on City property or public streets (with the exception of park reservations permitted in Shiawassee Park, Drake Park or Governor Warner Mansion.
- (2) Events of twenty-five (25) or more people that are likely to interfere with pedestrian or vehicular traffic along a public right-of-way or interfere with the use of private property generally open to the public.
- (43) Multi-day events that require reservation of, or interfere with the use of, a City park, public facility, or public street.

- (54) Activities involving alcohol service or amplified music on public grounds.
- (65) Activities that involve fireworks.
- (76) Any event where animals are on display or included as part of the activities.
- (87) Any event described in this Policy as requiring a Special Event Application.

The application will be reviewed and acted upon in accordance with the requirements and standards for approval set forth in Chapter 4, Article VI of the City Code.

C. APPROVAL PROCESS AND APPEAL

- (1) City Manager Review and Approval: The following Special Event Applications that do not require City Council approval under Section (2) below may be approved by the City Manager without City Council review:
 - (a) Public Property: Except as to reservations that the City Clerk is authorized to accept and approve under this Policy, an application for a special event on public property that meets the requirements of the Special Event Policy may be administratively approved by the City Manager if all of the following conditions are met:
 - (i) The applicant is a local civic organization, school, library, local business, or resident of Farmington or Farmington Hills and the event is open to the public,
 - (ii) The event involves less than one hundred fifty (150) attendees.
 - (iii) The event will be located in or disrupt a limited park area and will require a limited parking lot closure as determined by City Administration.
 - (iv) Outside security is not needed as determined by the Farmington Public Safety Department.
 - (v) A limited number of outside vendors will be used as determined by City Administration.
 - (vi) Electricity requirements do not exceed 110v/15 amp.
 - (vii) Music and amplified noise will not exceed noise ordinance standards as determined by City Administration.
 - (b) Private Property: An application for a special event on private property that meets the requirements of the Special Event Policy may be administratively approved by the City Manager if all of the following conditions are met:
 - (i) The event takes place in a commercial or industrial zoned district and is located not less than 250 feet from any residential district.
 - (ii) The event involves less than one hundred fifty (150) attendees.
 - (iii) Outside security is not required as determined by the Farmington Public Safety Department.
 - (iv) Music and amplified noise will not exceed noise ordinance standards as determined by the City.

- (v) Alcohol will not be served at the event.
 - (c) Block Parties: Block Parties that meet the requirements of the Special Event Policy and are held entirely within the boundaries of the City of Farmington may be approved by the City Manager.
 - (d) Shiawassee Park: Applications for events at Shiawassee Park involving less than one hundred fifty (150) people but more than 100 people may be approved by the City Manager, provided the event does not require portable restrooms, electricity exceeding 110v/15 amp, more than four (4) outside vendors stationed at the park, or music or amplified noise that exceeds noise ordinance standards. Special events not meeting these criteria require City Council approval. Outside security is not required as determined by the Farmington Public Safety Department.
 - (fe) The City Manager may, in his or her sole discretion, forward any Special Event Application to City Council for review and action.
 - (ef) Appeal: Any person aggrieved by a decision of the City Manager may file a written notice of appeal with the City Clerk's office within 10 days after receipt of the decision. Any decision not timely appealed will be final. Upon receipt of a timely appeal, the matter will be scheduled for consideration at the next City Council meeting. The applicant will be given an opportunity to attend the meeting where the application will be discussed and will be notified in writing of Council's decision within 10 days following Council's consideration of the matter.
- (2) City Council Review and Approval: The following Special Event Applications require City Council approval:
- (a) Public Property: An application for a special event on public property requires City Council approval if one or more of the following conditions exist:
 - (i) Attendance at the event is expected to exceed one hundred fifty (150) people.
 - (ii) Programmed activities will span multiple days.
 - (iii) Alcohol will be served.
 - (iv) Portable restrooms are necessary.
 - (v) Electrical needs exceed 110v/15 amp.
 - (vi) Music and amplified sound is expected to exceed noise ordinance standards.
 - (vii) Food service at the event will involve more than four (4) food vendors as part of the activities.
 - (viii) The event will require significant park or parking lot closures, or any road closures.
 - (ix) Animals will be displayed or included in any activity during the event.
 - (x) The event will require additional security as determined by the Farmington Public Safety Department.

- (xi) The application is forwarded by City Administration for review and action by City Council.
 - (xii) The event includes the following activities: Carnivals, Fairs, Festivals or other Amusement activities; Fireworks or Pyrotechnic Displays; Organized Demonstrations; Open Flames, or other similar type events.
- (b) Private Property: An application for a special event on private property requires City Council approval if one or more of the following conditions are met:
- (i) Off-street parking is required.
 - (ii) Activities span multiple days.
 - (iii) The event will require security as determined by the Farmington Department of Public Safety.

D. CITY SERVICES PROVIDED FOR SPECIAL EVENTS

The City will provide support to special events on the following basis:

- (1-) City-Operated Events: The City may operate certain special events directly. The full cost of these events will be funded by the City.
- (2-) Co-Sponsored Events: The City may co-sponsor certain events with other organizations when City Council determines that the event is of general interest to the public and is in the best interest of the City.
- (3-) Other Nonprofit Events: The City may, but is not required to, assist special events operated by nonprofit organizations. These events must meet all requirements of the Special Events Policy and must reimburse the City for any City costs in excess of the approved support level, if any, under the fee schedule below.
- (4-) For profit Events: The City may allow special events operated by for-profit sponsors that are in the best interests of the City. These events must meet all requirements of the Special Events Policy and must reimburse the City for any City costs in excess of the approved support level, if any, under the fee schedule below.

E. FEES FOR SPECIAL EVENTS

Fees shall be charged for City services provided to special events, including but not limited to security and cleanup, as follows:

- (1-) Straight time shall be the hourly cost for any employee working on a special event during the "normal work day," including the actual cost for fringe benefits.
- (2-) Overtime shall be the hourly cost for any employee working on a special event during a time period which would be considered overtime for City payroll records, including the actual cost for fringe benefits.

- (3-) Purchased or rented materials shall include all direct costs for all materials purchased or rented by the City of Farmington for use at the event.
- (4-) Equipment charges shall be the current equipment rental rates charged by the City of Farmington.
- (5-) An administrative fee of ten percent (10%) shall be added to the total billing. This administrative fee shall cover the City's expenses related to supervision, use of supplies (i.e. cleaning supplies, paper products, trash bags), and costs associated with payment of bills pertaining to the event.

F. BILLINGS FOR SPECIAL EVENTS

Special event billings by the City shall be itemized as follows:

Public Safety Employee \$70/hour (with a minimum of 2 hours)	\$	
Public Services Employee \$70/hour (with a minimum of 2 hours)	\$	
Equipment Charges		\$
Purchased Materials		\$
Rented Materials	\$	
Subtotal	\$	
Plus 10% Administrative Fee	\$	
Less amount of City support	\$ _____	
NET TOTAL BILLING	\$ _____	

A cash deposit or other security acceptable to the City will be required in an amount equal to the amount estimated by the City to be billed for City fees as described above. The estimated City fees shall be listed as a part of the City Council resolution authorizing the special event. Arrangements for the deposit or other acceptable security are to be made by event organizers not less than twenty-one (21) working days before the start of the event.

G. CIVIC ORGANIZATIONS AND MERCHANTS IN SPECIAL EVENTS

It is the desire of City Council and the residents of Farmington that local, non-profit organizations and local merchants in the vicinity of the special event being held be given the opportunity to participate in the special event to the greatest extent practical, depending upon the nature and purpose of the event. An applicant must demonstrate that reasonable efforts have been made with regard to such inclusion and participation. Such efforts may include (but are not limited to) direct contact or correspondence.

H. SPECIAL EVENT SIGNS

The Special Event Application shall include a description of any proposed advertising signs which are to be used for the event. The use of signs shall conform with the description

contained in the application, or as modified in the approval process. Except as expressly approved otherwise, event signs shall be subject to the following restrictions:

- (1) No more than five (5) signs will be permitted for each event, subject to the requirements of the City's sign ordinance and other applicable provisions of the City Code;
- (2) No such sign shall be erected on any property without the express permission of the owner.
- (3) Signs may not be erected on any property without the express permission of the owner; and
- (4) All special events signs shall comply with Chapter 25 of the City of Farmington Code of Ordinances. and all other applicable governmental regulations, including all regulations pertaining to signage in the public right-of-way.

Additional signs may be erected as needed at the site of the event during the event's occurrence with the City Manager's approval.

31. VIDEO OR FILM PRODUCTION

Video or film production in a park must, in addition to compliance with all applicable requirements in this Policy, also comply with City ordinances and permit requirements in the City Code.

41. LIABILITY INSURANCE REQUIREMENTS

In order to comply with the City's insurance liability carrier, the City shall require that all sponsors of events or commercial video or film crews carry liability insurance with coverage of at least \$1,000,000 except for Class I - Low Hazard events approved by the City Manager as provided below. An event sponsor shall be required to provide a valid certificate of insurance naming the City of Farmington as an additional insured prior to the event. City Council may require higher levels of Insurance based on risk factors and past experience.

All special events shall be reviewed by the City Manager.

It shall be the policy of the City of Farmington not to routinely require insurance coverage for events classified as Class I - Low Hazard, and the City Manager may waive insurance requirements for Class II- Moderate Hazard events depending on evaluation of risk.

The City Manager may place additional requirements on any event. These requirements may include specific staffing levels for Police, Fire, Paramedic, Public Services or other personnel. Expenses for these requirements will be billed to the sponsoring organization under the terms of the policy.

The City Manager will review each Special Event Application received and assess the potential liability risk of the City based on the following risk categories:

Class I - Low Hazard involves little physical activity by participants and no hazardous exposure to spectators. Examples of events in this category include, but are not limited to, meetings, seminars, social gatherings, theatrical performances, auctions, and car shows (vehicles parked).

Class II - Moderate Hazard involves moderate physical activity by participants and no significant hazardous exposure to spectators. Events in this category include, but are not limited to, amateur team sports, dances, animal shows, car cruises, political rallies, flea markets, picnics and parades with no floats.

Class III - Substantial Hazard involves major participation by participants and/or moderate risk to spectators. Events in this category include, but are not limited to, parades with floats, marathons or races, festivals, circus/carnivals and team sporting events.

Class IV - High Hazard involves danger or significant risk to spectators and/or participants. Examples of events in this category include, but are not limited to, concerts, ~~alcoholic beverage sales~~, vehicle races, fireworks displays, professional or collegiate sporting events.

As a result of the review of the event by the City Manager, some events may require that additional City staff or representatives of the City be on site during the event.

In addition, the City Manager, Superintendent of Public Works and City Public Safety officials have the authority to cancel or stop any event or place additional restrictions on the event, if it is deemed that the public health, safety or welfare would be better served with additional restrictions.

↳K. TRAFFIC CONTROL AND SAFETY REQUIREMENTS

The special event sponsor shall be responsible for complying with all traffic control and safety procedures required by the City during the event. The requirements will be indicated in the notice of approval, and the City may request additional requirements during the event, as necessary for the safety of the public.

All special events which allow participants soliciting funds in street intersections shall comply with Farmington Code of Ordinances Section 22-3 and Public Safety instructions.

↳L. PARTICIPANT WAIVER OF LIABILITY

The special event sponsor shall be responsible for obtaining all signed indemnification agreements as required by the City. Samples of the basic agreements are attached to this policy. Specific requirements may be indicated in the City's written confirmation of approval.

↳M. VENDOR INSURANCE AND LICENSE REQUIREMENTS

All vendors must complete the concession waiver of liability prior to opening of the vending operations.

An event that is serving food must have all food vendors approved by the Oakland County Health Department. All food vendors must supply a valid certificate of insurance naming the City of Farmington as an additional insured prior to opening of the food stand. All food vendors must post a valid temporary food license if required by the Oakland County Health Department. Food vendors are responsible for any and all fees related to obtaining a food license.

EN. TWO OR MORE APPLICATIONS FOR THE SAME DATE

Residents of the Cities of Farmington and Farmington Hills will be given preference over non-residents with regard to the rental of public parks and facilities. In the event that two or more special event applications are received for the same date and time, the applications will be considered (until approved) in the following order: (a) City of Farmington and City of Farmington Hills Programs, (b) Other governmental agency and departmental programs and 501(c)(3), nonprofit events, (c) Private resident and third party functions, (d) Nonresident events.

PO. RESERVATION OF ANNUAL EVENT DATES

If an event is intended to be an annual event at regularly scheduled dates, the current year's application may include the following year's requested dates. Approval of the current year's application will include reservation of the next year's proposed dates. However, it will not constitute approval of next year's event, which must have its own timely application submitted for City approval. In general, the City will not approve special event dates more than eighteen (18) months in advance.

EP. RESERVATION OF MULTIPLE DATES WITHIN CALENDAR YEAR

The City intends and expects that its parks will be available for all those who desire to use them. The City therefore does not encourage the reservation of its parks on multiple dates by the same user. The City reserves the right to refuse reservations for multiple dates within the same year or to limit the number of such dates. The City may consider any appropriate factors in determining whether to grant reservations for multiple dates, including, but not limited to: time of day, day of the week, expected conflicts or likelihood of other use, effect on area residents or businesses, and effect on City resources.

RQ. WRITTEN CONFIRMATION OF CITY APPROVAL

Upon approval of the Special Event Application, a written confirmation as to the action of City Council or City Manager will be forwarded to the individual or organization requesting the event by the City Clerk's office. This confirmation will outline any special conditions that must be met if the event is to be held. The Special Event Application must be completed for all special events that take place on public lands or lands that are controlled by the City of Farmington.

SR. DISCRETION TO DENY APPLICATION

The city, at its sole discretion, reserves the right to limit and/or deny requests for meetings, parties, or other events. In reviewing a request, the city shall consider factors including but not limited to: (a) the applicant's history of compliance with use policies; (b) the conformity of the application to this Policy and all other applicable policies, ordinances, laws, and regulations; (c) whether using the facility as proposed would threaten public health, safety, or welfare based on factors including but not limited to the ability to manage crowds at the facility, expected public interest, need to maintain order due to expected protests at event; (d) the consistency of the proposed use with the purposes for which the room is designed and intended, such as but not limited to the size, dimensions and existing furniture, fixtures and equipment in the room; (e) the availability of the room or facility; (f) whether proposed use would conflict with administration or needs of, or uses by, the City government; and (g) any other factor deemed relevant by the Facility Manager of the facility involved.

TS. CANCELLATION

The City reserves the right to accept, reject, or cancel any event, use, usage agreement or reservation for any reason and in its sole discretion. If a facility is mistakenly scheduled for more than one event, use or reservation of a City facility at the same time, the City Manager or Clerk shall contact each party involved to identify the mistake and ascertain whether any party shall will voluntarily agree to reschedule, and if not then the City Manager or Clerk shall, within their discretion, decide which party's event, use, usage agreement, or reservation is cancelled due to a scheduling mistake as describe above or circumstances beyond control of the City including but not limited to weather, loss of utilities, civil unrest, or other uncontrollable happenstance, the event will be rescheduled at the earliest convenience of all parties. If a usage fee has been paid in connection with an event use, or reservation must be must be cancelled due to scheduling mistake by the City as described above or cancellation by the City for any reason (other than circumstances beyond the City's control) and the event, use, or reservation cannot be rescheduled for any reason, the City shall refund such usage fees to the User, which shall be the full extent of the liability of the City in connection with such a cancellation incurred by a User (other than a refund if applicable).

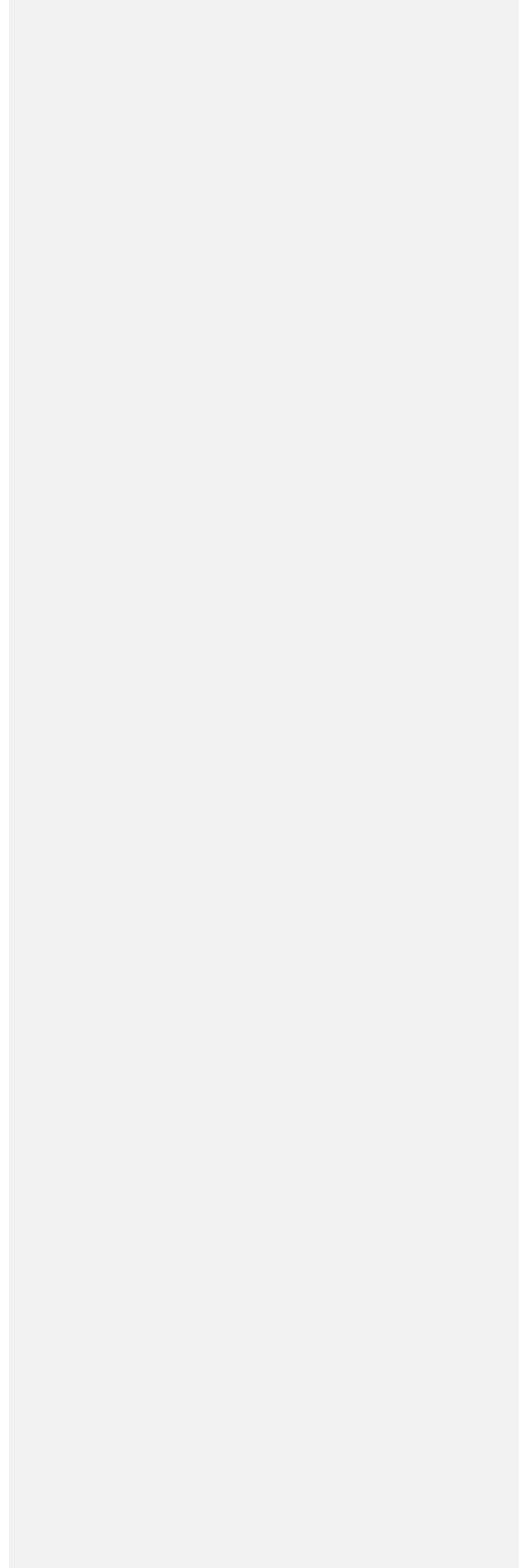
UT. PROHIBITED USES

City facilities listed herein shall not be used for: a) activities that are in conflict with City policies, rules or ordinances, state or federal laws; b) activities which are discriminatory in the legal sense; c) illegal gambling; d) the primary purpose of petition signature gathering; e) political campaign events or fundraisers except in Shiawassee Park; or f) religious services or regular worship activities except in Shiawassee Park. Reservations of, or special events in, City park properties may not be for profit or for a continual recreational-type program. The City does not allow private functions within its parks to charge a fee, admission, or accept donations. Sales of merchandise, products and services are prohibited.

VU. CITY-SPONSORED EVENTS

The City and City-sponsored uses and events are specifically excluded from compliance with any and all requirements of this Policy.

|



V. POLICY AND RULES REGARDING ALCOHOL ON PUBLIC PROPERTY

A. PURPOSE

The purpose of this Policy and corresponding Rules is to prevent common and recognized problems that can arise from alcohol consumption, to ensure a safe and enjoyable environment for all those who use City facilities, and to reduce the risk of liability.

B. GENERAL PURPOSE

The City does not maintain a liquor license for any of its facilities. In addition, by City ordinance, alcohol may not be consumed at public facilities except as authorized by City Council resolution. The City Council has determined that, at the specific facilities designated in this policy *only*, alcohol can be possessed and consumed either:

- (1) Under a special event license issued by the State of Michigan/Liquor Control Commission to a non-profit organization for a specific event; or alternatively
- (2) As part of a private event for which no license is required from the State of Michigan.

Private events for which no special event license is required are those in which a limited number of people are invited in connection with a private gathering—such as a wedding shower or reception or a banquet sponsored for a particular group of individuals and their guests—and alcohol is provided free of charge by the host or Sponsor or brought to the event by individuals for personal consumption.

Events requiring a special event license are those that the general public is permitted to attend and which involve the provision of alcohol by the non-profit entity sponsoring the event for a charge, as Michigan law does not allow the provision of alcohol to the general public free of charge.

Some of the following rules apply to either type of event. Additional rules may apply depending on which type of event is held.

The City reserves the right to deny the request for the use of alcohol, and to deny the Alcohol Use Application, if it finds that the Sponsor cannot or likely will not meet the requirements of this Policy and these Rules, cannot sufficiently indemnify or hold harmless the City, or if the proposed event is in any way inconsistent with the use of the public facilities and the purpose of this Policy as stated above.

C. GENERALLY-APPLICABLE RULES

- (1) Unless otherwise specified in this Policy and under these Rules, an Alcohol Use Application shall be completed indicating the intent to serve or sell alcoholic beverages. Approval shall be received from the City Manager and the Public Safety Director, or their designees. An Application for a *private event* shall be submitted at least five (5) business days before the event. An Application for an event under a *special event license* shall be submitted at the time the application for the license is submitted to the State of Michigan Liquor Control Commission.

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(2) A \$200 deposit is required to be paid seven (7) days in advance of the event to guarantee compliance with these rules. The deposit is refundable at the conclusion of the event unless forfeited in accordance with these rules.

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(3) No alcohol may be consumed at any City facility during hours of operation for the conduct of official business. (8:00 am to 5:00 pm, Monday through Friday.)

(4) No open alcohol may be taken from the City facility. All alcoholic beverages shall be consumed on the premises where use has been authorized.

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(5) Alcohol may be possessed or consumed only by individuals over the age of 21. The event Sponsor shall ensure that identification is in accordance with applicable law, to ensure that no one under the age of 21 is served alcohol. The only acceptable forms of identification shall be a state or other official identification card, a driver's license with photo, or a passport.

(6) No alcohol shall be served to any person who is obviously intoxicated. Doing so may result in criminal prosecution.

(7) Alcohol must be possessed, consumed, and served only in areas designated for the specific event by the City.

(8) City representatives may enter the event at any and all times to review compliance with this policy and these rules.

D. EVENT SPONSOR OBLIGATIONS

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For purposes of this policy, "Sponsor" means the person or group responsible for organizing an event involving alcohol in a City facility or on City lands.

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Individual representative(s) of the event Sponsor shall be identified in the Alcohol Use Application and the event Sponsor, if an individual, or at least representative of the event Sponsor, if a group, must be present at the event at all times.

The event Sponsor is responsible for:

(1) Submitting the Alcohol Use Application, if required, and posting the required deposit.

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(2) Securing and paying the premium for insurance and providing proof of insurance (to the extent required by this Policy and these Rules).

(3) Securing the required special event license from the State of Michigan/Michigan Liquor Control Commission, if alcohol is to be sold at the event.

(4) Providing "server trained" supervisors or bartenders as required in this Policy and these Rules.

(5) Providing the required hold harmless/indemnification agreement to the City.

E. INSURANCE

Insurance requirements differ depending on whether the event involves the sale of alcohol to invited members of the public in connection with an event sponsored by a non-profit organization or is a private event at which the Sponsor provides the alcohol free of charge or alcohol is brought for personal consumption.

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(1) *Non-Profit "special event"*

A certificate of insurance coverage of not less than \$500,000 per occurrence and a minimum aggregate coverage of not less than \$1,000,000, including \$1,000,000 of alcohol liability coverage, is required to cover any liability arising out of or associated with the event. The City of Farmington and its City Council, officers, agents, and employees must be named as "additional insured." The certificate is required five (5) days in advance of the event. The certificate shall be provided to the City Clerk's office, which shall be responsible for verifying that the required coverage is provided.

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(2) *Private event/party*

Sponsors must provide a copy of their Personal Liability Home Owners, Condominium Owners, or Renters liability policy. Sponsors are strongly encouraged to advise their insurance broker that they will be serving/selling alcohol at an event away from their residence in order that their Personal Liability Home Owners or Tenants and Condominium Owners Liability can be extended and endorsed to include Host Liquor Law/Liquor Law Liability.

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F. INDEMNIFICATION/HOLD HARMLESS AGREEMENT REQUIRED

The event Sponsor must agree to defend, indemnify and hold harmless the City of Farmington, its officers, agents and employees from all claims, liabilities, demands, damages and actions, or whatever form or nature, for property damage, personal injury or death, arising out of or in any way relating to the event and the use by the Sponsor.

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G. ALCOHOL TO BE SERVED BY TRAINED SERVERS (LICENSED EVENTS AND LARGE PRIVATE PARTIES)

At every event conducted under a *special event license* at which alcohol is sold, the sponsor must provide at least one (1) bartender who has completed a Michigan Server Training Program established pursuant to the Michigan Liquor Control Commission, and specifically MCL 436.1906 (such as TAM, TIPS, C.A.R.E., or ServSafe Alcohol). The trained server must oversee all other servers during the event. All servers shall be over the age of 21.

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At any *private event* at which more than 50 people are anticipated to be present and at which alcohol will be provided by the Sponsor at no charge, the Sponsor shall provide at least one (1) bartender who has completed a Michigan Server Training Program, unless the limitation is waived by the City Manager.

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H. VIOLATION OF POLICY/RULES

A City of Farmington staff member will intervene whenever he or she encounters a violation of the policy. Depending upon the severity of the infraction, City of Farmington staff may

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ask the Sponsor of the event to stop the violation, or may close down the portion of the event involving alcohol. Should the Sponsor fail to comply, staff members may call the police for enforcement. Violations of this Policy and these Rules shall result in a forfeiture of the deposit.

I. CITY FACILITIES AT WHICH ALCOHOL IS PERMITTED

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Alcohol may be possessed and consumed in the following facilities or on the following properties, subject to the above rules except as noted below and to the extent authorized by Resolution of the City Council:

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- The Governor Warner Mansion

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J. THE CITY AND CITY-SPONSORED EVENTS

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The City and City-sponsored uses and events are specifically excluded from compliance with any and all requirements of this Policy.

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Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Item Number 7J
Submitted by: David Murphy, City Manager		
<u>Agenda Topic:</u> Appointment of Jaime Pohlman to Treasurer from Deputy Treasurer.		
<u>Proposed Motion:</u> Motion to approve the appointment of Deputy Treasurer Jaime Pohlman to the position of Treasurer effective July 1, 2024 at 12:01 am.		
<u>Background:</u> In accordance with the City Manager's reorganization plan, Treasurer Chris Weber is resigning his position of Treasurer effective at 12:00 am on July 1, 2024 and will be appointed to the position of Assistant City Manager at the same time. Upon Mr. Weber's effective resignation, Ms. Pohlman's appointment to Treasurer will be effective.		
<u>Materials:</u> Treasurer Chris Weber's resignation letter (as he transitions into Assistant City Manager).		



City Treasurer's Office
23600 Liberty Street, Farmington, MI 48335
248-474-5500
www.farmgov.com

May 31, 2024

Farmington City Council
City of Farmington
23600 Liberty Street
Farmington, MI 48335

Dear Council,

In preparation for my new role of Assistant City Manager, I would like to submit my resignation from the Treasurer position effective July 1, 2024. I have enjoyed my time serving the City in the Treasurer role and am thankful for the opportunity I was given. I will miss being the City Treasurer, but I am excited about the new challenges the Assistant City Manager position will bring.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher M. Weber". The signature is fluid and cursive.

Christopher M. Weber

**Farmington City Council
Staff Report**

**Council Meeting
Date: June 3, 2024**

**Item
Number
7K**

Submitted by: Meaghan Bachman, City Clerk

Agenda Topic: Consideration to approve Temporary Relocation of Precincts 3 and 4 for the August 6, 2024 State Primary Election.

Proposed Motion: Move to temporarily relocate voting precincts 3 and 4 from Farmington High School to the Maxfield Educational Center located at 32789 W. 10 Mile Road for the August 6, 2024 State Primary Election.

Background:

I was informed by Sandra Rivett, the Assistant Supervisor of Maintenance, that Farmington High School would be unavailable to use as a polling location for the Primary Election in August. The school will be under construction and unavailable to utilize as a polling location. Precincts 3 and 4 will be relocated to the Maxfield Education Center on 10 Mile Road.

Precincts 3 and 4 have been previously relocated to the Maxfield Educational Center. The facility is ADA compliant and allowed within Michigan Election Law. As a result of the temporary relocation, all voters assigned to the affected precincts will be notified by mail, receiving a postcard and further, a water bill insert will be sent as an additional notification. We will also post signage at the High School notifying voters of the change in location, update the precinct map, and utilize social media to inform the electors.

Your consideration on this proposed motion is greatly appreciated.

Materials: Water Bill Insert and Precinct Map – Temp Location

IMPORTANT ELECTION NOTICE

August 6, 2024 Primary Election Only



Farmington High School voters in Precincts 3 and 4 have a Polling Location Change.

The Temporary Polling Locations are as follows:

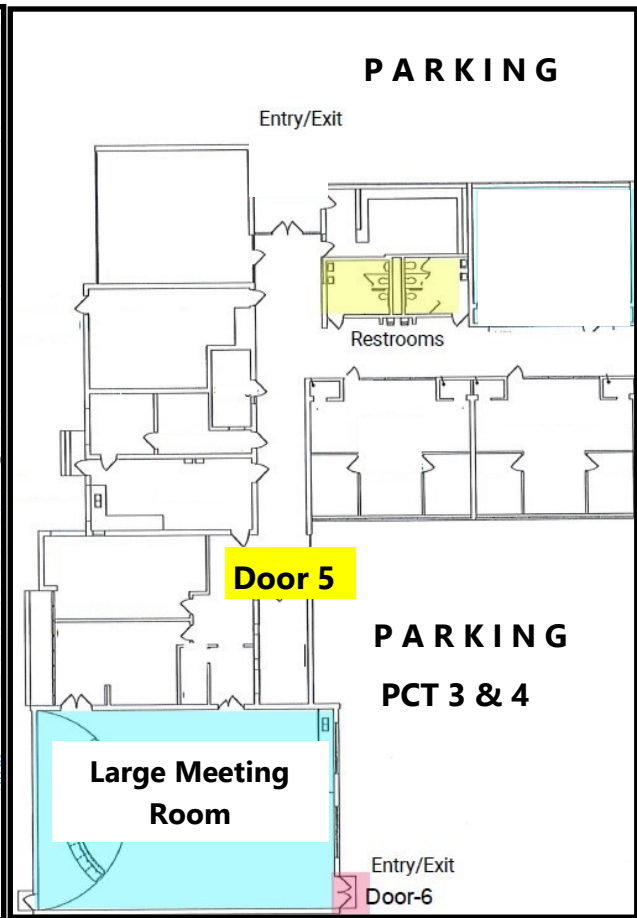
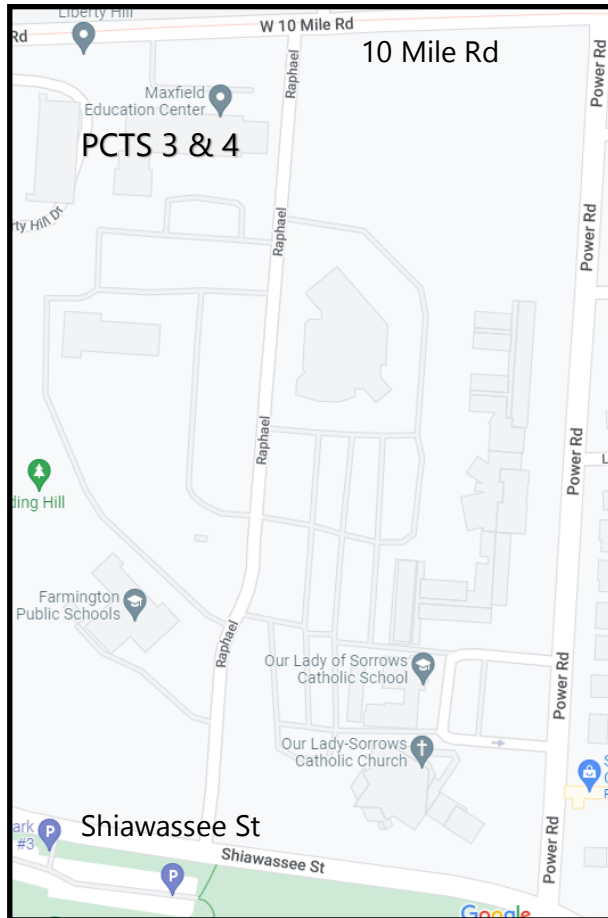
Precinct 3: Maxfield Education Center, Door 5
Large Meeting Room
32789 W 10 Mile Rd
Farmington, MI 48336

Precinct 4: Maxfield Education Center, Door 5
Large Meeting Room
32789 W 10 Mile Rd
Farmington, MI 48336



Maps have been provided on the back of this notice. To view election information, visit www.farmgov.com/elections.

Please direct questions to farmingtonclerk@farmgov.com or 248-474-5500.



Still uncertain about where you vote? Snap a picture of the QR code below, or visit bit.ly/FarmingtonVotes for our interactive map!



**Farmington City Council
Staff Report**

**Council Meeting
Date: June 3, 2024**

**Item
Number
7L**

Submitted by: Meaghan Bachman, City Clerk

Agenda Topic: Consideration to approve a Mini–Absentee Voter Counting Board

Proposed Motion: Move to approve an absent voter counting board for the purpose of processing and tabulating absent voter ballots approved for tabulation and received after 4:00 PM on the day before the election and before 8:00 PM on election day.

Background:

The City of Farmington currently has an agreement with Oakland County Clerks Office to process our absentee voter ballots. The County picks up our ballots the Monday before election day. With the passing of Proposition 2022-2, we now have the opportunity to establish a “mini absentee voter board” to process and tabulate ballots that are received after 4:00 PM on the day before an election and before 8:00 PM on election day.

This will allow us to have a tabulator at City Hall that is only for processing absent voter ballots. We currently deliver AV ballots to their corresponding precincts throughout election day for the inspectors to process and record. Our inspectors are not able to close down their precincts promptly at 8:00 PM due to processing AV ballots. This will greatly benefit not only the Clerks Office, but our precinct workers as well. I will also bring this request to our Election Commission for approval.

Your consideration on this proposed motion is greatly appreciated.

Materials: Resolution to Approve AV Board

STATE OF MICHIGAN
COUNTY OF OAKLAND - CITY OF FARMINGTON
RESOLUTION NO.

At a meeting of the City Council for the City of Farmington, County of Oakland, State of Michigan, held on June 3, 2024 at the City of Farmington, 23600 Liberty Street, Farmington, Michigan, the following resolution was adopted.

Whereas, the City of Farmington has entered into an agreement with the Oakland County Clerk to establish an absent voter counting board to process the absent voter ballots for the City of Farmington; and

Whereas, Proposition 2022-2 was approved by Michigan voters to allow several changes of election law to be written into the Michigan Constitution; and

Whereas, MCL 168.764d as amended, states that a city may authorize an absent voter counting board "that is limited to only processing and tabulating absent voter ballots approved for tabulation and received after 4 p.m. on the day before an election and before 8 p.m. on election day."

Now therefore be it resolved, the City Council for the City of Farmington hereby authorizes an absent voter counting board for the purpose of processing and tabulating absent voter ballots approved for tabulation and received after 4:00 p.m. on the day before an election and before 8:00 pm on election day, for any future elections in the City of Farmington in accordance with MCL 168.764d as amended.

A copy of this resolution will be forwarded to the Director of Elections, Office of the Clerk, for Oakland County, State of Michigan.

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council for the City of Farmington at a meeting held on June 3, 2024.

Meaghan K. Bachman
City Clerk, City of Farmington

Farmington City Council Staff Report	Council Meeting Date: June 3, 2024	Reference Number 7M
Submitted by: Bob Houhanisin, Public Safety Director		
Description: Interlocal Agreement for Advanced Life Support Emergency Medical Services Between the City of Farmington Hills and the City of Farmington.		
Requested Action: Enter into the proposed Interlocal Agreement for Advanced Life Support Emergency Medical Services Between the City of Farmington Hills and the City of Farmington and authorize the Agreement to be signed by the City Manager and City Clerk, subject to any minor non-substantive amendments approved by the City Manager and the City Attorney’s Office.		
Background: In December, 2023, Superior Ambulance informed the City that beginning March 15, 2024, it would no longer provide Advanced Life Support (ALS) services to the City without the City approving a subsidy for those services. The City quickly began the process to secure services from others, requesting proposals from known providers in the area. At its March 11, 2024, meeting, the City Council passed a motion “to enter into an agreement with the City of Farmington Hills Fire Department to provide 24/7/365 Advanced Life Support services for the City of Farmington.” The attached Interlocal Agreement between the two cities is attached for City Council’s approval. Note the following: <ul style="list-style-type: none"> • The Agreement is effective as of March 15, 2024 (at which point the City of Farmington Hills began providing ALS services through an existing mutual arrangement). It expires on June 30, 2025, although it can be extended for an additional year by agreement of the two City Managers. (See Section 4.) • The cost to the City under the Agreement is \$275,000, which is what the Farmington Hills proposal stated. (See Section 5.) The Interlocal Agreement itself has the usual “boilerplate” language that the City Council will see in other intergovernmental agreements between the two cities. The Agreement also includes attached Exhibit I. This is the “Scope of Services” document that talks about how Farmington Hills will render the services. Note the provision confirming that Farmington Hills is responsible for charging and collecting any and all fees for its services, and that Farmington has no responsibility or liability to pay in the event Farmington Hills is unable to do so. (Section 8.) There may be some minor amendments as Farmington Hills finalizes its own review. Again, at this point the City’s agreement with Superior Ambulance is terminated, and Farmington Hills is providing the services described in the attached Agreement and Scope of Services at this point without incident. The City Administration recommends entry into the attached agreement.		
Materials: Agreement		

**INTERLOCAL AGREEMENT FOR
ADVANCED LIFE SUPPORT EMERGENCY MEDICAL SERVICES
BETWEEN THE CITY OF FARMINGTON HILLS
AND THE CITY OF FARMINGTON**

This Agreement is between the City of Farmington Hills, a Michigan municipal corporation located at 31555 W. Eleven Mile Road, Farmington Hills, Michigan 48336, ("Farmington Hills") and the City of Farmington located at 23600 Liberty Street, Michigan 48335. ("Farmington"). Farmington and Farmington Hills may be referred to collectively as ("Parties") or individually as a ("Party").

In consideration of the mutual covenants promises made herein, and other valuable considerations, receipt of which is hereby acknowledged, the Parties do hereby bind themselves to the terms and conditions of this Agreement.

1. Agreement Purpose:

- 1.1.** Farmington Hills maintains and operates an advanced life support emergency medical services ("ALS") response within its Fire Department with staffing capable of performing such services for Farmington.
- 1.2.** Farmington previously had an arrangement with a private company to provide these services.
- 1.3.** Farmington has determined that it will be beneficial to have Farmington Hills provide these services rather than contract with a private company to provide such ALS service.
- 1.4.** Farmington has requested, and Farmington Hills has agreed to provide, ALS services within Farmington, and this Agreement is intended to establish the terms and conditions between the Parties with respect to the provision of such services.
- 1.5.** The Urban Cooperation Act of 1967, Act 7 of 1967, MCL 124.501 *et. seq.* authorizes a public agency to provide services to another public agency in the form of an interlocal agreement.

2. Definitions: The definitions contained in 1990 PA 179, the Emergency Medical Services Act "the Act," specifically Sections 20902 through 20908 (MCL 333.20902-MCL 333.20908), as exist on the date of this Agreement, shall be applicable to the same terms used in this Agreement.

3. Designation of Advanced Life Support Provider: Farmington designates Farmington Hills as its provider of ALS services in the City of Farmington and authorizes Farmington Hills to bill and collect fees from persons who use the ALS services in the City of Farmington, during the term of this Agreement. The Parties acknowledge and agree that during a major emergency in Farmington, the Farmington Director of Public Safety or their designee may request other agencies to provide equipment and services in assisting with the major emergency.

4. Term and Termination:

- 4.1.** The term of this Agreement shall be effective as of 12:01 a.m. on March 15, 2024("Effective Date") and shall expire on June 30, 2025, at 11:59:59 p.m., unless terminated earlier as provided below. Prior to expiration, the Parties' city managers may mutually agree to extend the term of the Agreement for one additional calendar year expiring on June 30, 2026, at 11:59 p.m., unless terminated earlier as provided below.
- 4.2.** Either Party may terminate this Agreement for cause if the other Party fails to correct a default in its performance within sixty (60) days of written notice from the other Party of the default. The notice shall state the default to be cured and the effective date of termination.
- 4.3.** In addition to termination for cause, either Party may terminate this Agreement for any reason, including convenience, by providing the other party six (6) months written notice of termination.
- 4.4.** This Agreement may be terminated for any reason, and with or without cause, by the mutual written agreement of Farmington Hills and Farmington, approved by concurrent resolutions of the Farmington Hills City Council and the Farmington City Council.
- 4.5.** Upon the date of expiration or termination of this Agreement, Farmington Hills shall be relieved of any obligation to provide ALS service in Farmington, and Farmington shall pay Farmington Hills for all services received from Farmington Hills up to the date of the expiration or termination that have not been paid.

5. Farmington Responsibilities:

- 5.1 Financial Obligations:** Farmington shall pay the fees to Farmington Hills described below:
 - 5.1.1. Administrative Fee:** An annual \$25,000.00 administrative fee for record keeping, patient billing, licensing, response to Freedom of Information Act requests and citizen inquiries, and State of Michigan transportation fees.
 - 5.1.2. Response Fee.** An annual \$150,000.00 response fee for costs of personnel wages, benefits, uniforms and related personnel costs, insurance, gas, oil, maintenance, compliance with regulations, quality assurance, continuing education training of personnel and medical treatment equipment including oxygen.
 - 5.1.3. Capital Share Fee.** An annual \$100,000.00 capital share fee to address wear and tear on Farmington Hills' vehicles and equipment such as but not limited to LUCAS, cardio monitors, Stryker stretchers, and mobile data computers.
 - 5.1.4. Payment:** For the partial year period of time from the Effective Date of this Agreement through June 30, 2024, Farmington shall pay Farmington Hills the

prorated portion of the above annual fees in an amount equaling \$_____, on or before June 30, 2024. Thereafter, Farmington shall pay the above annual fees to Farmington Hills in quarterly installments, with the first such quarterly payment being made on or before July 1, 2024, and the subsequent quarterly payments being made and due on each October 1st, January 1st, April 1st, and July 1st thereafter. Interest at the rate of 1% per month shall be paid by Farmington to Farmington Hills for any amounts not received by Farmington Hills by the payment due date.

6. Farmington Hills Responsibilities:

- 6.1. Provision of ALS Services:** Farmington Hills shall provide ALS services as described in the attached and incorporated Exhibit I, Scope of Services.
- 6.2. Equipment and Supplies.** Farmington Hills is responsible for providing the equipment and supplies to perform the ALS services under this Agreement, which are not expressly required to be provided by Farmington.
- 6.3. Farmington Hills Licenses.** Farmington Hills shall be responsible for maintaining throughout the term this Agreement any licenses, permits, governmental authorizations required to perform ALS services under this Agreement.
- 6.4. Control and Supervision of Farmington Hills Employees.** Farmington Hills shall solely control, direct, and supervise all Farmington Hills employees with respect to providing ALS services under this Agreement and will be solely responsible for the payment of salaries and wages and other compensation due to its employees and agents. No officer, employee or agent of Farmington Hills shall be eligible to receive coverage or benefits under any Farmington workers' compensation, unemployment, health insurance, retirement or other benefit plan. Farmington Hills and its employees may not represent themselves as employees of Farmington.
- 6.5. Acknowledgment of Independent Contractor Status.** Nothing in this Agreement is intended to establish an employer-employee relationship between the Farmington and Farmington Hills or any Farmington Hills employee. In no event shall Farmington Hills employees be deemed employees, agents, volunteers of Farmington. Farmington Hills shall apprise Farmington Hills employees of this status. Farmington Hills shall be responsible for all workers' compensation, other insurance, income tax, social security, and other withholding, compensation or benefits for Farmington Hills employees involved in providing ALS service to Farmington.
- 6.6. No Transfer of Farmington Legal Obligations to Farmington Hills.** Nothing in this Agreement is intended to transfer, delegate, or assign to Farmington Hills or its employees, any constitutional, statutory or other legal responsibility, duty, obligation, or liability of Farmington, for which Farmington shall remain solely liable.

7. **Liability:**

- 7.1 Hold Harmless.** To the fullest extent permitted by law, Farmington agrees to hold Farmington Hills harmless from any claims, suits, demands, judgments, or causes of action made against Farmington Hills, their elected or appointed officials, employees, agents, or volunteers for the actions of Farmington's elected or appointed officials, employees, agents or volunteers arising from or in connection with the performance of this agreement. To the fullest extent permitted by law, Farmington Hills agrees to hold Farmington harmless from any and all claims, suits, demands, judgments, or causes of action made against Farmington, its elected or appointed officials, employees, agents, or volunteers, for the actions of Farmington Hills' elected or appointed officials, employees, agents or volunteers arising from or in connection with performance of this Agreement.
- 7.2. Responsibility for Own Acts and Omissions.** Each Party shall be responsible for the acts and omissions of its officials, employees, agents and volunteers in the performance of this Agreement and shall seek its own legal representation and bear the costs associated with such representation, including attorney fees. Neither Party shall have a right against the other Party for indemnification, contribution, subrogation, or any other right to be reimbursed, except as expressly provided herein.
- 7.3 Governmental Immunity.** Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, authority or capacity of office including but not limited to governmental immunity on behalf of either Party or any of its agents.
- 8. Farmington Hills Provided Insurance.** At all times during this Agreement, Farmington Hills shall obtain and maintain insurance or self-insurance coverage for general liability, motor vehicle liability, workers' compensation, with the City of Farmington, its elected and appointed officials, employees and agents named as an additional insured on all liability policies or certificates. If requested, Farmington Hills shall provide Farmington with evidence of the required insurance coverage.
- 9. Non-Discrimination.** Neither Party shall discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment, in accordance with applicable federal and state laws. Farmington Hills shall provide ALS service without regard to race, creed, color, sex, sexual orientation, age, physical handicap, marital status, national origin, ancestry, financial ability to pay, or location within Farmington.
- 10. Prior Written Consent for Assignment.** Neither Party may assign, delegate, or subcontract any of its obligations or rights under this Agreement without the prior written consent of the other Party or unless contemplated under this Agreement or the attached Scope of Services.
- 11. Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties to the Agreement. This Agreement is not intended to, and does not create any

special or other duty, obligation, promise, benefit or right to ALS Services in favor or for the benefit of any person, entity, organization that is not a party to this Agreement.

- 12. Amendments.** Any changes to this Agreement must be in a written amendment to the Agreement and signed by the signatories of this Agreement or their successors.
- 13. No Waiver.** Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- 14. Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Agreement. Farmington Hills shall specifically comply with the applicable provisions, if any, of the Emergency Medical Services Act, 1990 PA 179, MCL 333.20901-333.209979, including any future amendments or additions, together with any rules and regulations promulgated thereunder or as amended.
- 15. Notices.** All notices required under this Agreement shall be in writing to the City Managers of the respective Parties at the addresses listed on the first page of the Agreement.
- 16. Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.
- 17. Governing Laws.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
- 18. Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
- 19. Filing.** As provided in MCL 124.510, this Agreement and any amendments to it shall be filed by the Farmington Clerk with the Oakland County Clerk and the Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Farmington Hills City Council and the City of Farmington City Council, approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

CITY OF FARMINGTON

Dated: _____

By: _____
David Murphy, City Manager

Dated: _____

By: _____
Meaghan Bachman, City Clerk

CITY OF FARMINGTON HILLS

Dated: _____

By: _____
Gary Mekjian, City Manager

Dated: _____

By: _____
Carly Lindhal, City Clerk

EXHIBIT I SCOPE OF SERVICES

1. SERVICE GENERAL REQUIREMENTS

- 1.1. ALS Service:** Farmington Hills shall provide ALS services, when a request for ALS is received by the Farmington Hills 9-1-1 Dispatch as provided for under separate agreement by the Parties, any other 9-1-1 Public Service Answering Point, or any citizen making a direct request for such ambulance service within Farmington.
- 1.2. Base of Operations and Resources:** Farmington Hills shall primarily provide ALS from Farmington Hills Fire Department Stations 1, 3 and 5 based on geographic location of the incident and availability of equipment and personnel to respond, as determined in the discretion of the Farmington Hills Fire Department, with additional resources available from Stations 2 and 4 if needed. CPR and other complex medical response will be provided from a squad and engine with up to 4 personnel. Farmington Hills will respond to personal injury accidents with a squad and engine with up to 4 personnel and also with a Shift Commander for critical incidents, as determined in the discretion of the Farmington Hills Fire Department.
- 1.3. Patient Billing:** Farmington Hills, through its contracted third party billing and collection service provider, shall be responsible for the billing and collection of payment for ALS services consistent with Farmington Hills' Billing Compliance Plan and its contract with the third party billing and collection service provider. The amount of ALS service fees, costs, and other charges billed to users of Farmington Hills ALS services in Farmington shall be established by and within the sole and exclusive discretion of the Farmington Hills Fire Department. Farmington Hills shall, if possible, submit claims for insurance reimbursement prior to seeking payment from a patient. Farmington Hills shall comply with all requirements concerning medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA"). Farmington Hills shall comply with all applicable legal requirements relating to the collection of medical bills.
- 1.4. Patient Inquiries:** Farmington Hills shall be responsible for responding to all Freedom of Information Act requests and general inquiries relating to its services provided under this Agreement.
- 1.5. Service Not Provided.**
 - 1.5.1. Farmington Hills shall not be responsible for taking blood draws of any individual on the scene of an incident. Farmington will be responsible for all blood draws.
 - 1.5.2. Farmington Hills shall not provide fire response unless requested through existing Mutual Aid Agreements.
 - 1.5.3. Farmington Hills shall not provide initial response to Lift Assist, Citizen Assist and Medical Alarms unless medical transportation is required.

1.5.4. Farmington Hills shall not be required to provide and shall not be responsible for any service not required under this Agreement.

2. GENERAL SERVICE REQUIREMENTS:

- 2.1. Oakland County Medical Control Authority:** Farmington Hills will be designated by Farmington to the Oakland County Medical Control Authority (OCMCA) as Farmington's designated provider of first response Basic Life Support (BLS) Agency to all incidents of injury or illness within the City of Farmington.
- 2.2. Reporting Calls Received from other than the Farmington Fire Department:** Farmington Hills agrees that if it receives a call for ALS or Emergency Medical Aid within the Farmington city boundaries from a source other than Farmington's 9-1-1 Communications, Farmington Hills shall immediately notify the Farmington 's 9-1-1 Communications and relate all details of the call. Farmington shall determine the need to send the Farmington Hills Fire Department to any incidents.
- 2.3. Patient Transport:** Farmington Hills shall transport the patient to a facility reasonably requested by the patient or the patient's representative in the Farmington Hills service area, unless the situation requires transportation to the nearest appropriate medical facility in accordance with the Oakland County Protocol.
- 2.4. Requirement to Provide a Secondary Source of Service:** In the event that Farmington Hills is unable to provide the required ALS service within Farmington, Farmington Hills shall be responsible for obtaining a secondary source of service to act in Farmington Hills's place.
- 2.5. Soft Equipment Replacements.** Farmington Hills shall provide Farmington Public Safety with replacements for soft equipment such as BVM's, I-Gels, etc.
- 2.6. Continuing Education.** Farmington Hills will provide Farmington with a schedule of its medical continuing education classes, which Farmington Public Safety employees shall be able to attend, subject to class availability.
- 2.7. Use of Farmington Equipment:** In the event that Farmington Hills utilizes equipment belonging to the Farmington's Department of Public Safety at an emergency incident, such equipment shall be returned within twenty-four (24) hours of the incident to the Fire Department no later than the next working day.

3. MINIMUM STANDARDS FOR AMBULANCE

- 3.1.** Each ambulance shall, when in use, meet and be equipped to meet Federal, State, and County requirements, if any. Farmington Hills's vehicles and personnel shall be licensed by the Michigan Department of Health and Human Services and the Oakland County Medical Control Authority.

4. PERSONNEL REQUIREMENTS & TRAINING

- 4.1.** Farmington Hills shall provide training on an annual basis for ambulance personnel

operating in Farmington on their role and responsibilities within the framework of the Farmington's Incident Command System.

- 4.2.** Farmington Hills personnel who work in ambulances shall participate in training with the Farmington fire, police and emergency management departments.
- 4.3.** Farmington Hills shall provide suitable uniforms for all personnel and shall be responsible for repair and/or replacement of all uniforms.

5. PERFORMANCE STANDARDS

- 5.1.** Response times to emergency requests within Farmington shall be calculated as the actual elapsed time in minutes and seconds from the time of the call back number, nature of the request, and location of the patient as known to the Farmington Hills's system status controller (dispatcher), to the time when the Farmington Hills's first appropriate emergency vehicle arrives at the scene. When multiple ambulances are sent to the same emergency incident, only the response time of the first ambulance to arrive at the scene will be counted. Where the patient is located in a residential, commercial, or industrial building or complex, the response time will be calculated to the time the Farmington Hills's ambulance arrives at the specific building or complex entrance.
- 5.2. ALS Response Times.** Farmington Hills will strive to provide Priority I emergency response by an ALS ambulance within five (5) minutes or less 90% of the time, twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year for Farmington. Except for extenuating circumstances, no Priority I response shall exceed twelve (12) minutes. Response time to non-emergency (Priority 3), or downgraded calls, shall be ten (10) minutes or less 90% of the time and shall not exceed twenty (20) minutes, except for extenuating circumstances. Upon written request from the Farmington Director of Public Safety, Farmington Hills shall provide the Farmington Director of Public Safety within ten (10) business days, in writing, a report of those responses that exceeded the parameters of this Agreement during a period of up to one year prior to the request.

6. FARMINGTON HILLS REPORT AND MONTHLY MEETINGS

- 6.1.** During the first six (6) months of the Agreement, an executive member of the Farmington Hills Fire Department staff shall participate in a monthly in-person or virtual meeting with the Farmington Public Safety Director or designee to discuss the services provided by Farmington Hills to Farmington and ensure a smooth transition for Farmington Hills. The meetings may continue or be held every two (2) to three (3) months as determined by the Parties.
- 6.2.** By October 1, Farmington Hills shall submit a Report to the Farmington City Manager and Director of Public Safety summarizing the services which have been rendered to the citizens of Farmington. The Parties shall meet within 30 days of Farmington's receipt of the report to evaluate how the services are working for both Parties.

7. COMPLAINT RESOLUTION

In the event that a complaint is made regarding the service provided by Farmington Hills, the following procedure shall take place:

- 7.1.** The complaint shall be referred to Farmington Hills for investigation and review.
- 7.2.** Farmington Hills shall provide the Farmington Public Safety Director with a written report within fourteen (14) days of receipt of a complaint. The Fire Chief may grant an extension of this time period on a case-by-case basis.
- 7.3.** In the event that the complaint is not resolved, the matter shall be forwarded to the Oakland County Medical Control Authority regarding protocol violations/issues and the State of Michigan Department of Health and Human Services for any license violation issues. Farmington Hills shall provide the Fire Chief with a copy of these reports.

8. RATES AND FEE COLLECTION

- 8.1.** Farmington Hills shall be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency ambulance service.
- 8.2.** Farmington Hills shall establish a fee schedule for emergency medical services delivered in Farmington. Farmington Hills agrees that its fees shall be reasonable, commensurate with the services rendered and not in excess of fees customarily charged in this region for similar services. Farmington shall be advised of an increase in rates at least thirty (30) days prior to the proposed effective date of the rate change.
- 8.3.** Farmington reserves the right to review all patient billing. If Farmington Hills is conducting an audit of the patient billing and other financial information pertaining to the services rendered within Farmington Hills, it shall offer Farmington the option of paying the costs of an audit of the billing and financial records pertaining to services rendered within Farmington.
- 8.4.** Farmington shall have no responsibility or liability for any person's refusal or failure to pay Farmington Hills for services rendered.
- 8.5.** The collection procedures utilized by Farmington Hills shall be humane and designed to maximize reimbursement through Medicare, Medicaid and other third-party payors, and shall comply with all applicable state, local and federal laws and regulations.
- 8.6.** Farmington Hills shall provide a reasonable level of uncompensated care for indigents requiring pre-hospital and transport services.