



Regular City Council Meeting
7:00 p.m., Monday, Aug. 15, 2022
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF ITEMS ON CONSENT AGENDA
 - A. Accept City of Farmington Board and Commission Minutes
 - B. City of Farmington Minutes
 - C. Farmington Monthly Payments Report
 - D. Farmington Public Safety Monthly Report
 - E. Accept Board of Review Resignation
4. APPROVAL OF REGULAR AGENDA
5. PUBLIC COMMENT
6. PRESENTATIONS AND PUBLIC HEARINGS
 - A. Miss Farmington Cities
 - C. Miss Oakland County - Layla Cypher
 - B. Founders Festival Follow Up – Julie Law
7. NEW BUSINESS
 - A. Review and approve Founders Festival Contract for 2023-25
 - B. Consideration to approve amendment to Intergovernmental Agreement for Information Technology Services between Farmington Hills and the City of Farmington
 - C. DPW HVAC update
 - D. DPW & Water Booster Station window replacement
 - E. Oakland Street Sanitary Sewer Lining
 - F. Consideration to Approve Second Amendment to Purchase Agreement (MTC)
8. PUBLIC COMMENT
9. CITY COUNCIL COMMENTS
10. ADJOURNMENT

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

Farmington City Council Staff Report	Council Meeting Date: August 15, 2022	Item Number 3A
Submitted by: Melissa Andrade, Assistant to the City Manager		
<u>Agenda Topic:</u> Accept Minutes from City's Boards and Commissions		
<p> CIA: August meeting canceled DDA: August meeting canceled (did hold joint meeting with City) Historical: July meeting canceled Parking: April 2022 minutes not yet approved Pathways: July 2022 Planning: August meeting canceled ZBA: June 2021 Library: April, May, June and July minutes not yet posted Commission on Aging: No meeting in July Farmington/Farmington Hills Arts Commission: No meeting in July Commission on Children, Youth and Families: June 2022 Emergency Preparedness Committee: July minutes not yet posted </p>		



FARMINGTON PATHWAYS COMMITTEE

7:00 p.m.

Minutes

July 13, 2022

1. CALL TO ORDER 7:03 pm by Susan Arlin

2. ROLL CALL

Present:

Susan Arlin

Tim Prince

Chris Weber

Bill Gesaman

Kevin Christiansen

Joe VanDerZanden

Sue Lover

Maria Taylor

Absent:

Brent Bartman

3. APPROVAL OF AGENDA – Sue moved to approve the agenda and Bill seconded

4. APPROVAL OF MINUTES – Maria moved to approve the minutes from the May meeting and it was seconded Sue Lover- The minutes were unanimously approval with now changes. The June 2022 meeting had been canceled last month.

a. MEETING MINUTES, MAY 11, 2022

5. OLD BUSINESS

2022 WORK PLAN – The committee identified the following 4 projects out of all the currently identified projects to focus on through the end of 2022:

-Gill Rd crosswalks at Grand River and Freedom

-Cross walk at the Krazy Krab on Grand River

-Community Input on existing and additional projects

-Safe Routes to Schools – is to be presented at next City Council Meeting 7/18, reception will likely determine if this project or a portion of this project can be a current priority or not

Kevin recommended focusing on getting priority projects included in the Capital Improvement plan to make them official priority improvements for the city.

Issue of how best to keep track of and check in on ongoing projects was discussed with the plan of project leads writing up “one page” overviews describing the project, setting measurable goals with projected timeframes, and listing progress and steps so far to be maintained by project leads and stored where accessible to committee members such as on Google Drive so projects can be passed on to future committee members. Bill agreed to write up an example as a template with committee members creating overviews on all projects for the next meeting.

Planned format of project leads giving updates on projects not on the agenda only when there is something to report to avoid checking on every project regularly to better focus on priority projects.

Plan was made for Susan Arlin to write and submit a memo to City Council with attached meeting minutes identifying Pathways Committee’s 4 priority items and have added to City Council agenda as an informational item to be discussed at future City Council meeting.

Maria moved and Bill supported to have these 4 priorities of the Gill Rd. crosswalks, the Krazy Krab Crosswalk, obtaining community input on Pathways Projects, and Safe Routes to School as the Pathways Committee’s 4 priorities at this time.

The motion was unanimously approved by those present: Maria Taylor, Bill Gesaman, Susan Arlin, Chris Weber, Tim Prince, Kevin Christiansen, Joe VanDerZanden, and Sue Lover.

Not present: Brent Bartman

Other project discussed for inclusion as priorities:

Bike markings on Shiawassee – It was determined that this project would have several steps and primary hindrance is the likely necessity of some road repair before moving forward with this project so deemed not appropriate as a short term priority at this time.

a. 9 MILE PATHWAY UPDATE

Chris – Gave an update of progress, that the coalition of cities participating in this project and Oakland Parks and Recreation secured 45K from SEMCOG for the project with Oakland Parks and Rec putting in 55K – all going to the assessment/study stage. OHM will design the project and ongoing meetings about the project will continue.

Communities are signing a memo to participate and help – The first step is a study of existing conditions of the path or possible path options – Woodward to 275 – status and determining where the route should go.

The project can be segmented/phases as some cities may be ready to begin work at different times than others. It was identified that there is not much for this committee to do about this project until the report is out, and planned to keep on top of being sure who is doing the report and when coming out so this committee is ready to check it out and make suggestions when it is ready.

Chris reported that at the recent 9 Mile Pathway meeting there was some spirited debate about whether or not to allow motorized bikes and scooters on the trail and if some sections may have different rules about things like this than others.

b. SHIAWASSEE ROAD CAR COUNTER UPDATE

Discussed tracking so far of use of parking space use on Shiawassee Road as the parking spots would need to be removed for a bike lane to go in. It was identified that the phone app method of counting cars that Brent had shared only works on iphones and only Chris and Susan of those present had been able to use it, and Brent was not present. Susan identified there seems to be four cars that are generally if not permanently parked there, one is damaged and seems to never move. Chris agreed to seeing a small number of spots used and generally by the same cars. Continued counting was discussed with efforts by others of the committee to count parked cars when traveling Shiawassee.

Discussed finding and exploring resources, such as MDOT, SEMCOG, and Michigan Bike Coalition, to help with increasing knowledge and community education about bikes to encourage people to use existing and future bike lanes and drivers to be aware. Planned to look into how local bike routes in other communities were established to better prepare this committee to effectively establish bike routes and explore if it might be best to enlist a professional service we pay for to establish bike routes.

- c. 2022/23 SIDEWALK PROGRAM UPDATE – Chris reported that the program is supposed to begin work in August of replacing identified broken sections of sidewalk and tripping hazards. Joe identified that there are additional sections of sidewalk marked for replacement outside of the originally identified area of the Belaire neighborhood. It was identified that additional work was prompted by high rates of complaints about other areas and funding was located and secured to expand the project. Joe identified that marked sections of sidewalk seemed to not include areas of low elevation leading to flooding and ice in the Winter.

d. SAFE ROUTES TO SCHOOL UPDATE

Sue led discussion on the current status of Safe Routes to School. The next step being presenting to City Council at the upcoming special meeting at 6 pm the upcoming Monday and determine what if any portion of this project to pursue at this time and if to apply for a grant or not. It was verified there is money available in the budget to hire a grant writer if needed. Two possible approaches identified if City Council green lights moving forward with the project – either repair smaller issues like where there are no sidewalks in the neighborhood on routes to Longacre Elementary School, or can target establishing the new pathway. Chris shared that city engineers determined estimates for sidewalk costs as follows: For Whitaker Wt. (both sides) and North side of Arundel would cost \$500,000. The Safe Routes grant would cover about \$220,000 and the rest

would need to be covered by the city. This is not including other areas that also have no sidewalks.

Sue shared that parents were most concerned about these areas without sidewalks because cars park there up against the grass and make it dangerous for children to walk as they end up walking in the street.

Kevin shared that the next step if the city okays pursuing the project would be to reach out to the neighborhood to see if residents want sidewalks, if they are willing to keep the sidewalks clear in the Winter, and the possibility of using a special assessment to cover some of the costs if residents are willing.

An additional safety concern discussed in the area was the need for stop signs on Gill at Arundel. It was identified that there are many walkers in the area and people drive too quickly. Crossing guards help for school but it is unsafe after they leave. It was shared that when police have monitored speed there in the past they reported little speeding but residents notice that speed decreased when police were monitoring and then increased again once they left.

6. NEW BUSINESS

a. ANY NEW TARGET AREAS?

Tim suggested putting in bike lanes on Grand River considering safety of crossing the bridge over the river and questions of a road diet were discussed. It was identified that this project is already included in the Grand River corridor planning jointly between Farmington and Farmington Hills. That was noted as a possible priority project in the near future.

Tim also identified the issue of hanging branches and overgrown bushes interfering with use of sidewalks and the opportunity for the Pathways Committee to keep an eye out to identify these issues and bring to the attention of the city to correct. Kevin identified that residents can report such issues already through the city's website using the "Contact us" button on the website. It was identified that committee members can be proactive in identifying and reporting these kind of impediments to sidewalk and pathway use.

7. PUBLIC COMMENT - none

8. COMMITTEE MEMBER COMMENT - None

9. ADJOURNMENT Maria moved, seconded by Bill, at 8:47 pm

Next meeting: August 10, 2022

BOARD OF ZONING APPEALS MINUTES

A regular meeting of the Farmington Board of Zoning Appeals was held on Wednesday, June 2, 2021 via Zoom remote technology. Notice of the meeting was posted in compliance with Public Act 1976.

Secretary Schiffman called the meeting to order at 7:06 p.m.

ROLL CALL:

PRESENT: Crutcher, Gensheimer, Pitluk, Schiffman

ABSENT: Aren, Bertin

A quorum of Commissioners was present.

CITY OFFICIALS PRESENT: Building Inspector Bowdell, Recording Secretary Murphy, Brian Golden, Director of Media Services.

APPROVAL OF AGENDA

MOTION by Crutcher, supported by Pitluk, to approve the agenda as presented. Motion carried, all ayes.

MINUTES OF PREVIOUS MEETING OF NOVEMBER 4, 2020

MOTION by Pitluk, supported by Gensheimer, to approve the minutes of the November 4, 2020 Zoning Board of Appeals meetings. Motion carried, all ayes.

MINUTES OF PREVIOUS PLANNING COMMISSION MEETINGS OF NOVEMBER 9, 2020; DECEMBER 14, 2020; JANUARY 11, 2021; FEBRUARY 8, 2021; MARCH 8, 2021 AND APRIL 12, 2021 TO RECEIVE AND FILE

The minutes of the previous Planning Commission meetings of November 9, 2020; December 14, 2021; January 11, 2021; February 8, 2021, March 8, 2021 and April 12, 2021 were received and filed.

ELECTION OF OFFICERS

A. Chairperson

B. Vice Chairperson

C. Secretary

Discussion was held regarding postponing this Agenda Item until the next scheduled Zoning Board of Appeals Meeting.

MOTION by Crutcher, supported by Pitluk, that the Election of Officers be deferred to the next scheduled meeting of the Zoning Board of Appeals.

BOARD OF ZONING APPEALS MINUTES -2-

Motion carried, all ayes.

APPEAL OF:

**Danielle DePew
23970 Wesley
Farmington, MI 48336**

**Adam & Colleen Regnier
24055 Gill Road
Farmington, MI 48335**

Request for a variance from 2 sections of the ordinance pursuant to structures (fences) Chapter 13 in a required front yard open space area. Because these are corner lots (Wesley & Gill Road) they have two front yards both with a required setback of 25 feet as shown in Zoning Ordinance Section 35-73.

Secretary Schiffman introduced this item and turned it over to staff.

Building Inspector Bowdell stated that both of the Appeals are fences, similar to the one we had several months ago, that are in the dual yard scenario. He said the Depew Appeal is the fence at the north side of the property, it restricts the placement on the north side of the property facing Wesley Place. Now, as you know we ask that privacy fences on corners lots where there are in essence two front yards, be restricted to keeping the front yard setback on 25 feet on both sides. The Applicant has asked to have less front yard than would normally be allowed. I'm looking for the actual dimension and I see that Brian's trying to help me at the same time and I don't see the actual number per the request of the variance.

Depew asked distance variance or the fence sizing?

Bowdell replied the distance from the property.

DePew stated it's a 5-foot difference than what's currently allowed.

Bowdell stated they want to be 5 feet closer which would be 20 feet instead of the 25.

DePew said which is where the property line sits correctly.

Bowdell asked so when you place the fence on the property line, how many feet would it be from the imaginary sidewalk, as I'm going to call it?

DePew replied there is no sidewalk there.

Bowdell said if there were a sidewalk, you've got the street, the curb, grass, there'd be a sidewalk; how far from that property line back is the fence?

DePew asked how much space is there from the road to the sidewalk typically because I don't know what that distance is.

BOARD OF ZONING APPEALS MINUTES -3-

Bowdell replied that the right-of-way generally is a 60-foot right-of-way, 30-foot from the center of the road.

DePew stated that would be in our backyard, though, at that point.

Bowdell said right, but that's still on the side yard of the street, which would be a front yard still.

DePew asked so you said it's set 30 feet back?

Bowdell replied that it would be from the center of the road, it's 30 feet to the property line, and then 25 feet from the property line back is where the ordinance would require the fence.

Adam Regnier asked can I chime in here? So, we are, yes, we are in fact asking to put the fence on the property line parallel with the property on the north side, parallel with Wesley Place, I think that's the road there, that's the street between the commercial property and ours. So, yes, we're asking to set it on the property line which is 30-feet from the center of the road. So, even then if you were to imagine you had six feet between the beginning of the sidewalk and the road itself, you'd have a 4-foot walk, you'd still have, the road itself is 15, so that's 15, 6, 4, so it would be 5 feet really.

DePew said there's still a significant amount of space from the road to the property line, so it won't impede people from walking, if that's the question.

Bowdell stated it's not just walking, it's also the intent of the ordinance is that mostly when there are other houses that either face that side street, that's the biggest intent, any houses that face the side street should have an unobstructed front yard. Fences that are placed into that front yard of that other street, inhibit the ability for somebody to look down the street both ways as everybody else does, thus the ordinance is written that way.

Regnier said there are no houses, that's what's actually pushing us forward with this is we have commercial property.

Schiffman asked for the speaker's name and address.

Regnier stated I'm Adam Regnier, I would be the second petitioner, and I live at 24055 Gill Road, which is on the corner of Wesley Place and Gill; Danielle is on the corner of Wesley Place and Wesley. And so our properties are adjacent to commercial properties that are right on Grand River. And those properties are exactly on the property line if you were to go 30 feet from the center. So, the ordinance wouldn't necessarily apply because there is no home to look out or down that road.

Bowdell said if I may, Danielle, when we were out there and I know I stood in that side yard, are we placing the fence approximately where we were standing which is --- there's a big block of trees --

DePew said the tree line, yes, is the property line.

BOARD OF ZONING APPEALS MINUTES -4-

Bowdell said so, in this case, for the Board's pleasure, this property faces the back of what is now Gift of India, the Gift Smoothie, the Big Toe I think is the doctor, and the Farmington Deli are in that strip center. And the neighbor is correct, that building has a zero property line with back doors that basically step into the right-of-way as though you would step out of one of our downtown buildings out the front door onto the sidewalk. So, this fence would be on the property line and because of that we have to ask for a variance. But in the same respect if their neighbors that they want – not that they want to block them out, but we certainly don't want to look at the back of a commercial building, it would be something that we would make the commercial building do today if it were built today. This was built as a furniture store many, many years ago. And when I stood on one of the Applicant's, trying to decipher where this fence would go, and yes, they are asking to place them on the property line, because they can't go past, they're supposed to only go to the rear of their homes and I think they want to go to the front of their homes, that would also be part of the variance, but it would not create vision obstructions for drivers, pedestrians or anyone else, for this particular fence to be placed on the property line and I highly doubt that there will be sidewalks any time soon. If you're familiar, this is the property that is across the south, off the southwest corner of Medi-Lodge which is where they do the respiratory therapy. So, it's just off the corner of Gill Road behind those businesses there.

Schiffman asked Bowdell, if there were sidewalks to be put in in the future in that neighborhood, would this impede them at all based on that being on the property line?

Bowdell said if I'm not mistaken, did one of you guys get a survey or both of you, both of the applicants get a survey? Seems to me I saw something.

DePew replied no, we were able to locate the original markers.

Bowdell said that's what I meant. So, the answer is it would not impede it other than potentially grade, because there's no grade set for how high that sidewalk would be. My guess is that the property would be a pinch low, so that I would say that the bottom of the fence might get slightly below grade if they were to put a sidewalk in there. But no, I don't think that would be an issue.

Schiffman said thank you for your description, do you have any other comments?

Bowdell replied like I say, I'm good. This is one of those properties that if you were to drive down many of our streets, when houses in a given neighborhood all face east and west, the corners that are on the streets that run east and west, have north and south sides, and sometimes putting fences out to the right-of-way line is an obstruction of vision, there's garages that come out from the sides and so on, these properties have none of those conditions, these two.

Schiffman said without further ado, I know we touched on it, Danielle, you're the first Petitioner up on the agenda tonight, so if you could, just state your name and your address and then briefly, I know we discussed this already, but just for the record, just briefly describe your appeal and go through your narrative and we'll have your case and then we'll move to Adam's.

BOARD OF ZONING APPEALS MINUTES -5-

Danielle DePew, 23970 Wesley, stated she lives on the corner of Wesley and Wesley Place. And what I'm asking for is a variance to be able to place a 6-foot privacy fence from roughly about 100 feet from the back of the property towards the normal front space where it would join an existing fence that's already there. And again, I'm asking for it to be right on the property line, which ends up being about 20 feet from the road space. So, in particular, the reason for this is really around what we face. As I was trying to paste it into the chat, but it won't let me put an image in, to show you what we see when we're looking, sitting in our yard, and trying to enjoy our evening or our day. Our yard there's just zero percent of privacy without impeding on the rest of the yard and rest of the space. In addition to the building facing, we also have a veterinary clinic and a dental practice where there's constant and consistent traffic, people kind of viewing into the yard and everything or letting their pets relieve themselves in the space where we're trying to hang out. So, really just a quality-of-life improvement is what we're looking for and asking for by having this variance granted. And also, you know, we have owned the house now for a few years, but it would also give us the chance to just clean up actually the existing space that's already there from the trees and stuff that overhang already. So, it actually would improve the walkability along the road there so that people don't have to walk into the street as much as they do currently.

Schiffman said I was out there for a site visit the other day, you've got the pine trees that line the north side along the commercial area, and then you also have an existing fence that's there, a black iron fence; so, would you be removing the trees and removing the existing fence or how would that work?

DePew replied the trees would just be --- they've been raised up one side, we have to clear out a lot of debris and stuff left by the previous owners, just weeds and everything, and they had placed that black fence there. So, we would remove that black fence just extending from the front where it already exists to meet, just those few extra feet to the property line to put in the privacy fence.

Schiffman opened the floor for questions from the Commissioners.

Crutcher stated you said you did not get a survey for your property and DePew replied that we were able to find the existing marker from when the plots were originally done.

Crutcher asked if there is something she can show to the Commission so we can see where the property line actually is on this street? From the sketch you submitted, I'll look on Google Maps here to see where the property lines are, it's kind of hard to get a sense of what the dimension that you're talking about, what you're asking for. Just to be clear, you're asking for the fence to be on the property line which is beyond the setback or beyond the property line and Depew replied on the property line.

Bowdell said if you pull the Google Map up on the aerial, on the side of Danielle's house you can see the top rail of a black fence, then if you continue to look, there's trees there and basically the property line is about in the center of those trees. In other words they planted trees right on the property line so she's going to be just inside those trees.

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Schiffman said while we have this up, just so you're aware, Adam, the other Applicant, is this home here. So the fence that would go in, Danielle, you're going to have what, basically one continuous fence line of the same fencing material that would run down Wesley Place?

DePew replied I'm not sure it's going to be exactly the same, but similar, I don't know if we consulted on exact styles.

Crutcher said you've got Wesley Place and Wesley Street, Wesley Street is north/south, Wesley Place is east/west, you're going to have a fence along Wesley Place and along Wesley Street?

DePew said no, the proper setback of the black metal fence on Wesley Street.

Crutcher said you're running the fence up to that existing fence and DePew replied yes.

Pitluk stated the entire black fence, they're going to extend the new part to where the old fence is on Wesley Street to meet the new one on Wesley Place, and then it'll run along the tree line, that's what I'm hearing and DePew replied yes.

Crutcher said my concern was kind of talking through a picture would explain it a lot more explicitly, I think, to see where the property line is and where the fence is actually going, I'm still a little fuzzy on exactly what's where.

Regnier asked are you trying to establish where the fence stops in terms of both properties, where are we going to, I mean we already established the fence will be on, and you're not wrong, we kind of put this application together rapidly because time was of the essence, we kind of realized we had to get it in. So, we probably would have been a little bit more prepared in terms of laying it out, but we just did what we could do to get the application in. However, what I would say is that that --- how can I put this --- we want the fence to be on the property line, parallel with Wesley Place, and then essentially, and that's kind of what we wanted guidance from your team is where can we start and stop the fence and still make it safe for everybody involved.

Bowdell stated I just tried to snip the aerial and draw on it, then I realized I don't have any way of doing it on my other computer, I don't have any way to send it to you. But basically they're asking for two variances; one variance would be to allow a fence on their northern property line, and I think the verbiage said from a point equal to the front setback of the front of the home running east to their property stake, is where they're asking to have the fence put.

Regnier said of my property just heading west, exactly, yes.

Bowdell stated they can't go in front of their homes either on Gill, in Adam's case, or on Wesley Street, in Danielle's case, but that it would be on an east/west plane equal to their property stake that they were able to find in their back yards on the north corner.

(DePew took her phone and went outside and provided a video depicting the area)

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Schiffman said so that's what I understood for your side, how far up is it going on Adam's side?

Regnier replied we were kind of debating what would be ideal and probably looking to stop approximately if you were to look at the side of my house, there's a side door that goes into the garage and I would probably want to stop the fence perpendicular to that door and running parallel with Gill and then heading back towards the fence.

Schiffman stated my only concern was traffic and how far up it was going to go, I'm looking at a street view and that's not too far up.

Regnier stated and we want to be reasonable, we definitely want people to be able to see at a site line if there are any oncoming cars. Plus, we have trees already on that corner and we just hate to blind the whole thing up. We've got kids and we'd hate to create a situation that was unsafe as well.

Bowdell asked Golden if he had access to his email indicating he just sent him a snipe of Danielle's and I'm going to send you a snipe of Adam's, I don't know if there's a way for you to get them up or not, take a peek at it and see. Bowdell then said that's a bad drawing but that's basically where the fence line goes and it can't go out in front of Danielle's home, but you see she's planning on extending that --- you can see her black fence in that picture, okay, so that's the plane that she's going to use, right there. But the red line in the top is where the new fence is going to be, it's out near the property line. It can't go past the front plane, but I believe it's Danielle's intent to extend the existing black fence to the north until it hits that red line, but it can't go past the red line.

DePew stated it's not going to go any further west; it's staying right where it is.

Bowdell stated and when we get there there's a similar bad snipe or snip, whatever you call it, for Adam's home that I did as well with the parameters of how far it could be. But I think the important thing is that they are going to be on the property line, along that north edge, on the property line based on that survey stake that they found in their yards.

Crutcher said, so to clarify, the dimensional variance they're asking for is to put the fence on the property line and not set back like it normally would be?

Bowdell replied that's correct, that and however far they end up, that they be allowed to go up to the front of their home, we normally wouldn't allow a 6-foot fence in the side yard, so to speak, where in the area from the front of the house to the back, it's supposed to step down to four, but they're asking to take it all the way down that north property line, and there's Adam's. Adam, did I get that right where your door is?

Regnier replied that's right, thereabouts. I mean, yeah, I think that would be ideal if we're heading west on that side of my house just behind the door to the west and then return to the north and the east/west parallel to Wesley Place. So, it's a better snipe than the last one and I motion rename it snipe instead of snip. Like I said I want to make sure that it's reasonable that we put it there. I think my wife wanted it pushed to

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the front of the house but if it's safer to keep it where you've drawn it, I'm good with that as well.

Bowdell said again, based on the Zoning Board's wishes, I would strongly object if you tried to go past the front of the home.

Schiffman thanked Golden for the screen share and asked if there were any other comments from the Commissioners.

Crutcher said for clarity, the fence is going to be on the north property line of both properties and on the 23970, actually both of them, to the east and west you're looking for the variance to allow the 6-foot fence to go as far as the front of the house, but it sounds like both Applicants are not intending to go to the front of the house, is that correct?

Regnier replied that's correct on my part.

Schiffman asked if they were in a normal setting and they had a neighbor to the north, they could position that privacy fence as long as it didn't exceed the front plane of their home, from their side yard north, if there were a neighbor where the Wesley Place Street is, correct?

Bowdell replied if there was a neighbor there, normally we would make them stop the 6-foot fence at the back point of the home because if you think about it, all of a sudden you look out your bedroom window five feet away at a 6-foot fence. So that's why it stops at the back of the home normally. In this case on the public right-of-way it's a non-issue, so we would not object to going anywhere between the back of the home as long as it doesn't pass the front of the home.

Schiffman said that's what I was looking for, thanks.

Gensheimer said I was just curious since the trees are on the property line, how far away from the trees are you guys planning on building the fence?

DePew replied the trees aren't technically on the property line, they're inside of it.

Gensheimer asked then you're going to build on the inside of the trees and DePew replied I'm going to put it on the property line which is on the outside. It's a matter of seven or eight inches, the fence would be right up against the trees.

Crutcher asked if the trees are on her property or in the right-of-way and DePew replied they're on my property on the inside of the property line.

Crutcher stated in the new configuration the trees will be between the fence and the right-of-way and Bowdell replied no. DePew stated I'm open to either one, it's a matter of a foot width of the tree, I was hoping to encapsulate them so it created a more flush appearance along the road.

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Bowdell stated when I was there, they had not found that stake yet. I was there pre --- in fact, I never talked to Adam, Danielle was talking to Adam and they were talking but they didn't know where that property line was on the date that I was there.

Crutcher asked who is going to see the bottom of the trees, you or the people driving on Wesley Place and DePew replied me. Crutcher said I was getting confused between the inside/outside. The trees are going to be on your property inside of the fence and DePew replied correct. Crutcher asked if that's the same for the other property as well.

Regnier replied so, we have what is it, two trees that would be on the inside and depending where we stop our fence heading east it would be, there's a tree that may or may not end up inside or outside the fence. So, that would be the only, there's one tree, the most easterly tree on that east/west plane on the north side of our property, that would be possibly on the one side or the other of the fence.

Crutcher said so it's not a problem right now and it may not be for another ten to fifteen years, but when those trees come down, you're going to need a new fence.

Regnier asked why would we need a new fence and Crutcher replied if the trees come down, the fence will come with it.

DePew said if the trees come down, they will fall on the house, these are some tall trees and I won't be worried about the fence.

Crutcher said if they come down on their own, yes, that could be a problem, but if you decide to take them down, you'll probably have to remove the fence and Regnier said okay.

Schiffman called for a motion from the Commissioners.

MOTION by Crutcher, supported by Gensheimer, to approve the variance for 23970 Wesley Street, to place the new fence on the property line, to extend from the rear of the property as far as the front space of the residence on Wesley Street, and allow for the 6-foot height variance.

Motion carried, all ayes.

MOTION by Crutcher, supported by Gensheimer, to approve the variance for 24055 Gill Road, to place a 6-foot privacy fence along the north property line, extending from the rear of the property and in line with the front face of the existing residence, and allow the 6-foot height variance.

Motion carried, all ayes.

Bowdell stated that the snipes referenced during the meeting should be made a part of the record since they were utilized for visual.

Bowdell indicated no letters were received on the two variances.

PUBLIC COMMENT

BOARD OF ZONING APPEALS MINUTES -10-

None heard.

MOTION by Gensheimer, supported by Pitluk, to adjourn the meeting at 7:51 p.m.
Motion carried, all ayes.

The meeting adjourned at 7:32 p.m.

Matthew Schiffman, Secretary

MINUTES
FARMINGTON/FARMINGTON HILLS
COMMISSION ON CHILDREN, YOUTH and FAMILIES
June 2, 2022
Community Room, Farmington Hills City Hall,
31555 W. Eleven Mile Rd., Farmington Hills, MI. 48336

- 1) Call to Order 6:00 pm.

Meeting was called to order by Bette Rose at 6:03 p.m.

Members Present: Tammy Luty, Bette Rose, Ed Cherkinsky, Sharon Snodgrass, Jordan Scrimger, Adam Whitfield, Brian Spitsbergen, Roderick Wallace

Liaisons Present: Lauren Janowicz, Jim Nash, Jeff King, Mary Newlin, Steven Schneemann, Pat Spelman, Sarah Zitter Masindi

- 2) Approval of Agenda

Jordan Scrimger approved the agenda, seconded by Sharon Snodgrass and all approved.

- 3) Approval of May 5, 2022 Minutes

Sharon Snodgrass approved the minutes, seconded by Adam Whitfield and all approved.

- 4) Youth Division Update

Lauren updated us that they are moving forward with the after-school program in the fall. There has been no movement of getting new bus drivers since meeting with the superintendent on March 1st. Making sure bussing is available for the after-school program to run successfully is important. Lauren asked for suggestions from the group in attendance to brainstorm ideas as bussing is important for the success of the program. Options were discussed including seeing if other transportation options exist. Registration starts in July for the program. This program can support a maximum of 500 middle school students. Lauren will follow up with the superintendent and FPS transportation again.

- 5) Issues Committee Update

Tammy gave an update on the Tech/Career night event. It was very successful. Vendors were happy and talking about coming back next year. We also had a sign-in count of 88 but many came in groups and only one person signed in for the group, so we know the count was higher than that. Jim Nash mentioned that he thought it was the best attended event and he had been to all of them that we have held. He also said that he had good interaction with attendees.

Tammy brought up that we still have money left in the commission budget for this fiscal year. She came with two suggestions to present to the group to possibly use the money. The first was

a program called Empowermind that would be an enrichment program for middle school/high school students. This program was run before in some of the FPS schools as an after-school enrichment. She provided all the members the flyer on the program. The cost of the program was above what we had left in the budget so if we did the program it would have to be a split cost between participants and the commission.

The second option was to do A Kindness Rock Garden. Tammy had already talked to Ashlie at the Farmington Hills Nature Center to find a location where this garden could be located. The area would need to be cleaned up which could be done on a volunteer day at the park. This would tie into mental health which as a commission we have mentioned a few times as being something to consider working on in the future. The area that was selected already had several memorial benches so the money would be used to buy a sign, rocks, and painting supplies and possibly plants in the future to make the area nice. She thought it would be possible to do the painting as a partnership with summer camps or the library summer reading program.

Brian asked if anyone else had ideas to spend the money on.

Lauren suggested that they could use money to train The Hawk employees for mental health/trauma training. She had considered a program already that would train 30 employees for \$2000 dollars. She had some funding and the company said they might consider adjusting the cost. This would need to be booked in the summer for staff to be ready for fall after-school programs.

After discussion and a couple of motions the following amended motion was voted on to provide \$1,500 for staff training with Growth Works the remaining budget a little over \$500 going towards The Kindness Rock Garden.

6) Spotlight Show Update

Sharon discussed that the spotlight was on hold. She also talked about Bette and her reviewing the bylaws and looking at our openings for Farmington Hills. She suggested that alternatives try and attend all the meetings and could vote if someone is absent. She hoped that this would also allow us to move them into an open position if someone resigns, so we eliminate the delay in current openings. The process of filling the positions was discussed. Lauren mentioned that she has some resumes of people interested in the committee. Currently all positions for the City of Farmington are filled but with Diane resigning we have open seats for Farmington Hills. Roderick Wallace a current alternative for Farmington Hills will be presented at the June meeting to be a community member on the commission, this still leaves two Farmington Hills openings and no alternatives.

This item on the agenda will be switched to a title of Communications Update for general commission communication in the future.

7) Volunteer Recognition Program

Marla was not at the meeting and has always overseen this event. The event is planned for October, and we will discuss at our September meeting. Over the summer consider names of community members that volunteer, so we can recognize them in the fall.

8) New Business and Announcements

Sharon Snodgrass – Asked if we should have a liaison from CARES. Bette volunteers at CARES and said she can hold this dual purpose if we need any information from them or to provide them.

Sarah Zitter Masindi – The summer reading program starts on June 4th. They will be doing concerts in Riley Parks during the summer along with having community reading events for children in the community. Check out the summer reading brochure for all the programs they have.

Jim Nash – Talked about the River Day event on June 11th at Beaudette Park in Pontiac. They will be fishing, and many stations to talk about protecting the environment. The event is from noon until 4 p.m.

Jeff King – They are responding to about 1 threat of violence a week from students in grade 3rd through high school. They do a home inspection, contact parents, check the home for weapons and talk to parents about securing any guns. A couple of the notifications have come through the OK 2 Say program but most come from students or staff in the schools.

They will be out in the community on June 4th doing an E-waste recycling drive and will have officers at this event. They will also be at the Juneteenth event at Nardin Park. They are also starting back the Youth Career Day at the FH Police Department and have had a huge response and expect the event to be filled.

Mary Newlin – The city is going through a new budget process for the commissions for funding next year. She also talked about the new city website and that they are trying to streamline the process for applying for commissions online through the website.

She asked about why we break over the summer and if we can continue to meet. We have always had a break in the summer but sometimes the issues committee meets. We will setup a July and August Zoom meeting and the link will be sent to all members and liaisons if they wish to attend any of the planning discussion meetings. These issues meetings are the first Tuesday of the month at 7:30 p.m.

Adam Whitfield – Discussed that the Novi Rotary is doing work on after school curriculum programs in their city to help kids that can't afford to attend these enrichment programs. He thought this was something our commission could consider in the future.

Pat Spelman – Mentioned that the Memorial Day Parade was a success. They were preparing to support Art on The Grand this coming weekend.

Lauren Janowicz – Mentioned that she can serve as the voice of the Nature Center on the commission as she serves closely with Ashlie in her role. She talked about the FH Campout which looks like it will fill up this year. Also, June 16th is the Summer Kickoff event at The Hawk.

9) Public Comments

None

10) Adjournment

7:18 pm.

Bette Rose motioned to adjourn, and Ed Cherkinsky seconded, all in favor.

All future meetings will start at 6 p.m. in the Community Room, Farmington Hills City Hall,

September 1, 2022

October 6, 2022

November 3, 2022



Special Council Meeting
6:00 p.m., Monday, July 18, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

SPECIAL MEETING MINUTES

A special meeting of the Farmington City Council was held on July 18, 2022 in Farmington City Hall, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 6:00 p.m. by Mayor Sara Bowman.

1. ROLL CALL

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

City Administration Present

City Clerk Mullison
City Manager Murphy
Director Weber (left at 6:32 pm)

2. APPROVAL OF AGENDA

Move to approve the agenda as presented.

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

3. PUBLIC COMMENT

No public comment was heard.

4. PRESENTATION: SAFE ROUTES TO SCHOOL

Director Weber summarized the recent work of the Pathways Committee and described how the committee, Longacre Elementary, and the Michigan Fitness Foundation teamed up for a Safe Routes to School (SRTS) Grant Program. Committee member Sue Lover discussed the grant program, results of the survey, and items identified for improvement during the walking audit, as well as potential next steps. Council comments and questions were fielded.

Council indicated support of the next steps needed to pursue the grant and were interested in including some of the projects presented in future Capital Improvement Plans.

5. PRESENTATION: HISTORICAL COMMISSION ANNUAL REPORT

City Manager Murphy introduced Chairperson Laura Myers to give the annual report of the Historical Commission. Myers noted that there had been more outdoor activities over the last year than they had anticipated. She talked about waiting for the work at the Governor Warner Mansion to be completed so that events could resume there, and of the difficulty of retaining volunteers as they move to other projects during this hiatus. Discussion ensued about ADA compliance and designating administrative support for the Mansion, historical neighborhood changes, and future concerns of the Commission.

8. COUNCIL COMMENT

Schneemann commented on numerous areas where trees are wreaking havoc on sidewalks and roads and that he would like Council to become educated about the problems so they can be tackled. He asked for a program to be developed to start to chip away at the list, and he requested that the topic be placed on a future agenda.

9. ADJOURNMENT

Move to adjourn the meeting.

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

The meeting adjourned at 7:00 pm.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:



Regular City Council Meeting
7:00 p.m., Monday, July 18, 2022
Council Chambers
23600 Liberty Street
Farmington, MI 48335

DRAFT

REGULAR MEETING MINUTES

A regular meeting of the Farmington City Council was held on July 18, 2022 at Farmington City Hall, 23600 Liberty Street, Farmington, MI. Notice of the meeting was posted in compliance with Public Act 267-1976.

The meeting was called to order at 7:05 p.m. by Mayor Bowman.

1. ROLL CALL

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

City Administration Present

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF ITEMS ON CONSENT AGENDA

- A. Accept City of Farmington Board and Commission Minutes
- B. City of Farmington Minutes
 - a. June 20, 2022 Regular
- C. Farmington Monthly Payments Report
- D. Farmington Public Safety Monthly Report
- E. Department of Public Works Quarterly Report
- F. Building Department Quarterly Report
- G. Board and Commission Reappointments

Move to approve the consent agenda as presented.**

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

4. APPROVAL OF REGULAR AGENDA

Move to approve the regular agenda as presented.**

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

5. PUBLIC COMMENT

Denise Goodman, 33030 Slocum, let Council know that she was unhappy with the GLWA fee in her water bill. She also complained about the parking lot lights next to TJ Maxx because the new installation was far too bright. She requested help with a shield or some way to mitigate the glare.

Matt Nathan, 33054 Slocum, also spoke about the TJ Maxx lights in his back yard. He was also concerned about Slocum Drive and cut-through traffic due to the recent closure of Farmington Road. He would like to see a plan to calm traffic, create different routes, and invest in roadways. He also complained of code violations such as the excessive lighting situation and about the code officer being unavailable.

6. PRESENTATIONS AND PUBLIC HEARINGS

No presentations or public hearings were heard.

7. NEW BUSINESS

A. Second Reading: proposed zoning ordinance text amendment - Online Retail Delivery Storage & Pickup Facilities

Director Christiansen reminded Council that this amendment was initially proposed by the Planning Commission in response to an application for on online retail storage and delivery facility use in the C2, Community Commercial and the C3, General Commercial Zoning District. No changes were made from the first reading of this ordinance and after a work session on the topic.

Move to approve Ordinance _ - ____ -2022 Amending Section 35-158, of the Zoning Ordinance, “Special Land Use Specific Requirements,” to Include “Online Retail Delivery Storage & Pickup Facility” C2, Community Commercial and the C3, General Commercial Zoning District as a Special Land Use, including specific Special Land Use requirements, and a proposed Zoning Ordinance Text Amendment To Chapter 35, Article 21, Section 35-252, “Definitions,” to Include a Definition of “Online Retail Delivery Storage & Pickup Facility”.**

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

B. 9 Mile Water Booster Station VFD Replacement Project

Superintendent Eudy stated that Oakland County Water Resource Commission (OCWRC) recommends awarding the 9 Mile Booster Variable Frequency Drive (VFD) Replacement to ICS Integrated Services LLC. The current VFDs for the booster station are approximately 12 years old and are nearing the end of their life expectancy.

Move to approve the award of the 9 Mile Water Booster Station Pipe Variable Frequency Drive (VFD) replacement to ICS Integrated Services LLC in the amount of \$24,420.00 and allow Oakland County Water Resource Commission OCWRC execute the contract documents.**

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

C. Consideration to approve cemetery fence repairs/replacement

Eudy reported that due to a July 2021 storm event, fencing at Oakwood Cemetery and Quaker Cemetery was damaged and needs repair and/or replacement. After going out for bid, Eudy recommends hiring Nicholls Fence & Railing to complete the necessary work.

Move to approve Fence Repairs/Replacement at Oakwood & Quaker Cemeteries to Nicholls Fence & Railing in the amount of \$13,965.00, subject to any minor amendments to the final form of the City Manager’s office and the City Attorney’s office.**

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

D. Consideration to purchase SwapLoader build on 2024 Freightliner Chassis

Eudy requested funding to complete an upfit of a truck purchase that was approved in February 2022.

In response to a concern expressed by Schneemann about using the new plow where curbs and bump outs are, Eudy stated that there would definitely be crew training and that the new plow would be primarily used in straight line applications. LaRussa asked about the efficiency of the wing plow and found that it would plow up to a 17’ swath.

Move to approve purchase of SwapLoader build from Truck & Trailer Specialties Incorporated in the amount of \$226,420.**

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

E. Consideration to approve amendment No. 4 to the Water Services Contract between the City of Farmington and Great Lakes Water Authority (GLWA)

Eudy asked Council to approve an amendment to the GLWA contract that would update the water services contract which was originally approved in 2009. In addition to a Max Day and Peak Hour reduction, it was agreed to reduce projected annual volume amount based on current usage and national trends.

Move to approve Amendment No. 4 to the existing water services contract with the GLWA and authorize the Mayor and City Clerk to sign the agreement on behalf of the City.**

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

F. Consideration to approve janitorial services for City Hall, Public Safety, and Public Works

With the recent resignation of the custodian for City Hall and Public Services buildings it was necessary to subcontract the position. The collective bargaining unit has been advised of the intent to subcontract this position and has not objected. The subcontracting of janitorial services will be a cost savings for the City.

Move to approve awarding a one (1) year janitorial services contract to Stathakis Janitorial Services in 12 equal monthly payments of \$2,860.63 and allow City Administration to execute contract documents subject to any minor amendments to the final form of the City Manager’s office and the City Attorney’s office.**

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

G. Consideration to approve the Shiawassee Park Kids Zone Playscape fence replacement

The existing wood shadowbox design fence is deteriorated and becoming a hazard. Public Works contacted several fence contractors and only two supplied quotes for the Heavy Industrial Decorative Aluminum Fence. Eudy announced that a local Boy Scout has arranged to remove the existing fence as his Eagle Scout Project. The boards that are engraved with the names of the donors will be salvaged and organized for them to collect their engraved boards and any unclaimed boards will be recycled.

Bowman requested that a sign be placed at the playscape for the period between removal of the old fence and installation of the new one so that residents knew a better fence was coming. Eudy also pointed out that a grant had been acquired to pay for 50% of fence cost.

Move to approve the Shiawassee Park Kids Zone Playscape fence replacement to Anchor Fence in the amount of \$48,910.00 for the Heavy Industrial Decorative Aluminum Fence subject to any minor amendments to the final form of the City Manager’s office and the City Attorney’s office.**

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

H. Oakland Street Reconstruction

The Change Order up for approval reconciles all materials and supplies up to the end of the fiscal year, and the Construction Estimate includes work done during this period.

Move to approve payment to V.I.L. Construction Incorporated for Construction Estimate No. 4 Change Order No. 1 & 2 in the amount of \$341,925.99 for the Oakland Street Reconstruction-Water Main Replacement Project.**

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

8. PUBLIC COMMENT

Denise Goodman, 33030 Slocum, made further suggestions to assist with the problem with the parking lot lights she had commented on earlier.

9. CITY COUNCIL COMMENT

LaRussa wished a Happy Birthday to Balk and thanked Bowman and 360 Productions for executing a very successful Founders Festival this year.

Schneemann addressed issues brought forward at the public comment sections at this meeting. He said that Council had allocated additional funding for more Code Enforcement hours in this year's budget, and he also addressed water rate concerns. He asked City Administration to watch for any opportunity to join in to any other municipality's challenge to GLWA fees.

Taylor appreciated comments about Slocum Street being a cut-through, and she indicated that as a member of the Pathways Committee she could bring up this issue.

Balk thanked Council for the Oakland Street project and said that it was beautiful. She also appreciated being well informed about schedules and expectations as a resident during the project.

Bowman thanked the Department of Public Services for all of the assistance and support needed for a successful Founders Festival weekend. With road closures, event planners worked well with businesses and residents, pinnacle and highlight of celebration in Farmington and she was grateful that in her brief wrap up with DPW and Public Safety there were no significant incidents to report. Julie Law of 360 Productions will come to give a wrap up report at the upcoming August 15 meeting. As to other concerns about traffic issues brought up by Farmington Road closing, more signage has been planned and will be implemented soon. She also addressed public comments from earlier and said that Council will address those problems.

10. ADJOURNMENT

Move to adjourn the meeting.

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

Meeting adjourned 8:03 p.m.

Sara Bowman, Mayor

Mary J. Mullison, City Clerk

Approval Date:

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

Farmington City Council Agenda Item	Council Meeting Date: August 15, 2022	Item Number 3C	
Submitted by: Amy Norgard, Controller			
<u>Agenda Topic</u> Farmington Monthly Payments Report – July 2022			
<u>Proposed Motion</u> Approve Farmington Monthly Payments Report – July 2022			
<u>Background</u> See attachment			
<u>Materials Attached</u> AP Monthly Payments Report 073122			
Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

CITY OF FARMINGTON - MONTHLY PAYMENTS REPORT

MONTH OF JULY 2022

FUND #	FUND NAME	AMOUNT:
101	GENERAL FUND	\$ 531,719.96
202	MAJOR STREET FUND	\$ 3,527.71
203	LOCAL STREET FUND	\$ 302,608.19
401	CAPITAL IMPROVEMENT MILLAGE	\$ 143,278.26
592	WATER & SEWER FUND	\$ 373,344.09
595	FARMINGTON COMMUNITY THEATER FUND	\$ 28,933.21
640	DPW EQUIPMENT REVOLVING FUND	\$ 205,312.47
701	AGENCY FUND	\$ 2,983.00
736	PUBLIC EMPLOYEE HEALTH CARE FUND	\$ 29,417.75
	TOTAL CITY PAYMENTS ISSUED:	\$ 1,621,124.64
136	47TH DISTRICT COURT FUND	\$ 100,074.09
248	DOWNTOWN DEVELOPMENT AUTHORITY FUND	\$ 51,962.68
	TOTAL OTHER ENTITIES PAYMENTS ISSUED:	\$ 152,036.77
	TOTAL PAYMENTS ISSUED	\$ 1,773,161.41

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

CITY OF FARMINGTON - ACH PAYMENTS REPORT

MONTH OF JULY 2022

TRANSFER FROM:	TRANSFER TO:	DESCRIPTION:	AMOUNT:
Agency Tax	Farmington Public Schools	Tax Payment #1	338,270.71
Agency Tax	Oakland County	Tax Payment #1	710,358.56
Agency Tax	Farmington Comm. Library	Tax Payment #1	44,561.59
General Fund	Chase (Payroll Acct)	Direct Deposit Payroll	384,281.84
General Fund	Federal Gov't	W/H & FICA Payroll	115,053.35
General Fund	MERS	June Transfer	97,447.62
General Fund	MERS HCSP	June Transfer	5,413.38
General Fund	MERS	457 Plans - City & Dept. Head	20,842.21
General Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,990.60
TOTAL CITY ACH TRANSFERS			1,718,219.86
Court Fund	Chase (Payroll Acct)	Direct Deposit Payroll	86,554.84
Court Fund	Federal Gov't	W/H & FICA Payroll	52,212.40
Court Fund	Total Administrative Services Corp.	Flexible Spending Accounts	1,479.18
Court Fund	ICMA	Health Savings/401 Accounts	12,927.38
Court Fund	The HSA Authority	Health Savings Account	3,450.06
TOTAL OTHER ENTITIES ACH TRANSFERS			156,623.86



FARMINGTON PUBLIC SAFETY DEPARTMENT

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

Ted Warthman, Public Safety Director



MONTHLY PUBLIC SAFETY REPORT

July 2022

Fraud

On July 6th a Lamar Street resident reported at the police desk that he had received a message on his computer stating that he needed to contact a phone number purporting to be Microsoft. The victim advised that he called the number on his computer screen and spoke with an individual from India. The suspect convinced the victim to purchase \$4500 worth of gift cards and to provide the suspect with gift card numbers. The victim realized that he had been scammed and was able to get some of his money from his bank. The incident was forwarded to the detective bureau for further investigation.

Larceny in a Building

On July 6th a Kensington Manor Apartment resident reported at the police front desk that an unknown person stole an Apple iPad from his dining room. The victim advised that he had left his apartment for a small trip and when he returned home, he discovered that his iPad was missing. The victim advised that there was no evidence that his home was forcefully entered, and he does not know how someone entered his home. The incident was forwarded to the detective bureau for further investigation.

Package Theft

On July 13th an officer responded to the 33000 block of Orchard Street for a report of a larceny of mail. Upon arrival, the officer spoke with the victim who advised that she had received a text message from Amazon stating that she her mail ordered item had been delivered. The victim returned home from work and noticed that her package was missing. The incident was turned over to the detective bureau for further investigation.

Reckless Driving

On July 15th officers working the Farmington Founders Festival observed a grey Toyota head east on Grand River Avenue in the west bound lanes at an estimated 45+ mph in the posted 25 mph zone. In addition, the Toyota had opposing traffic attempting to avoid being hit as the Toyota drove in the wrong lane. The vehicle narrowly missed striking pedestrians at the crosswalk at Grand River Avenue and Grove Street and had to slam on the brakes to avoid hitting a car. An officer at the crosswalk was able to run over to the Toyota and turn the vehicle off so that the driver would no longer be a danger. The driver was arrested for reckless driving and her vehicle towed. The driver has an extensive driving history, and her license was flagged with Secretary of State for re-examination.

MONTHLY PUBLIC SAFETY REPORT

July 2022

Attempt Vehicle Theft

On July 21st at 5:50 a.m. officers were dispatched to 21900 Farmington Road for an attempted vehicle theft. The owner stated he exited his residence and was walking to his vehicle at 5:40 a.m. when he observed a subject sitting in his driver's seat as he approached the vehicle. The suspect noticed the owner and fled the scene northbound on foot. Officers set up a perimeter and searched the area but were unable to locate the suspect. The vehicle was processed for fingerprints and the case was forwarded to the detective bureau for further investigation.

Uttering and Publishing

On July 28th, a representative from Credit Union One reported a male subject entered the bank on an earlier date and presented an endorsed check in the amount of \$1,662. The check was then deposited into his account. The male subject then withdrew \$1,162 in cash and exited the bank. The check later returned to the bank as Unable to Locate Account. Credit Union One wishes to prosecute in this case.

Flee and Elude

On July 30th at 7:29 p.m. an officer attempted to stop a vehicle for traveling 62 mph in a 35-mph zone in the area of Grand River Avenue and Power Road. The vehicle fled from the officer onto northbound Mooney Street and then to westbound Shiawassee Street. The vehicle continued westbound on Shiawassee and then onto westbound Grand River Avenue. It continued for a short time on Grand River Avenue before pulling into a shopping center where officers were able to block the vehicle in and take the driver into custody. The 17-year-old juvenile was released to his parents and the case was forwarded to probate court.

MONTHLY PUBLIC SAFETY REPORT
July 2022

JULY 2022 – ABBREVIATED CRIME REPORT

Crime Part	Crime Category	Jul-2022	Jun-2022	Percent Change	YTD 2022	YTD 2021	Percent Change
A	ASSAULT - AGGRAVATED	0	1	-100.0%	3	5	-40.0%
A	ASSAULT - SIMPLE	3	2	50.0%	20	12	66.7%
A	BURGLARY - RESIDENTIAL	0	0	-	1	1	0.0%
A	DAMAGE TO PROPERTY	3	0	-	13	10	30.0%
A	DRUG OFFENSES	2	1	100.0%	13	7	85.7%
A	EMBEZZLEMENT	0	0	-	3	1	200.0%
A	EXTORTION - BLACKMAIL	1	0	-	1	1	0.0%
A	FORGERY / COUNTERFEITING	0	1	-100.0%	2	0	-
A	FRAUD	1	5	-80.0%	24	13	84.6%
A	INTIMIDATION / STALKING	0	1	-100.0%	4	0	-
A	LARCENY - ALL OTHER	3	2	50.0%	15	14	7.1%
A	LARCENY - FROM AUTO (LFA)	1	4	-75.0%	20	14	42.9%
A	LARCENY - RETAIL FRAUD	0	0	-	2	2	0.0%
A	MOTOR VEHICLE THEFT / FRAUD	3	0	-	4	3	33.3%
A	ROBBERY	0	0	-	0	1	-100.0%
A	SEX CRIME	0	0	-	2	1	100.0%
A	STOLEN PROPERTY	0	2	-100.0%	2	1	100.0%
A	WEAPONS OFFENSE	3	3	0.0%	12	6	100.0%
A	Total	20	23	-13.0%	142	94	51.1%
B	ACCIDENT - HIT & RUN	0	1	-100.0%	1	3	-66.7%
B	FAMILY OFFENSE	0	0	-	2	0	-
B	HEALTH AND SAFETY	0	0	-	1	1	0.0%
B	LIQUOR LAW VIOLATION	3	5	-40.0%	20	7	185.7%
B	OBSTRUCTING JUSTICE	5	2	150.0%	17	10	70.0%
B	OBSTRUCTING POLICE	0	1	-100.0%	10	7	42.9%
B	OUI OF LIQUOR / DRUGS	17	12	41.7%	86	32	168.8%
B	PUBLIC PEACE	0	2	-100.0%	2	9	-77.8%
B	Total	25	28	-10.7%	154	78	97.4%
C	ACCIDENT	24	23	4.3%	140	96	45.8%
C	ALL OTHER OFFENSES	754	836	-9.8%	5,562	3,659	52.0%
C	CITATION	25	23	8.7%	196	130	50.8%
C	FAMILY OFFENSE	6	5	20.0%	37	32	15.6%
C	MISSING PERSON / RUNAWAY	1	0	-	5	5	0.0%
C	SUSPICIOUS	61	65	-6.2%	421	358	17.6%
C	WARRANT	10	18	-44.4%	102	78	30.8%

Farmington City Council Staff Report	Council Meeting Date: August 15, 2022	Item Number 3E
Submitted by: Melissa Andrade, Assistant to the City Manager		
Agenda Topic: Resignation of Board of Review member Liam Healy		
Proposed Motion: NA		
Background: Liam's term was to expire in Dec. 2024		
Materials: Letter		

Liam K. Healy

35122 Drake Heights Drive, Farmington, MI 48335

City Council

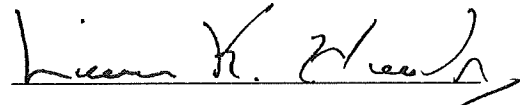
City of Farmington

23600 Liberty Street

Farmington, MI 48335

Dear council members:

Please consider this correspondence a formal notice of resignation from my position as member of the City of Farmington, Michigan, property tax board of review, effective July 20, 2022.


Liam K. Healy



**Farmington DDA
Staff Report**

**DDA Meeting
Date: Monday 8/15/22**

**Item
Number
7A**

Submitted by: Kate Knight, Executive Director DDA

Agenda Topic: Discussion of the Professional Services Agreement between the DDA and 360 Event Productions, LLC, Review and Memorandum of Understanding between the City of Farmington ("City") and the Downtown Development Authority ("DDA") regarding the Farmington Founders Festival

Proposed Motion:

#1) Move to approve the Professional Services Agreement with 360 Event Productions, LLC, as proposed, subject to the City and the DDA also entering into the Memorandum of Understanding, relating to the Farmington Founders Festival, as proposed.

#2) Approve Memorandum of Understanding between the City and the DDA regarding the Farmington Founders Festival, as presented.

Background:

360 Event Productions, LLC ("360 Productions") has been hired by several different Farmington entities over the past several years to produce the Farmington Founders Festival ("Founders Festival"). Most recently, the DDA and 360 Productions have concluded a two (2) year professional services contract for the years 2021 and 2022.

Discussion was held at the August 9, 2022 joint DDA/City Council meeting at which time there was support by both entities to continue the contractual relationship with 360 Productions to produce the Founders Festival for the upcoming three (3) years; 2023, 2024 and 2025.

Attached is a proposed request to have the DDA enter into a Professional Services Agreement with 360 Productions, and also to have the City and the DDA **separately** enter into an agreement/memorandum of understanding by which the City undertakes the DDA's obligations with 360 Productions.

Attached is the Professional Services Agreement between the DDA and 360 Productions, and the memorandum of understanding between the City and the DDA. They have been reviewed by both the City's Attorney and the DDA's attorney. Both will need to be approved by the DDA.

Materials: Memorandum of Understanding and Professional Service Agreement

MEMORANDUM OF UNDERSTANDING

CITY OF FARMINGTON AND FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY

FARMINGTON FOUNDERS FESTIVAL

This Agreement (“Agreement”) is entered into as of the date of the last signature below and is between the City of Farmington (“City”), whose address is 23600 Liberty Street, Farmington, MI 48335, and the Farmington Downtown Development Authority (“DDA”) whose address is 23600 Liberty Street, Farmington, MI 48335, (collectively, “Parties”) for memorializing the Parties’ understandings as to the City’s agreement to provide services related to the Farmington Founders Festival for the years ~~2021–2023~~ and through 2022–2025.

RECITALS

WHEREAS, the DDA entered into an agreement (the Event Agreement) with an entity known as 360 Events to plan, produce, and manage the Farmington Founders Festival for the calendar years ~~2021–2023~~ and through 2022–2025, which such agreement is dated _____, ~~2020~~ 2022 and is attached hereto as Exhibit 1; and

WHEREAS, the Event Agreement requires the DDA to undertake certain activities and to provide, or cause to be provided, certain services; and

WHEREAS, the City has agreed to undertake those activities and DDA obligations under the Event Agreement and provide those services on behalf of the DDA; and

NOW, THEREFORE, for and in consideration of the DDA’s agreement to sponsor the Farmington Founders Festival as a civic event.

1. **Provision of Services by City** – The City agrees to provide the services and undertake the activities described in the Event Agreement attached as Exhibit 1, for and on behalf of the DDA.
2. **Term of the Agreement** – The agreement shall be for a two-year period described in the Event Agreement.
3. **Compensation** – The City shall not be compensated by the DDA in connection with this civic event.

4. **Festival Representative** – The City shall provide and designate, at its expense, at least one employee to serve as the Representative for the Festival, who shall be the primary point of contact and operational liaison between 360 Events and the DDA for the activities described in the Event Agreement. The Festival Representative(s) shall be responsible for coordinating and overseeing the activities of 360 Events and shall ensure that all activities and obligations required of the DDA under the Event Agreement are met in a timely manner.
5. **Assignments** - The DDA's obligations under this Agreement may not be assigned except with the written approval of the City.
6. **Notices** - Notices under this Agreement shall be to the Farmington City Clerk and the Farmington DDA President.
7. **Applicable Law** - 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.
8. **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.
9. **Compliance with Laws** - Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
10. **Entire Agreement** - This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
11. **Filing** – If required by MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Farmington City Council and the City of Farmington DDA 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: _____
Mayor, Sara Bowman

Dated: _____

By: _____
Clerk, Mary Mullison

FARMINGTON DDA

Dated: _____

By: _____
Director, Kate Knight,

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON
DOWNTOWN DEVELOPMENT AUTHORITY**

**PROFESSIONAL SERVICES AGREEMENT
FARMINGTON FOUNDERS FESTIVAL**

This agreement is made on the date herein by and between 360 Event Productions LLC a Michigan Limited Liability Company, located at PO Box 210214, Auburn Hills, MI 48321 (Contractor) and the Farmington Downtown Development Authority, an organization authorized under local ordinance and PA 197 of 1975, repealed and recodified by PA 57 of 2018, whose office is located at 23600 Liberty St., Farmington, MI 48335 (DDA). Contractor and the DDA shall be referred to collectively as the “Parties.” This agreement shall be effective on the last date of its execution by all parties.

Recitals

1. DDA desires assistance in planning, producing, and managing the City of Farmington’s annual Farmington Founders Festival.
2. Contractor is an event planner with experience in planning, producing, and managing similar festivals, including the Farmington Founders Festival, for calendar years 2021 and 2022.
3. DDA desires to enter into an agreement with the Contractor to plan, produce and manage the Farmington Founders Festival for calendar years 2023 through 2025.

The terms and conditions of the agreement are as follows.

Festival Description

1. The festival shall be called the “Farmington Founders Festival.” Contractor acknowledges that the DDA is contracting its services for the festival, and that Contractor has no right to the name of the festival except as specifically provided herein for the purposes of Contractor fulfilling its obligations under this agreement. During the term of this agreement, Contractor shall use said name to plan, produce, and manage the festival on behalf of the DDA, and for no other purpose.
2. Subject to the other provisions of this agreement, the festival shall run for 3-4 days each July during 2023 through 2025. For 2023, the dates for the festival shall be July ___ through ___. For 2023, the DDA and Contract shall mutually agree on the dates at least 9 months prior to the Event.

The DDA shall assist Contractor in arranging times for Contractor and its designees to have non-exclusive access to all facilities owned by the City in the Festival area for the purpose of advance preparations and set up, including (if necessary) installation of cables, conduits, tents, tables, chairs and signage at least 48 hours prior to the designated starting time. Contractor acknowledges that access for set up may be affected by and subject to agreements and obligations with regard to the property to be utilized for the Festival (e.g., easement agreements for the downtown parking lot, and/or approvals needed by other regulatory agencies). Contractor shall be responsible for securing any permits and licenses necessary for the Festival uses. The DDA shall cooperate in assisting Contractor with securing necessary permits and licenses from the City.

3. The parties will work collectively to approve the location and spacing for the specific elements of the festival, with the DDA having final approval authority; however, the festival shall be primarily located in Downtown Farmington.
4. The specific elements of the festival shall be determined by mutual agreement of the parties. At a minimum, the festival shall include, and Contractor shall plan accordingly to ensure and accommodate: a parade (on the Saturday of the festival); a beer tent; music; crafters; food trucks; a run; and bounce houses. Contractor acknowledges that a special event permit will be required for the festival, to be approved by the City Council of the City of Farmington.
5. Contractor shall be responsible for all event planning, marketing, execution, and clean-up for each event.
6. Contractor shall not charge any fee to the City or the DDA to plan, produce, or manage the festival. However, all sponsorship proceeds and/or other profits generated from the Festival shall be retained by the Contractor for such services.

Duties of the DDA

7. The DDA shall provide all services listed in Exhibit A under the caption, "DDA TO PROVIDE." Contractor understands and agrees that the DDA may enter into agreements with third parties, including but not limited to the City of Farmington, to provide the services described. The Parties agree that Contractor will not seek and the DDA will not provide staff or employee support for day-to-day assistance with the planning, marketing, execution, or clean-up of the festival beyond that expressly described in this agreement.

Duties of the Contractor

8. The Contractor shall provide all services listed in Exhibit A under the caption “360 EVENT PRODUCTIONS TO PROVIDE.” Such services shall be provided in a competent, efficient, timely, good and workmanlike manner, subject to and in compliance with the terms and conditions of this agreement.

Contractor shall also provide insurance coverage that meets the requirements of Exhibit B (generally, commercial general liability, worker’s compensation, and motor vehicle liability insurance). The commercial general liability and motor vehicle liability insurance shall include an endorsement of the City of Farmington and the Farmington Downtown Development Authority and their respective officials, employees, volunteers, and agents as primary, noncontributory additional insureds.

General Terms

9. Independent Contractor. In the performance of this agreement, the relationship of Contractor to the DDA shall be that of an independent contractor and not that of an employee or agent of DDA. Contractor is and shall perform under this agreement as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this agreement, except as provided elsewhere in this agreement.
10. Default. If a party fails to perform the duties set forth herein, said party shall be in breach of this agreement and the non-breaching party may pursue any and all remedies available in law or equity against the breaching party, including injunctive relief.
11. Termination. Either party may terminate this agreement with cause on thirty (30) days’ notice. “Cause” shall mean a breach of or default under this agreement that is not cured within ten (10) days’ notice.
12. Force Majeure. Neither party will be responsible for fires, strikes, civil disorders, severe inclement weather, pandemics, acts of threats of terrorism, acts of war, or other casualties or events beyond its reasonable control. Upon the occurrence of such an event, the parties will have the right to cancel or reschedule the festival.
13. Intellectual Property Rights. The parties acknowledge and agree that: (i) the other party’s logos, flags, marks, copyrights, or other intellectual property rights will remain

the sole property of the other party; and (ii) nothing in this agreement will confer in the party any title to, right of ownership, or interest in the other party's logos, flags, marks, copyrights or other intellectual property, except to the extent provided for herein.

14. Limitation of Liability. In no event shall any party be liable to the other party, its agents, employees or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with, this contract, whether or not such party was advised of the possibility of such damages.
15. Authority to Execute. The undersigned represent and warrant that he/she has full authority to bind the parties to all of the terms and conditions of this agreement.
16. Entire Agreement. This agreement is the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement, and this agreement supersedes all previous communications or agreements, either oral or written between the parties. This agreement may be amended only by written instruments signed by the parties.
17. Choice of Law. This agreement will be interpreted and its provisions enforced in accordance with the laws of the State of Michigan.
18. Waiver. Any waiver of any term, requirement or condition imposed under this agreement shall be deemed a limited and specific waiver and shall not be deemed to be continuing in nature or effect any other term of this agreement.
19. No Third Party Beneficiaries: There are no third party beneficiaries to this agreement and the services provided herein are exclusively for the direct benefit of the DDA.
20. Assignment: This is a professional services contract and is not assignable by Contractor without the express written consent of the DDA.
21. Nondiscrimination. Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78 Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of the consultant or subcontractor employed in the performance of this agreement.
22. Compliance with laws. This agreement and all of Contractor's professional services and practices shall be subject to all applicable state, federal and local laws, rules or

regulations, including without limitation, those that apply because the DDA is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this agreement.

[signatures on following page]

IN WITNESS WHEREOF the parties have executed this agreement by their properly authorized signatories.

360 Event Productions LLC

By _____

Its: _____

Dated: _____

City of Farmington Downtown Development Authority (DDA)

By _____

Its: _____

Dated: _____

EXHIBIT A

DDA TO PROVIDE (OR CAUSE TO BE PROVIDED)

- Access and use of city electricity at no charge to the festival
- Assistance with the request to the City for barricades for street and parking lot closures at no charge to the festival. Cover any costs associated with road closures, including engineering and signage.
- Assistance with the request to the City for Public Safety at no charge to the festival
- Assistance with the request to the City for DPW services at no charge to the festival
- Dumpster at no charge to the festival
- Event inclusion on City/DDA websites, social media and other marketing publications
- Assistance with the request for golf carts, tents, and tables including from the City of Farmington Hills.
- A promotional banner to be hung above Grand River for no less than 3 weeks prior to the start of the festival.

360 EVENT PRODUCTIONS TO PROVIDE

- Manage all expenses and revenue
- Secure all entertainment and vendors (i.e. bands, tents, port-a-johns, ice, generators, etc.)
- Create a map and layout for the event
- Create a timeline of events
- Secure City Council special event approval for the festival
- Oversee all marketing, including social media, graphics, signage and management of overall branding.
- Create or maintain a website and provide all PR & Press Release
- Solicit and secure sponsorships and vendors for the festival
- Work closely with DPW and Public Safety (as identified by the City) to develop plans for road closures, emergency plans, garbage removal, parking lot closures, crossing guards, etc.
- Provide all necessary Event Staff, including photographer
- Manage all crafters / vendors / sponsors / parade applications
- Provide detailed load in instructions to all crafters / vendors / sponsors
- Manage all areas of the festival and work with leads in each area; including non-profit volunteers, parade, farmers market, beer tent, DDA, 5k, etc.
- Provide a special event insurance policy

Farmington City Council Staff Report	Meeting Date: August 15, 2022	Reference Number 7B
Submitted by: David Murphy, City Manager		
Agenda Topic Approval of Proposed Amendment to I. T. Services Intergovernmental Agreement with Farmington Hills		
Proposed Motion To approve amendment to I. T. Services Intergovernmental Agreement with Farmington Hills to include services from Farmington Hills relating to Demand Points and fiber connectivity provided by SiFi Networks, LLC to Farmington Hills on behalf of Farmington.		
<p>Background</p> <p>Last July the City Councils for Farmington and Farmington Hills each approved METRO Act permits with SiFi Networks Farmington LLC (“SiFi”). The METRO Act permits contemplated that SiFi could use City owned property to locate shelters to house a hub for their fiber and related equipment. However, SiFi decided to use two locations in Farmington Hills to locate their shelters. In the process of Farmington Hills and SiFi negotiating their terms for the shelter Leases, they determined that it was in their best interests to tie the terms of the “Smart Cities Managed Services Agreement” to the Leases. The Smart Cities Agreement will provide fiber connectivity to enable the future use of other applications such as Wi-Fi connection points in public facilities. The Smart Cities Agreement was negotiated to provide 188 Demand Points to be used by both cities without change to either City as long as the two lease agreements for use of land in Farmington Hills remain in place. However, if either City requests additional Demand Points beyond those covered in the Smart Cities Agreement or requests new services that are not covered by the Smart Cities agreement, SiFi may require a charge for the new services.</p> <p>Farmington will receive 50 of the Demand Points allocated in the Smart Cities Agreement, to connect to the SiFi Network. Farmington staff selected 50 Demand Point locations within the City including multiple parks, City Hall, the Civic Theater, Warner Mansion, lift stations, water storage locations and locations for future electronic signage. Farmington Hills ensured that its agreements with SiFi would obligate SiFi to provide service to the selected Farmington Demand Points.</p> <p>Since Farmington will not have a lease or Smart Cities Agreement with SiFi, Farmington Hills suggested that the I.T. Services Intergovernmental Agreement between the cities, be amended to include the applicable provisions of the Smart City Agreement.</p> <p>Before you is a request to amend the Intergovernmental Agreement with Farmington Hills for I.T. Services to include receiving the Smart Cities services of 50 selected Demand Points, without charge, the right to receive a service credit and terms for a monthly charge should the city request additional Demand Points.</p>		

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES**

BETWEEN

CITY OF FARMINGTON HILLS

AND

CITY OF FARMINGTON

The purpose of this Amendment ("Amendment") is to add services provided under a Smart Cities Managed Agreement explained below, to the services provided for in the Intergovernmental Agreement for Information Technology Services, ("I.T. Agreement") between the City of Farmington, whose address is 23600 Liberty Street, Farmington, MI 48335, ("Farmington") and the City of Farmington Hills, whose address is 3155 West Eleven Mile Road, Farmington Hills, MI 48336, ("Farmington Hills").

RECITALS:

- A. Farmington Hills and Farmington, ("the Cities"), each have a Metropolitan Extension Telecommunication Rights-of-Way Oversight Act ("METRO Act") permit with SiFi Networks Farmington LLC, ("SiFi"). Pursuant to these permits, SiFi intends to build a telecommunications network throughout each City.
- B. Farmington Hills has executed a Smart Cities Managed Services Agreement, ("Smart Cities Agreement") with SiFi, to provide data services over fiber optic cable connections within the Cities, so long as the Smart Cities Agreement has not been terminated.
- C. The Smart Cities Agreement provides for the Farmington to receive data services from SiFi over 30 Demand Points selected by Farmington.

IT IS THEREFORE AGREED:

1. The Definition of Information Technology Services in the I.T. Agreement shall be deleted and replaced with the following definition:

Information Technology Services Defined. The terms "Information Technology Services" and "I.T. Services" shall mean professional services to manage, maintain, assist, train, consult, repair, update and install software and hardware devices connected to the Farmington Hills network and contained with Farmington Buildings. I.T. Services shall include the Smart Cities Agreement services described in Exhibit I, which is incorporated into the I.T. Agreement.

2. Exhibit I shall read as follows:

EXHIBIT I TO I.T. SERVICES AGREEMENT

1. Demand Points. In the Smart Cities Agreement, Farmington Hills has required SiFi Networks to provide 50 Demand Points to Farmington, to enable Farmington to receive fiber optic service to these Demand Points, as long as the Smart Cities Agreement remains in effect.
2. Service Credits. When notified by Farmington, Farmington Hills shall report to SiFi service interruptions through any of the Farmington Demand Points. If the Smart Cities Agreement requires SiFi to issue a credit for a service interruption experienced by Farmington, and SiFi remits a payment to Farmington Hills for a Farmington service interruption, Farmington Hills shall provide the service interruption payment to Farmington.
3. Charges for Demand Points for Smart Cities Services. SiFi is not charging either City for the Initial Demand Points identified in the Smart Cities Agreement. In the event that Farmington requests additional Demand Points after SiFi has built out its network, the Smart Cities Agreement provides there will be a monthly recurring fee ("MRC") for the Future Demand Points as provided below.

Number of Demand Points Requested During Construction up to Substantial Completion	Future Demand Point MRC, Per Location Purchased Within 10 years (120 months) of Agreement Effective Date	Future Demand Point MRC, Per Location Purchased After 10 years (121 months) of Agreement Effective Date
1-500	\$40 MRC	\$75 MRC

The MRC above shall increase on an annual basis, regardless of the number of installed Future Demand Points, beginning on the first (1st) anniversary of the installation date of the first Future Demand Point and thereafter at a rate of 2% minimum or 5% maximum.

If Farmington requests a Future Demand Point, Farmington Hills will place the request with SiFi. When Farmington Hills receives an invoice from SiFi for the Future Demand Point, it will pay SiFi for the MRC, and it will provide the invoice to Farmington, which shall reimburse Farmington Hills for the amount billed by SiFi for a Farmington Future Demand Point.

4. Charges from SiFi for Changes to Services and New Services. The Smart Cities Agreement provides that changes to services or any new service may require a charge from SiFi. The following are considered a change to the services or a new service which may be subject to a fee under the Smart Cities Agreement:

(a) Any introduction of New Technology (a technology that did not exist as of the effective date of the Smart Cities Agreement) or new devices in the Network; the introduction of Network Elements from vendors not yet in the scope of the Agreement, or Network Elements from an existing Third-Party vendor but different from that Third Party vendor's Maintained Products;

(b) Any additional Services currently not in the Scope of the Smart Cities Agreement;

(c) Any extension or downsizing of the Network;

(d) Any new services offered;

(e) Any change to the operational or business-related processes of Farmington that involves use of SiFi's network;

(f) Any change in the deployment or location of Network Elements resulting in a significant impact on SiFi's' ability to provide the Services;

(g) Any planned maintenance extensions for which the Third-Party vendor has previously issued an End of Support/End of Life notification;

(h) Any modification of agreed or forecasted volumes of Services;

(i) Any extension of the Services outside the agreed territory.

If Farmington would like a change to services or a new service under the Smart Cities Agreement, Farmington Hills will request that SiFi indicate the amount of an additional charge for this change or new service. If Farmington decides to move forward with the change to services or new service, it will be responsible for reimbursing Farmington Hills the amount invoiced by SiFi for the change to services or new service.

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

CITY OF FARMINGTON

Dated: _____

By: _____
Sarah Bowman, Mayor

Dated: _____

By: _____
Mary Mullison, City Clerk

CITY OF FARMINGTON HILLS

Dated: _____

By: _____
Gary Mekjian, City Manager

Dated: _____

By: _____
Pam Smith, City Clerk

**Farmington City Council
Agenda Item**

Council Meeting
Date: August 15, 2022

Item Number
7C

Submitted by
Charles Eudy, Superintendent

Agenda Topic
DPW HVAC update

Proposed Motion
Move to accept revised quote for DPW HVAC Project 2019 Phase III from Diversified Heating & Cooling, increasing Phase III to \$46,190 and allowing City Administration to execute the Phase III Quote.

Background
Phase I and II of the 3-year DPW HVAC improvement project has been completed on schedule and within the proposed budget. Anticipating Phase III of the HVAC improvement project, Diversified Heating and Cooling has verified pricing and availability of components. All components are available but there have been significant cost increases. The original Phase III project expense approved by Council was \$34,927. This Phase has increased to \$46,190 due to the current market instability and supply chain disorder.

Current Funding

Water & Sewer	\$33,300
Capital Improvement Millage Fund	<u>\$33,300</u>
Available Funding including Contingency	\$66,600
Revised Phase III Quote	<u>\$46,190</u>
Balance after revised quote	\$20,410

When the HVAC Project is completed, Public Works will present City Council with a status update and a proposal to install four (4) of the salvaged unit heaters from Sundquist Pavilion in the DPW Sign Shop and Water Supply Storage room.

Materials Attached
Diversified Heating & Cooling Revised Quote for DPW 2019 Phase III



20789 PARKER STREET
FARMINGTON HILLS, MI 48336
800.680.6244
www.DiversifiedHtg.com

July 21, 2022

City of Farmington Building Department
33720 W. Nine Mile Road
Farmington, Michigan 48335

ATTN: MR. CHUCK EUDY

RE: REVISED QUOTE FOR DPW PROJECT 3019 Phase 3

Dear Sir:

Following is an update for phase 3 of project 3019 with discussions with you about cost changes from October 2020, we are pleased to present our revised proposal as specified below.

LABOR AND MATERIALS PROPOSED:

ADD VAV DAMPER SYSTEM TO EXISTING REHEAT COILS

1. Furnish labor and materials required to install 7 VAV zone control dampers at existing hot water coils, Tridium web enabled building control expansion, LCD display VAV room thermostats, and control wiring to Tridium control system.


PRICE FOR THE VAV SYSTEM \$31,372.00

2. Furnish labor and materials to repair if possible three cabinet heaters with factory authorized parts. \$ 2,400.00 Allowance
3. Furnish and install the proper sized ductwork and diffusers for the employee lunch/meeting room, the existing ductwork and diffusers are sized for 610 CFM but should be upgraded to 1600 CFM with separate zone control. \$14,818.00

Thank you for the opportunity to re-quote this project. If there are any questions, please advise.

Best regards,

DIVERSIFIED HEATING & COOLING, INC.


H. EDWARD BARTRAM
PRESIDENT

I/We agrees to pay for the above equipment and installation, the total sum of \$ _____

ACCEPTED BY: _____ DATE: _____

2022CZ1

Farmington City Council Staff Report	Council Meeting Date: August 15, 2022	Item Number 7D
Submitted by: Charles Eudy, Superintendent		
Agenda Topic: DPW & Water Booster Station Window Replacement		
Proposed Motion: Move to approve the DPW & Water Booster Station window replacement to WeatherGuard Window and allow City Administration to execute contract documents subject to any minor amendments to the final form of the City Manager’s office and the City Attorney’s office.		
Background: City Administration allocated \$7,500 (\$5,000 W&S, \$2,500 General Fund) to replace 6 windows at the Public Works office and the Water Booster Station this fiscal year. The carpeting replacement at Public Works was completed nearly \$5,000 (\$2,500 W&S, \$2,500 General Fund) under budget. Public Works Administration request to redistribute the \$5,000 from the carpet installation to the window replacement funding account. This increase will allow for all the windows to be replaced at the Public Works office and the three Water Booster Station windows to be replaced. <u>Quotes</u> WeatherGuard Window \$1,202.50 per window M&S Commercial Windows & Doors \$2,048.00 per window R. Graham Construction \$2,800.00 per window (Anderson) Public Works Administration recommends awarding the window replacement to WeatherGuard Window of Farmington in the amount of \$12,025.00. The windows will be Series 700 vinyl windows, LoE, double strength glass argon gas filled. The Water Booster Station will remain casement windows, while the Public Works office will be awning windows with screens replacing the current hopper windows without screens.		
Materials: DPW Water Booster Station Window Replacement Quote		

Name	City of Farmington			Date:	7-22-22			
Address	33720 W 9 Mile Road			Email:	ceudy@farmgov.com			
	Farmington, MI 48335			Attn:	Chuck Eudy			
Location	Style	Add ons	Color	Qty	Width	Height	Item Subtotal	Subtotal
Office	Awning	buck frame	tan	7	33	48	\$1,202.50	\$8,417.50
Shop	Casement	buck frame	tan	3	38	53	\$1,202.50	\$3,607.50
							\$0.00	\$0.00
							\$0.00	\$0.00
	Total Windows and Patio Doors:			10			Total:	\$12,025.00
Price includes Series 700 windows and patio doors, Cardinal LoE, double strength glass, argon gas, installation, taxes and permits, if necessary.								

Farmington City Council Staff Report	Council Meeting Date: August 15, 2022	Item Number 7E						
Submitted by: Charles Eudy, Superintendent								
Agenda Topic: Oakland Street Sanitary Sewer Lining								
Proposed Motion: Recommend awarding the Oakland Street Sanitary Sewer Lining Project in the amount of \$175,000 to Pipeline Management Company Incorporated of Milford Michigan, which includes 5% contingency funds, to allow the City Administration to authorize all contractual documents, and payment applications.								
Background: <p>Following the substantial number of protruding tap removals and the emergency sewer repair prior to installation of the asphalt pavement on Oakland Street last construction season. OHM recommended to consider CIPP lining the sanitary sewer.</p> <p>OHM solicited quotes from three (3) contractors OHM has reviewed the bid tabulations along with contractor work history and references. Upon City Council approval, construction will begin this construction season, and should be completed this fall.</p> <table border="0" data-bbox="113 1039 810 1144"> <tr> <td>Pipeline Management Company Inc.</td> <td>\$164,426</td> </tr> <tr> <td>SAK Construction LLC</td> <td>\$173,854</td> </tr> <tr> <td>Advanced Underground Inspection LLC</td> <td>\$181,114</td> </tr> </table> <p>This project will include CIPP lining of Oakland Street from Grand River to Gill Road. Installing the CIPP liner can be accomplished through the sewer from the sanitary structures unless the contractor experiences difficulties at the intersection of Oakland Street & Grand River. This intersection does not have a structure at the intersection of the two sanitary sewers. The CIPP lining will extend the life expectancy of the sewer 50 years and reduce the ground water infiltration and root intrusion (I/I).</p> <p>During the Oakland Street reconstruction MDOT was notified of a void under Grand River which was determined to be a failed storm sewer. MDOT was not able to schedule a contractor to conduct repairs during our construction schedule. MDOT is coordinating with their contractor to conduct open cut repairs in this location.</p> <p>OHM recommends awarding the project to Pipeline Management Company Incorporated of Milford, MI in the amount of \$175,000 which represents the contract of \$164,426 and a contingency of 5% for unforeseen issues.</p> <p>City Administration budgeted \$125,000 to complete this projected based on recommendations from engineers and contractors. Due to material availability and the construction industry workload, a cost increase is reflected in the quotes. To offset the difference, Public Works would reduce the total number of replacement water meters purchased this fiscal year to have sufficient funding to CIP line this sewer.</p>			Pipeline Management Company Inc.	\$164,426	SAK Construction LLC	\$173,854	Advanced Underground Inspection LLC	\$181,114
Pipeline Management Company Inc.	\$164,426							
SAK Construction LLC	\$173,854							
Advanced Underground Inspection LLC	\$181,114							
Materials: Letter of recommendation of award & Quotes								



July 20, 2022

Mr. Chuck Eudy
Public Works Superintendent
City of Farmington
23600 Liberty Street
Farmington, MI 48335

Regarding: Recommendation of Award – Oakland Street CIPP Lining

Quotes from three (3) capable area contractors were obtained for performing Cured-In-Place-Pipe (CIPP) lining on the Oakland Street sanitary sewer from Gill Road to Grand River Avenue. The list of contractors and their total bid amounts are included in the table below.

Contractor Name	Bid Amount
Pipeline Management Co., Inc.	\$164,426.00
SAK Construction, LLC	\$173,854.00
Advanced Underground Inspection, LLC	\$181,114.00

The project scope consists of approximately 1,995-feet of CIPP lining of the sanitary sewer underneath Oakland Street between Gill and Grand River.

Pipeline Management Co., Inc., located at 2673 E. Maple Road in Milford, MI, is the low bidder. OHM Advisors has had favorable past-experience working with this Contractor on previous projects. Pipeline Management has performed work in the City multiple times while most recently conducting sewer televising on the Oakland Street sanitary sewer as part of the road reconstruction job there. This work has already given them a familiarity with the existing pipe underneath Oakland Street giving us more confidence in their abilities to complete this job.

Based on the above evaluation, we recommend award of the Oakland Street CIPP Lining project to Pipeline Management Co., Inc. in the not to exceed amount of \$173,000.00, which includes an approximate contingency budget just over 5% to help cover unforeseen issues.

We look forward to continuing to provide our professional services on this project through the construction phase of work. If you have any questions, please do not hesitate to reach out.

Sincerely,
OHM Advisors

Matthew D. Parks, P.E.

Austin Downie

Enclosure: Quotes
cc: David Murphy, City Manager
File

P:\0101_0125\0111200090_Oakland_St_Reconstruct_&_WM_Civil\Sanitary Sewer\2022 Lining (Post Construction Completion)\0111-21-0090_Recommendation of Award.docx



38657 Webb Dr Westland MI 48185

June 13, 2022

PROPOSAL
OAKLAND STREET CIPP

Matt Parks
OHM

Dear Matt,

Advanced Underground Inspection, LLC (AUI) will provide all necessary labor, equipment and materials to perform Scope of Work for line items priced on attached Proposal form per Plans and Specs reviewed to date. AUI's pricing does not include the following:

- By-pass pumping if required
- Major Traffic Control-other than truck mounted lights & cones
- Liquidating damages
- Water source
- Permits or bonds
- Testing or inspection Fee

Manhole lining does not include – casting adjustments or step replacement
Application truck requires access within 50' of manhole provided
AUI's employees are all Confined Space Trained and comply with all OSHA requirements.
All CCTV Tech's are PACP Trained and Certified, along with lining applicators
AUI is a DBE/MBE/WBE certified Company and if any documentation required, please email or call me.



No.	Description	Est QTY	Unit	Price	Total
1.	Mobilization/Demobilization	1	LS	\$10,000.00	\$10,000.00
2.	8" CIPP	402	LF	\$58.00	\$23,316.00
3.	12" CIPP	1263	LF	\$76.00	\$95,980.00
4.	18" CIPP	330	LF	\$157.00	\$51,810.00
				TOTAL	\$181,114.00

*WATER AND DISPOSAL TO BE PROVIDED BY CITY

* *CIPP PRICE INCLUDES CLEANING AND PRE/POST CCTV

Assumptions and Conditions

- ALL HOURLY RATES ARE AT A 4 HOUR MINIMUM- PORT TO PORT
- AUI has made the following assumptions in developing this Proposal:
- Offer presented herein is valid for 30 days from the date of this Proposal;
- Prices are based on weekday and non-holiday rates
- AUI terms are **Net 30 Days -EXCEPT:**
All new clients must pay in advanced by credit card or check
- In case of litigation between the parties for nonpayment, customer agrees to pay reasonable attorney fees of Advanced Underground Inspection LLC;
- In the progress of our services, should we encounter any structural failures or defects (i.e. broken, collapsed, or damaged sewers, manholes or other drainage structures), such will be reported to the purchaser, but under no circumstances is AUI responsible for any corrections or repairs under this agreement;
- Customer is responsible for loss of service equipment caused by the pre-existing condition at the jobsite.

If you have any questions, please feel free to contact me. Thank you for considering Advanced Underground Inspection, LLC.

Sincerely,

Steve Johnson GM

AUI appreciates the opportunity of providing this Proposal. **If you wish to accept this Proposal, please indicate your acceptance, subject to the terms and conditions stated, with an authorized signature in the space provided before any work can be scheduled.** Please return via email or FAX to 734.721.0082.

PROPOSAL ACCEPTANCE:

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____



PIPELINE MANAGEMENT CO., INC.

Michigan Department of Transportation Prequalified Contractor
Pipeline Inspection, Maintenance, Repair and Rehabilitation

QUOTATION

To: City of Farmington
Attn: Mr. David Murphy
23600 Liberty Street
Farmington, MI 48150

Date: 6/10/2022
Expiration Date: 30 Days From Submittal Date
Project Name: Oakland CIPP
Payment Terms: Net 30-1.5% Int. Per Month Thereafter

PIPELINE MANAGEMENT COMPANY, INC. (hereinafter Contractor or Pipeline) proposes to perform the work identified in Section 1 in accordance with the Project's Contract Documents or Owner's reasonable written direction when no plans are provided.

Section 1. SCOPE OF WORK/ASSUMPTIONS/PRICING. Upon notification by Owner, Contractor agrees to provide all work necessary to complete the project as more particularly described below:

No.	Description	Est. Qty.	Unit Price	Extension
1.	Mobilization/Demobilization	1 - LS	\$8,540.00	\$8,540.00
2.	8" CIPP	402 - LF	\$54.00	\$21,708.00
3.	12" CIPP	1263 - LF	\$66.00	\$83,358.00
4.	18" CIPP	330- LF	\$154.00	\$50,820.00
				\$164,426.00

Project Specific Notes

1. Pipeline Management Company will prep for lining, pre-CCTV, and CIPP line from manhole-to-manhole sanitary sewer segments per NASSCO standard practices on Oakland Street from Gill to Grand River. CIPP price includes all pre-cleaning and the transition liner from 8" to 12" on Oakland.
2. There will be no bond, inspection, permit, or disposal fees. Water will be available at hydrants adjacent to work areas throughout the City of Farmington at no cost to PMC.
3. Vactor debris will be disposed of @ the City of Farmington treatment facility.

Section 2. STANDARD INCLUSIONS AND EXCLUSIONS. This Agreement includes the following standard proposal inclusions and exclusions.

Proposal Inclusions:

1. Certificate of Insurance not including Primary or Non-Contributory Coverage.
2. Final deliverables including PDF CCTV reports, CCTV videos, and a file database named after the unique pipe identifier for each pipe segment inspected.
3. Cleaning to be performed with a Jetter/Vac using industry standard nozzles.
4. Cutting, if authorized, will be performed with industry standard hydro nozzle, carbide root blade, and/or chain knockers.

Proposal Exclusions:

1. Please see project specific notes for any exclusions.

Section 3. TERMS AND CONDITIONS. This Agreement is contingent upon the following terms and conditions:

a. ARBITRATION. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration. If the arbitrator determines that a party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. The arbitration hearing shall take place in Michigan before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof

b. Limits of Liability. In consideration of Pipeline's agreement to maintain no less than \$3,000,000 of comprehensive general liability Contractor's liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold Pipeline harmless from any third-party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

c. LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY, WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

d. MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

e. UNIT PRICES APPLY. Quantities are unknown. Attached T&M prices apply for actual invoice and payment.

f. INVOICING and PAYMENT. Payments are due at net within thirty days of invoice. Final payment is due within thirty days of invoice date. Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.

g. Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of Contractor.

THIS AGREEMENT IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL ON OWNER'S ACCEPTANCE OF THE TERMS OF THE AGREEMENT AS WELL AS SECTION 2 STANDARD INCLUSIONS AND EXCLUSIONS AND SECTION 3 TERMS AND CONDITIONS. CONTRACTOR OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

CONTRACTOR:

OWNER:

Pipeline Management Company, Inc.

City of Farmington

By: _____

By: _____

Print Name, Title & Date

Print Name, Title & Date

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document, it shall not be acknowledged without this accepted proposal as an attachment.

July 18, 2022

Mr. Matt Parks, PE
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150

Re: City of Farmington
Oakland Street CIPP Lining
SAK Proposal

SAK Construction, LLC is pleased to offer the following quotation for 8-inch, 12-inch and 18-inch CIPP installation per ASTM F-1216 utilizing standard resin for the City of Farmington, MI. Additional scope details are provided below.

City of Farmington 18-Jul-22 Oakland Street CIPP					
Item #	Item Description	Unit	Qty	Unit Price	Total Price
1	Mobilization	LS	1	\$ 12,500.00	\$ 12,500.00
2	8" CIPP	LF	468	\$ 55.00	\$ 25,740.00
3	12" CIPP	LF	1213	\$ 68.00	\$ 82,484.00
4	18" CIPP	LF	330	\$ 161.00	\$ 53,130.00
				Total	\$ 173,854.00

SCOPE DETAIL



US Node	DS Node	Diam	Length	Active Taps	Notes
1	2	8	401	8	
2	3	8	67	1	Transition
2	3	12	191	10	Transition
3	4	12	254	5	
4A	4	12	2	0	
4	5	12	242	6	
5	6	12	249	13	
6	7	12	251	7	
7	8	12	24	1	
8	9	18	330	0	

PROPOSED SUBCONTRACTORS:

- None

ASSUMPTIONS AND SPECIAL NOTES:

- All SAK work to be performed by Union Laborers.
- Pipeline Management Company will prep for lining, pre-CCTV, cut protruding taps, and debris disposal.
- All manholes noted and numbered MH1 through MH9 are accessible by standard CIPP equipment package and suitable for CIPP install.
- It is anticipated this work to be completed Q3-2022. If work is delayed beyond Q3-2022, due to market volatility affecting resin pricing, SAK will provide revised pricing for CIPP installation.
- Pricing valid through 9/30/22.

INCLUSIONS:

- CIPP installation, curing, and end cutting per ASTM F-1216 latest revision with standard polyester resin.
- CCTV acceptance inspection of the lined pipe.
- Live service connection reinstatements confirmed by Owner. Only capped services will not be reinstated.
- Traffic control for CIPP lining, cones only.
- Price includes one mobilization and demobilization.
- Standard one-year construction warranty.
- Bypass pumping for CIPP.
- Hydrophilic end seals for CIPP scope.

EXCLUSIONS:

- Any special insurance required, i.e., railroad protective insurance.
- Pipeline cleaning, measuring of pipe and diameter, televising, and service connection identification via CCTV.

- Hydrophilic end seals.
- Performance and Payment Bonds (Add 1.5% if bonding is needed).
- Access into the site. We will need access for our equipment.
- Grouting of voids in pipe (if any) necessary for CIPP Lining.
- Grouting of pipe joints, laterals, etc. or installation of pre-liner to control infiltration.
- Dye testing and/or lateral launching to verify status of laterals.
- Lateral grouting, lateral lining, and/or lateral cleaning or CCTV inspection.
- Air testing or exfiltration testing of CIPP lined segments, if required.
- Traffic control plans, if necessary.
- Point repairs.
- Permits and/or local licenses.

NOTE:

Lining material specifications include use of polyester resin designed to ASTM 1216 most current edition.

This proposal assumes that the pipe can be lined without excavation (point repairs excluded). In the event that after pre-cleaning/CCTV inspection an obstruction is found that will impede the lining, the necessary repair(s), cleaning/CCTV pre and post repair, and additional mobilization (if necessary) may be negotiated with the Prime Contractor/Owner.

This proposal and its unit prices assume that the lengths of each pipe segments provided are accurate. Final billing will be based on actual footage installed.

PAYMENT TERMS:

- Net 30 days after receipt of an invoice, partial monthly payments may be requested.
- Final Payment in full within 30 days of completion of SAK work.

Thank you for the opportunity to quote on this project. Please call if you have any questions.

Sincerely,
SAK Construction, LLC



Anthony A. Aderhold, PE
Business Development Leader

Accepted By: _____
On behalf of City of Farmington

Date: _____

CC: Tim Bussen – GM Central Region, SAK Construction, LLC

Farmington City Council Agenda Item	Date: August 15, 2022	Item Number 7F
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Submitted by: David M. Murphy, City Manager

Agenda Topic: Consideration to approve Second Amendment to Purchase and Develop Property (Maxfield Training Center)

Proposed Motion: Approve Second Amendment to Purchase and Develop Property, subject to any final non-substantive revisions by the City Manager and City Attorney.

Background: The City entered into a purchase agreement with Robertson Brothers for development of the former Maxfield Training Center property for residential homes. The Agreement was effective August 31, 2021 and contains various dates for Robertson to submit materials for the necessary development approvals for it to have a fully approved PUD Development at the time of closing the sale of the property. The outside date for that was set in the agreement at one year from the effective date, or August 31, 2022.

In December 2021, the parties agreed to extend the Inspection Period by 120 days. The parties did not at that time also extend the outside closing date for a similar period of time.

Robertson submitted its PUD Application last month, and the City is in the process of doing its reviews. It is obvious that the development will not be approved by the City and all outside approvals also received by the end of this month, so an extension would be required for the transaction to continue. An issue for discussion is the length of the extension. Robertson has asked that the Closing Date be set at no later than 60 days after March 24, 2022. That date is arrived at by calculating the maximum amount of time that the developer has to receive all of its development approvals for the project—that is, if the developer took advantage of all of the time allotted to submit permit applications and get development reviews and approvals for the entire project). A version of an amendment reflecting this request by Robertson is attached.

It has been suggested that the Closing Date could perhaps be extended 120 days—commensurate with the original extension of the Inspection Period. That would calculate out to December 29, 2022. It is questionable whether the developer could complete all of the development approvals within that time frame, however.

Materials Attached: Purchase Agreement dated August 31, 2021, and First Amendment thereto.

Agenda Review			
Department Head	Finance/Treasurer	City Attorney	City Manager

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

AGREEMENT TO PURCHASE AND DEVELOP PROPERTY

**MAXFIELD TRAINING CENTER PARCEL
AND
GRAND RIVER/THOMAS STREET PARCEL**

THIS AGREEMENT TO PURCHASE AND DEVELOP PROPERTY ("**Agreement**") is made as of the Effective Date (defined below), by and between the **CITY OF FARMINGTON**, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI 48335 ("**Seller**"), and Robertson Brothers Co., a Michigan corporation whose address is 6905 Telegraph Road Suite 200, Bloomfield Hills, MI 48301, on behalf of a future limited liability company ("**Purchaser**"). Seller and Purchaser are referred to individually as "**Party**" or collectively as the "**Parties**."

RECITALS:

A. Seller owns certain real property located in the City of Farmington, commonly known as 33000 Thomas Street (Parcel Nos. 23-27-152-017 and 23-27-152-019) located in the City's downtown north of Grand River Avenue and east of Farmington Road (the "**MTC Parcel**"), currently improved with an unoccupied former school building that was purchased by Seller in 2020, and described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.

B. Seller also owns certain real property located in the City of Farmington comprising two separate parcels of land, commonly known as 33104 Grand River and 33107 Thomas Street, (Parcel Nos. 23-27-154-008 and 23-27-154-004 respectively), currently improved with single-family residential structures, one of which is occupied for commercial use the other vacant, located across Thomas Street from the MTC Parcel ("**Grand River/Thomas Street Parcel**") described and/or depicted on **Exhibit A** and attached hereto and incorporated herein by reference.

Together the MTC Parcel and the Grand River/Thomas Street Parcel are referred to in this Agreement as the "**Property**."

C. The Property is zoned Commercial Business District (CBD).

D. Purchaser desires to acquire the Property with the intent and purpose of undertaking a residential development of for sale attached single-family units and related public improvements and amenities that both Parties believe may contribute to the redevelopment and economic revitalization of the downtown area of Farmington, following the demolition of buildings on the

Property and the environmental remediation of the site to allow for unrestricted residential use (the foregoing collectively being referred to in this Agreement as the "**Intended Use**" or the "**Project**," with additional description throughout this Agreement). Purchaser has represented to Seller that it has the qualifications and financial ability to develop the land in accordance with this Agreement. More specifically, Purchaser has prepared a submission in response to Seller's Request for Qualifications (RFQ) and has responded to further requests for information and clarifications that outline a development process, including a Concept Plan and financing approach for developing the Property, all of which Seller has reviewed and considered prior to determining to enter into this Agreement with Purchaser.

E. Seller believes that the development of the Property pursuant to this Agreement and the fulfillment generally of this Agreement, including the use of the PUD process to determine if Purchaser's proposed development of the Property, are in the best interests of the City of Farmington and the health, safety, and welfare of its residents.

F. This Agreement is intended by the Parties to result in a transfer of the Property to the Purchaser, contingent upon discretionary development approvals and other conditions, that will result in:

- (i) properly-completed demolition and asbestos abatement by Purchaser of the buildings located on the Property;
- (ii) environmental remediation by Purchaser of any and all subsurface contamination currently located on the Property to a level of unrestricted residential use criteria;
- (iii) public amenities as defined herein to facilitate access from Grand River Avenue through the Property to Shiawassee Park, including a pass-through for pedestrian access, parking improvements, and other improvements to be determined at the time of Development Approval;
- (iv) infrastructure improvements as defined herein to improve Thomas Street and the area surrounding the Property generally; and
- (v) redevelopment of the Property into a coordinated, harmonious residential development of for sale attached single-family units making use of exemplary architecture and site design as part of the development process that must be acceptable to the Seller.

It is the Parties' intention that the redevelopment of the Property will be accomplished only through approval of a Planned Unit Development (PUD) and related PUD Agreement, the terms and conditions of which must be mutually agreed to by the Parties and will become effective contemporaneous with the Closing on the sale of the Property. The PUD shall include provision for public improvements and public amenities connecting Grand River Avenue to Shiawassee Park through the Grand River/Thomas Street Parcel. Seller makes no representation as to whether the PUD will be approved and reserves all rights as to that determination.

With regard to the asbestos abatement, demolition, and environmental remediation of the Property, it is the Parties' intention that Purchaser will use Tax Increment Financing (TIF) funding that will accomplish any such work through the implementation of a Brownfield Plan approved by the Brownfield Redevelopment Authority (BRA) of the City of Farmington and/or Oakland County as provided by law, the terms and conditions of which must be mutually agreed to by the Parties. If mutually agreed to by the Parties, the Parties will work with the State of Michigan to secure approval for the use of state school tax increment revenues under a completed Act 381 Work

Plan(s) to assist with the TIF funding toward the asbestos abatement, demolition, and environmental remediation; provided that, if Purchaser works in good faith to secure such state funding and it is denied, funding through the local (City or County) BRA will be pursued. The Parties similarly intend for Purchaser to use Tax Increment Financing (TIF) funding for infrastructure improvements and public amenities through its Downtown Development Authority (DDA), subject to approval by the DDA, and further subject to mutual agreement of the Parties.

G. Seller has agreed to sell and Purchaser has agreed to purchase the Property subject to and upon the terms, conditions, covenants, and restrictions of this Agreement. Purchaser has agreed that, because Seller secured ownership of the Property for the express purpose of facilitating and accomplishing a residential development and a pedestrian connection from Grand River to Shiawassee park, in a form and manner approved by Seller, this Agreement will include deed restrictions intended to guarantee the initial development of the Property consistent with that intention by Seller.

The Parties also understand that the infrastructure improvements and public amenities to be constructed on the Grand River/Thomas Street Parcel will be owned by Seller (or its DDA), and that it is the Parties' intention that, at such time as these improvements have been completed, the Grand River/Thomas Street Parcel will be re-conveyed to Seller (or Seller's DDA), free of any liens or encumbrances.

AGREEMENT:

NOW, THEREFORE, for the consideration of the terms, covenants, and conditions set forth in this Agreement, Seller and Purchaser agree as follows:

1. Definitions. In addition to the words and phrases in quotations and as defined above and elsewhere in this Agreement, the following words and phrases are hereby defined for use in the provisions of this Agreement:

(a) "Closing": The meeting of Purchaser and Seller at which the conveyance of the Property to Purchaser for the Purchase Price shall be consummated as provided in this Agreement.

(b) "Closing Date": Sixty (60) days after satisfaction of the Conditions to Closing. Notwithstanding any other date(s) set forth in this Agreement, in the event all Conditions to Closing set forth in Section 7 are not satisfied or waived within one (1) year following the Effective Date, then, if the Parties have not terminated the Agreement in accordance with the terms and conditions hereof, this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated, unless the Seller and Purchaser stipulate in writing to extend the Closing to a date certain, in which case the date specified in that written stipulation shall be the Closing Date.

(c) "Conditions to Closing": The conditions precedent to the Parties' obligations to purchase and sell the Property, which are all of the conditions set forth in Section 7 below.

(d) "Deposit": An earnest money deposit by Purchaser in the amount of Fifty Thousand Dollars and 00/100 (\$50,000.00).

(e) **"Effective Date"**: The date on which the last Party has signed this Agreement.

(f) **"Infrastructure Improvements"**: Infrastructure that is located within public right-of-ways or easements, consisting generally of public and private physical structures, such as, but not limited to, streets, pedestrian and bike trails/connectors, water, sanitary, storm, electric, gas, telecommunications (including internet connectivity and fiber/broadband access), and landscaping.

(g) **"Inspection Period"**: One Hundred and Twenty (120) days following the Effective Date unless extended in writing by the Parties.

(h) **"Permitted Exceptions"**: (i) The encumbrances or exceptions shown in the Title Commitment or Survey that are (1) not objected to by Purchaser as provided in Section 4; (2) objected to by Purchaser but cured by Seller as provided in Section 4; or (3) objected to by Purchaser, not cured by Seller, but then are waived by Purchaser as provided in Section 4; and also (ii) the lien for property taxes not yet due and payable as of the Closing.

(i) **"Public Amenities"**: Areas defined as resources or facilities that are publicly owned, maintained, and operated for public use and/or are services provided to the public, such as, but not limited, to seating areas, streetscape enhancements, lighting, trash receptacles, signage, connectors, crosswalks, bumpouts, and landscaping.

(j) **"Purchase Price"**: For the MTC Parcel, Seven Hundred and Fifty Thousand Dollars and 00/100 (\$750,000.00). For the Grand River/Thomas Street Parcel, Five Hundred Thousand Dollars and 00/100 (\$500,000.00)

(k) **"Purchaser's Attorney"**: C. Kim Shierk, 380 N. Old Woodward, Suite 300, Birmingham, MI 48009-5322, or such other attorney designated by Purchaser in writing to Seller.

(l) **"Seller's Attorney"**: Rosati Schultz Joppich & Amtsbuechler, PC, Attn. Thomas R. Schultz, Esq., 27555 Executive Drive, Ste. 250, Farmington Hills, MI 48331, (248) 489-4100, or such other attorney designated by Seller in writing to Purchaser.

(m) **"Title Commitment"**: A commitment for an ALTA owner's policy of title insurance issued by the Title Company in an amount not less than the Purchase Price bearing a date later than the Effective Date committing the Title Company to insure Purchaser as the fee simple owner of the Property by the issuance of the owner's policy ("**Title Policy**") at Closing.

(n) **"Title Company"**: First American Title Insurance Company.

2. Sale and Conveyance with Restrictions. On and subject to the terms, conditions, covenants, and restrictions of this Agreement, Seller agrees to sell the Property, together with all buildings and improvements thereon, and any easements, rights, and interests appurtenant thereto, including any water or mineral rights, and all land division rights to Purchaser, but not including any rights or interests of any kind that Seller has or holds, or to which it is entitled, by virtue of its status as the municipal corporation of the City of Farmington, and Purchaser agrees to purchase the Property from Seller for the Purchase Price.

3. Deposit. Within three (3) business days after the Effective Date, Purchaser shall deliver the Deposit to the Title Company. The Deposit shall be held by the Title Company in escrow in strict accordance with the terms of this Agreement. The Deposit shall be refundable as provided in this Agreement. The entire Deposit shall be applied to the Purchase Price at Closing.

(a) Escrow Instructions. Purchaser and Seller shall each promptly deposit a copy of this Agreement executed by such Party (or either of them shall deposit a copy executed by both Purchaser and Seller) with the Title Company, and, upon receipt of the Deposit from Purchaser, the Title Company shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the Parties shall provide to the Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of the Title Company hereunder are not acceptable to the Title Company, or if the Title Company requires additional instructions, the Parties hereto agree to make such deletions, substitutions, and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise agreed by the Parties.

4. Title and Survey Conditions.

(a) Title Commitment. As evidence of title to the Property, Seller shall furnish to Purchaser, at Seller's expense, within fourteen (14) days after the Effective Date, the Title Commitment. The Title Commitment shall be delivered to Purchaser together with copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. The Title Commitment shall evidence fee simple title to the Property in Purchaser, subject only to the Permitted Exceptions, and shall include the coverages and the endorsements required by Purchaser.

(b) Survey. Within sixty (60) days after Purchaser's receipt of the Title Commitment, Purchaser shall have the right to complete, at its own expense, a Survey of the Property in accordance with Purchaser's survey requirements.

(c) Title and Survey Objections. Purchaser shall have ten (10) days after the date on which Purchaser receives the Title Commitment within which to notify Seller ("**Notice of Title Objections**") of any objections it has to the Title Commitment for the Property ("**Title Objections**") and ten (10) days after the date on which Purchaser receives the Survey within which to notify Seller ("**Notice of Survey Objections**") of any objections it has to the Survey ("**Survey Objections**"). If Purchaser fails to timely deliver the Notice of Title Objections or the Notice of Survey Objections, Purchaser shall be deemed to have waived such right to object to any matters in the Title Commitment or the Survey, respectively, and all such matters shall constitute Permitted Exceptions as provided herein. Except as otherwise permitted herein, Seller shall have thirty (30) days from the date of such Notice of Title Objections or Notice of Survey Objections, respectively, to cure such Objections ("**Cure Period**"). Affirmative title insurance over a Title Objection shall be deemed a cure for such Title Objection. With respect to any Title Objections or Survey Objections of which Seller is timely notified and which Seller does not cure and provide Purchaser with proof of such cure within the Cure Period, Purchaser thereafter may either (i) waive its uncured Title Objections or Survey Objections and accept title subject to such remaining Title Objections and/or Survey Objections and proceed under this Agreement, or (ii) terminate this Agreement with a written notice delivered to Seller at any time prior to the expiration of the Inspection Period, whereupon the Deposit shall be promptly returned to

Purchaser as its sole and exclusive remedy and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated.

5. Entry; Purchaser's Right of Inspection. During the Inspection Period, and subject to the limitations herein, Purchaser and its representatives, consultants, and contractors shall have the right and license to enter upon the Property to undertake such activities thereon as Purchaser deems reasonably necessary or appropriate, in Purchaser's sole discretion, to enable Purchaser to investigate the condition of the Property and otherwise to satisfy itself with respect to the Conditions, including the feasibility of any of the Intended Use. Without limiting the generality of the foregoing, Purchaser shall have the right to conduct physical inspections, geotechnical testing, soils investigation, and environmental assessments of the Property, including the procurement and analysis of samples of soil, groundwater, bottomlands, surface water or any other environmental medium and any other inspections and testing deemed necessary or appropriate by Purchaser, in its sole discretion. If Purchaser's inspections or assessments cause damage to the Property, and Purchaser fails to close, Purchaser shall, at its sole expense, restore the Property to substantially the same condition that existed prior to the entry onto the Property by Purchaser or its representatives. Purchaser shall give reasonable notice of any intended entry onto the Property. No entry into any building on the Property shall be permitted without 48 hours' notice to Seller. A representative of Seller must accompany Purchaser and/or its agents in any inspection of a building, and Seller agrees to make a representative available at the time of entry requested by Purchaser during normal business hours. No invasive or damaging activities may occur as part of any inspection of a building on the Property except with the express authorization of Seller's representative.

Purchaser shall indemnify and hold harmless Seller against any and all claims, damages, liabilities, and expenses, including but not limited to reasonable attorneys' fees, incurred by or asserted against the City which arise out of or are related to any of Purchaser's activities under this Section. The provisions of this Section shall survive Closing of this transaction.

In the event Purchaser desires to terminate this Agreement for any reason during the Inspection Period, then Purchaser may do so upon written notice to Seller delivered not later than the expiration of the Inspection Period, the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated. In the event Purchaser fails to timely deliver such termination notice to Seller, then Purchaser waives its right to terminate this Agreement pursuant to this Section 5.

6. Environmental Disclosure; Waiver; Release. Seller has advised Purchaser and Purchaser acknowledges that parts of the MTC Parcel contain hazardous materials in excess of the residential clean-up criteria and the MTC Parcel is therefore a "facility" under applicable Environmental Protection Laws. Seller, in connection with its acquisition of the MTC Parcel, had a Baseline Environmental Assessment ("**BEA**") undertaken at Seller's expense. A copy of the Seller's BEA has been provided to Purchaser, as have the related Phase I and Phase II Environmental Site Assessments obtained by Seller for the MTC Parcel.

Seller makes no other representations with regard to the environmental condition of the Property, and specifically with respect to the Grand River/Thomas Street Parcel, and expressly disclaims any warranties, covenants, or guarantees, whether express or implied, regarding the environmental condition of the Property.

(1) Disclaimer and Release. The Closing of the transaction contemplated by this Agreement shall constitute Purchaser's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects" basis, regardless of how such faults and defects were caused or created (by the negligence, actions, omissions, or fault of Seller or otherwise), and Purchaser acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind regarding any of the Property.

Seller is expressly released by Purchaser and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Purchaser known and unknown, whether based on negligence, strict liability, or otherwise, arising under Environmental Protection Laws, common law, or any other legal requirement, including any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Purchaser or its successors or assigns may have against Seller, based in whole or in part on the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the Environmental Condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions, or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Purchaser further acknowledges that the provisions of this disclaimer have been fully explained to Purchaser and that it fully understands and accepts the same as a condition to proceeding with this transaction. Purchaser acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this section. In entering into and performing this Agreement, Purchaser has relied, and will rely, solely on its independent investigation of and judgment regarding the Property and its value.

(2) Indemnification of Seller by Purchaser. From and after Closing, to the fullest extent permitted by law, Purchaser agrees to indemnify and hold harmless Seller and its elected and appointed officials, employees, and agents from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorney fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to property or the environment relating or pertaining to any Environmental Condition in, on, or emanating from the Property, or any Environmental Claim, regardless of whether such Environmental Condition or Environmental Claim arises or is asserted pre-closing or post-closing, and/or arising after Closing from Purchaser's possession, use, or operation of the Property, regardless of whether such injuries/death/damage are caused by or arise from a third party's negligence, actions, or omissions.

(3) Survives Closing. The provisions of this Section 6 shall survive closing.

For purposes of this Agreement, the following terms shall be defined as follows:

(i) **"Environmental Condition"** means any condition or conditions affecting or relating to the existing building on the property, air, soil, groundwater, or surface water at or about the Property and any failure to comply with governmental requirements, including Environmental Protection Laws, relating to such condition or conditions, which could or

does require remediation, including abatement, investigation, containment, or removal and/or which could result in Environmental Claim(s).

(ii) **"Environmental Claim(s)"** means all claims, causes of action, liabilities, damages, losses, costs, or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release, or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as any and all claims by third parties and by governmental or quasigovernmental entities no matter how such claims arise.

(iii) **"Environmental Protection Laws"** mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations of the United States, of any state or local government, or of any other governmental or quasigovernmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation, or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules, and regulations serving any similar or related purpose.

7. Conditions to Closing. Purchaser's obligation to close and purchase the Property, and Seller's obligations to close and sell the Property are expressly conditioned upon the satisfaction of these Conditions to Closing.

(a) **Financing Condition.** Purchaser shall be responsible for securing financing for the acquisition and development of the Property for the Intended Use, including the Infrastructure Improvements, Public Amenities, environmental remediation, and home construction, subject to the terms and conditions in the Agreement. Within thirty (30) days of the Effective Date of this Agreement, Purchaser shall prepare and submit to the Seller a plan for the financing of the Intended Use that identifies all of Purchaser's sources and uses of funds and evidences the Purchaser's ability to fully construct the Intended Use, which can include equity, bank financing, grants, and assistance by others (including Seller, on terms and conditions acceptable to it) through financial incentives as described herein.

(b) **Financial Incentives Condition.** The Parties acknowledge and agree that Purchaser intends to seek certain financial incentives to assist with the total cost relating to the conditions of the Purchaser's Property requiring asbestos abatement, demolition, environmental activities, and certain infrastructure improvements and/or public amenities (the **"Financial Incentives"**). The Financial Incentives are anticipated to include TIF funding or other funding opportunities to assist in recovering the costs of asbestos abatement, demolition, environmental activities, infrastructure improvements and/or public amenities. The TIF funding, at a minimum, will include:

- (i) **Brownfield Approvals.** Pursuant to the terms of the Brownfield Redevelopment Financing Act, 1996 PA 381 (the "Brownfield Act"), Purchaser's obligation to purchase any or all of the Property is subject to and contingent upon (i) Purchaser's satisfaction that the Property can be feasibly and economically used for the intended uses with any asbestos abatement, demolition, and environmental activities deemed necessary by Purchaser to achieve unrestricted residential use criteria, in its discretion, and (ii) adoption of Purchaser's submitted Brownfield Plan by the applicable local governing bodies, and any Act 381 Work Plan approval(s) by the applicable State of Michigan agencies (collectively, the "**Brownfield Approvals**"), with any modifications or conditions acceptable to Purchaser in its discretion, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies at the local or state levels.
- (ii) **DDA Approvals.** Pursuant to the terms of the Re-codified Tax Increment Financing Act, 2018 PA 67 (the "TIF Act"), Purchaser's obligation to purchase any or all of the Property is subject to and contingent upon Purchaser securing approvals from the appropriate regulatory authorities, including, but not limited to, the City Council and the DDA, of TIF financing for the Public Amenities and certain Infrastructure Improvements (the "**DDA Approvals**").

Seller makes no representation in this Agreement that the Brownfield Plan, Act 381 Work Plan, or DDA TIF Financing will be approved. Seller acknowledges that if the state school tax revenues are not included in the Act 381 Plan, Purchaser may seek additional funding from the City or County BRA, as applicable, as well as interest as a part of its Brownfield Approvals and DDA Approvals. Notwithstanding anything else in this Agreement, however, Seller retains all its right and discretion under applicable laws and ordinances to approve, reject, or approve with conditions any proposed Brownfield Plan, Act 381 Work Plan, or DDA TIF Plans, and this Agreement does not limit or waive its review and approval authority in connection with those plans in any way. Seller's approval, or State of Michigan's approval, of the proposed Brownfield Plan, Act 381 Work Plan, or DDA TIF Plans is not guaranteed. Seller's failure, or State of Michigan's failure, to approve the proposed Brownfield Plan, Act 381 Work Plan, or DDA TIF Plans, or related plans shall not constitute a default or breach for the purposes of this Agreement.

(c) **Development Approval Condition.** In accordance with the schedule in subsection (d) below, Purchaser shall submit a complete application for approval of a Planned Unit Development ("**PUD**") pursuant to Article 10 of the City's Zoning Ordinance ("**Zoning Ordinance**") to develop and construct the Intended Use on the Property that complies with the Zoning Ordinance requirements for a PUD Plan and that contains all plans, maps, elevations, details, and information required by the Zoning Ordinance and other applicable ordinances of the City ("**PUD Approval**"). Following submittal of such application, Purchaser shall supplement its application materials as necessary to address issues, if any, raised by the City of Farmington Planning Commission and City Council upon review. Purchaser shall diligently pursue PUD Plan Approval. The PUD Agreement shall provide that the Property shall be developed in accordance with its provisions and the PUD Plan and Agreement, that the PUD Approval and PUD Agreement are binding on Purchaser and its successors and assigns, and that the PUD Agreement shall be recorded at the Oakland County Register of Deeds and run with the land.

In order to induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that the PUD application and related plans and other documents submitted by Purchaser will seek approval of the Intended Use only in accordance with the following:

- (i) For Sale Single-Family Attached Use of the MTC Parcel.** Purchaser's application for PUD approval and thereafter all other development documents shall seek approval of a use on the MTC Parcel that is exclusively for-sale attached single-family units, together with all required site improvements therefor, and also include public improvements for access to and connection with Shiawassee Park and public amenities all throughout the Parcel. The parties acknowledge that Purchaser submitted a preliminary conceptual plan and development proposal (the "Concept Plan") as part of its response to Seller's RFQ. The Parties agree that the Concept Plan is only an illustration of potential development and the Purchaser's PUD application may differ from the Concept Plan. However, the Parties further acknowledge and agree that the Seller took the Concept Plan, and also the additional information and materials submitted by Purchaser throughout the RFQ review and response process, into consideration in determining to enter into this Agreement. Because the Property is located in a very prominent part of the City, in its Downtown area, the look and feel of any proposed development is of paramount importance to Seller. The City of Farmington, as the seller of the Property and as the regulatory authority responsible for approving any development of the Property, will require the submission of detailed plans showing a high quality of architectural design, building elevations, building materials, and site layout as part of the PUD approval process. By entering into this Agreement, Purchaser acknowledges the expectation of Seller for the development to meet these high standards.
- (ii) Public Use of the Grand River/Thomas Street Parcel; Re-Conveyance upon Completion.** Purchaser's application for PUD approval shall include public pedestrian pass-through and possible parking improvements for the Grand River/Thomas Parcel, and park-like amenities throughout the entire Parcel. It is the Parties' intention that, while the Grand River/Thomas Street Parcel will be improved by Purchaser with various public improvements and amenities, it will initially be conveyed to Purchaser along with the MTC Parcel, and once the required and approved improvements are made as required by the PUD, the Grand River/Thomas Street parcel will be reconveyed to the City, together with the completed improvements thereon, free of any encumbrances except as to any public utilities located therein, at no cost or charge to the City. The details of such re-conveyance shall be determined at the time of and as part of the PUD Agreement approval.
- (iii) Seller Design and Determination of Public Amenities.** Purchaser acknowledges and agrees that in addition to securing a development with the Intended Use of the Property as described in (i) and (ii) immediately above, Seller's expectation in selling the Property to Purchaser is to have the Purchaser finance and construct the various public improvements and public amenities to be described in the approved PUD. However, it is also the Seller's expectation that these public improvements and public amenities shall be primarily

designed by Seller during the design, review, and approval phases of the overall development, because they are intended to be public benefits as part of the PUD and a fundamental purpose of this Agreement. Seller acknowledges that the scope, extent, and relative cost of the public improvements/amenities as approved are intended to be commensurate with the scope, extent, and cost of the overall project and the financial incentives described in this Agreement and Concept Plan.

Seller makes no representation in this Agreement that the PUD, PUD Plan, PUD Agreement, or site plan(s) will be approved. Notwithstanding anything else in this Agreement, Seller retains all its right and discretion under applicable laws and ordinances to approve, reject, or approve with conditions any proposed PUD, PUD Plan, PUD Agreement, and related plans, and this Agreement does not limit or waive its zoning or police power authority in any way, including the relation of the proposed plans and improvements to adjacent properties and the existing and future or planned road rights-of-way. Seller's approval of the PUD Plan, PUD Agreement, and other development related submissions is not guaranteed. Seller's failure to approve the PUD, the PUD Plan, the PUD Agreement, or related plans shall not constitute a default or breach for the purposes of this Agreement.

(d) Satisfaction of Conditions; Timing, Schedule/Dates for Submission and Approval.

The following apply to the Conditions listed in subsections (a), (b), and (c) above:

- (i) **Financing Approval.** Within sixty (60) days after the PUD, Brownfield, and DDA TIF Plan Approvals are obtained, Purchaser shall have satisfied all lender requirements and shall have secured binding commitments for financing the acquisition and development of the Property for the Intended Use. Should Purchaser fail to secure the required financing, then upon fourteen (14) days' notice either Party may terminate this Agreement and the Agreement shall be without further force and effect and Purchaser shall receive a full reimbursement of the Deposit as its sole and exclusive remedy.
- (ii) **Brownfield Approvals.** Purchaser shall submit a complete Brownfield Plan (and Act 381 work Plan, if applicable) to the applicable local governing bodies prior to or concurrent with the submission of the PUD Plan to the City Council following Planning Commission recommendation, and shall thereafter diligently pursue approval thereof. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances.
- (iii) **DDA Approval.** Purchaser shall submit a complete DDA TIF Plan to the applicable local governing bodies prior to or concurrent with the submission of the PUD Plan to the City Council following Planning Commission recommendation, and shall thereafter diligently pursue approval thereof. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances.

(iv) **Development Approval.**

- a. **PUD Approval.** Purchaser shall submit a full and complete application for PUD Approval within sixty (60) days of the end of the Inspection Period and shall diligently pursue approval of the PUD thereafter. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances. In the event the Parties comply in good faith with this provision, but the PUD is not approved within one hundred and eighty (180) days following the date of submission by Purchaser of a complete PUD application, then upon fourteen (14) days' notice either Party may terminate this Agreement and the Agreement shall be without further force and effect and Purchaser shall receive a full reimbursement of the Deposit as its sole and exclusive remedy.
- b. **Other Development Requirements.** Following PUD Approval, Purchaser shall within sixty (60) days submit all other required applications and related materials for final development approval and issuance of permits for the commencement of development, including, but not limited to, final site plan and engineering plan approvals, stormwater approvals, right-of-way approvals, utility approvals, demolition and abatement approvals, soil erosion approvals, and the like. Seller agrees to process and review Purchaser's submittals on a timely basis under applicable laws and ordinances. In the event Purchaser has not secured all other development approvals within ninety (90) days of the date of PUD Plan and PUD Agreement approval, then upon fourteen (14) days' notice either Party may terminate this Agreement and the Agreement shall be without further force and effect and Purchaser shall receive a full reimbursement of the Deposit as its sole and exclusive remedy.
- c. **Performance Guarantees.** Purchaser acknowledges and understands that it will be required to provide performance and financial guarantees for the completion of improvements, including, without limitation, right-of-way improvements, water mains, sanitary sewers, storm drains, and landscaping, tree-planting, and public amenities, and at the Seller's option for the demolition of incomplete buildings and other improvements and to restore the site in the event of Purchaser's failure or inability to complete same. Such financial guarantees may include cash deposits or letters of credit as allowed by the current provisions of the City's Code of Ordinances as determined by the City, or surety bonds if permitted by the City in its discretion. Purchaser acknowledges the need for such performance and financial guarantees given the prominent location of the Project and its impact upon the City.

In addition to the above-described performance guarantees, at the time of Closing Purchaser shall be required to provide a cash deposit or letter of credit in an amount, to be reasonably determined by the City, sufficient to cover the cost of demolition of the existing

structures on the Property in the event Purchaser fails to undertake or complete such demolition as provided in Section 9 below. Seller acknowledges that Purchaser shall seek to include fees associated with these Performance Guarantees as an eligible activity as a part of its Brownfield Plan and DDA TIF Plan to the extent allowable by law.

8. Closing. The Closing on the Property shall occur on the Closing Date, unless this Agreement is terminated on an earlier date pursuant to its terms. At the Closing, Seller shall execute and deliver to Purchaser (i) a warranty deed ("**Warranty Deed**") conveying the Property to Purchaser or Purchaser's assignee or designee free and clear of all liens, claims, and encumbrances except for the Permitted Exceptions and the PUD Agreement; and (ii) an owner's affidavit executed by Seller and in form and substance acceptable to the Title Company to remove the standard exceptions from title.

(a) At the Closing, Purchaser shall pay the Purchase Price, less the Deposit, to Seller, via federal wire transfer of funds or title company check, as adjusted by the adjustments provided below. Purchaser shall direct the Title Company to deliver the Deposit to Seller.

(b) At the Closing, Seller and Purchaser shall mutually execute and deliver to one another a closing statement setting forth the following adjustments and prorations: (i) All accrued general real estate and ad valorem taxes for the current year applicable to the Property, if any, shall be prorated on a "due date" basis in accordance with local custom as though paid in advance. Prior to or at Closing, Seller shall pay or have paid all tax bills that are due and payable prior to or on the Closing Date and shall furnish evidence of such payment to Purchaser and the Title Company. All general and special assessments shall be paid in full by Seller prior to or on the Closing Date. (ii) The Deposit shall be applied as a credit against the Purchase Price. (iii) All recording fees and all state and county transfer taxes (if any) shall be paid by Seller. (iv) Seller shall pay all title insurance premiums of the Title Company. (v) Purchaser shall pay any standard closing fees and costs charged by the Title Company. (vi) Each Party shall pay their respective attorney fees.

(c) At the Closing, Seller shall cause the Title Company to issue the Title Policy or hand mark the Title Commitment as an effective title insurance policy insuring marketable title to the Property in Purchaser in the full amount of the Purchase Price as of the date and time of Closing, subject only to the Permitted Exceptions and with those endorsements required by Purchaser and its lender.

(d) At the Closing, Seller shall deliver exclusive possession of the Property to Purchaser, free and clear of any tenancy or right of occupancy.

(e) At the Closing, the Parties shall deliver any and all documentation reasonably required by Purchaser, Seller, their attorneys (if any), and/or the Title Company to consummate the transaction described herein in accordance with the terms and conditions of this Agreement.

9. Timing and Schedule for Development following Closing.

Purchaser shall promptly begin and diligently prosecute to completion the construction of the Project on the purchased Property according to the PUD Agreement. Such construction shall

commence no later than forty-five (45) calendar days from the Closing Date, and thereafter proceed in accordance with and be completed by the date of completion of construction set forth in the schedule below. For purposes of this Section 9, commencement of construction shall include the demolition of buildings, environmental remediation, infrastructure improvements, and public amenities. Unless modified by the PUD Agreement, the following shall apply to the development of the Property for the Intended Use:

- (a) Demolition of Buildings.** Purchaser shall complete the demolition of the buildings and asbestos abatement within ninety (90) days following the Seller's issuance and Purchaser's receipt of demolition permits. Purchaser shall secure all required permits and approvals from the City of Farmington and other governmental entities and shall comply with all rules, regulations, ordinances, and laws regarding same.
- (b) Environmental remediation.** Purchaser shall complete the environmental remediation by of any and all subsurface contamination currently located on the Property to a level of unrestricted residential use criteria within one hundred and twenty (120) days of the Closing Date.
- (c) Infrastructure Improvements.** Purchaser shall complete construction of the approved Infrastructure Improvements on the Property within two hundred and ten (210) days of the Closing Date. In the event weather conditions preclude final paving of the roads within the Development, Purchaser may delay such paving only until conditions allow completion.
- (d) Public Amenities.** Purchaser shall complete construction or installation of the approved Public Amenities within one (1) year of the Closing Date, provided that Purchaser may request an extension of time for a reasonable period to complete construction or installation of amenities *other than* those to be located on or adjacent to the Grand River/Thomas Street Parcel on the basis that area is under construction for building uses and the site would not be safe for public use. Seller shall not unreasonably withhold such extension.
- (e) Completion of All Building Construction.** Purchaser shall commence construction of the homes under the approved PUD Plan within one hundred and eighty (180) days of Closing. Purchaser shall prosecute construction of the homes with due diligence and shall not permit construction to cease or be halted for more than fifteen (15) consecutive days unless due to a Force Majeure event as defined below. Purchaser shall complete construction of all homes on the site, and all related site improvements within two (2) years of Closing. For purposes of this provision, completion of construction shall mean issuance of all certificates of occupancy for all homes shown on the final PUD site plan documents. If at the end of the two (2) year period construction of all buildings is not complete, but Purchaser is diligently working to complete construction, the date of completion of construction shall be extended for a period of two (2) years.

Purchaser expressly acknowledges that Seller's purpose in acquiring the Property and selling it to a developer is to ensure that the Property will be put to the Intended Use within a reasonable period of time.

10. Default and Remedies before Closing.

(a) Default by Seller. In the event that Seller should default or fail to meet the time requirements herein, or fail to consummate the transactions contemplated by this Agreement for any reason except for (i) Purchaser's default, which such default is not cured within ten (10) days

after written notice from Purchaser, or (ii) failure on the part of the City of Farmington to approve the PUD application and PUD plan, or the Brownfield Plan, the DDA Plan, or the Financial Incentives relating thereto, then Purchaser may either (a) terminate this Agreement by giving prompt written notice thereof to Seller, upon which the Deposit shall be refunded to Purchaser in full and the Parties shall have no further obligations under this Agreement, or (b) specifically enforce this Agreement; provided, however, that in the event that such failure of Seller was beyond Seller's reasonable control, Purchaser's sole remedy shall be to so terminate this Agreement; and provided, further, in the event Purchaser elects to specifically enforce this Agreement it must institute such action within thirty (30) days following Seller's default, failing which Purchaser shall be deemed to have waived the right to pursue specific performance.

(b) Default by Purchaser. In the event Purchaser should default or otherwise fail to meet the time requirements herein, or fails to consummate the transaction contemplated herein for any reason except for Seller's default or the failure of any of the Conditions to Closing to be satisfied or waived, which such default is not cured within ten (10) days after written notice from Seller, then Seller may retain the entire Deposit and terminate this Agreement by giving prompt written notice thereof to Purchaser, as its sole and exclusive remedy and the Parties shall have no further obligations under this Agreement.

11. Purchaser Default after Conveyance. In the event Purchaser fails, following Closing, to undertake or complete the obligations or requirements in this Agreement regarding either the demolition work contemplated in Section 9(a) above or construction of the Infrastructure Improvements work contemplated in Section 9(c) above, and if Purchaser fails to cure such default within thirty (30) days of receipt of written notice from Seller, Seller shall have the right, without concurrence or approval of any kind from Purchaser, and regardless of Purchaser's objection, to undertake any or all of the following:

- (a) Specifically enforce the obligations of the Purchaser under this Agreement;
- (b) Recover all damages resulting from Purchaser's failure to perform or breach of this Agreement, including any and all attorneys' fees and costs incurred by the City in the enforcement of this Agreement;
- (d) Terminate, revoke, or invalidate any and all Financial Incentives, including in relation to the environmental clean-up, the Brownfield Plan, and the DDA TIF Plan only as to costs that have yet to be incurred by Purchaser.
- (c) Enter upon the Property to demolish the structures existing at the time of Closing on the Property, including the school and homes and related improvements existing at the time of Closing, utilizing the performance or financial guarantees described in Section 7 above.

The PUD Agreement shall also provide appropriate remedies for Seller in the event of failure by Purchaser to meet the requirements of Section 9 above with respect to the completion of the development with the Intended Use.

12. Deed Restriction. Purchaser covenants for itself and its successors and assigns and every successor in interest to the Property, or any part thereof, that Purchaser and its successors and assigns shall devote the Property only to and in accordance with the uses specified in this

Agreement. This covenant shall be construed as a deed restriction to run with the Property until the issuance of the final certificate of occupancy issued in connection with the approved PUD.

13. Purchaser Representations. Purchaser hereby makes the following acknowledgments, representations and warranties to Seller, which representations and warranties shall be true and correct as of the date hereof, shall be deemed to have been renewed and restated as of the Closing Date, and shall survive the Closing and shall continue until all of the obligations of the Developer under this Development Agreement have been fully performed:

(a) Purchaser is duly organized and validly existing, in good standing under the laws of the state of Michigan, authorized to do business under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Development Agreement. Purchaser has provided Seller with an accurate and complete copy of its Articles of Organization and Certificate of Good Standing in effect as of the date of this Development Agreement ("Organizational Documents"), and agrees to provide accurate and complete copies of any revisions or modifications to the Organizational Documents.

(b) Purchaser has no notice of and there is no pending litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof that would affect Purchaser or its principals from carrying out the covenants and promises made herein.

(c) Purchaser is financially able to complete the development of the Intended Use. Purchaser certifies that any and all financial information provided to Seller is true and accurate in all material respects and does not omit any information which would cause such to be misleading or untrue in any material respect.

(d) Purchaser shall construct all improvements for the Intended Use on the Property in a good and workmanlike manner employing quality contractor(s), construction manager(s), and other professionals possessing the requisite experience and competency to construct such improvements.

14. Miscellaneous. This Agreement cannot be modified except by a written instrument signed by both of the Parties hereto. Section headings set forth herein are for convenience of reference only and shall not be construed to interpret, limit or otherwise define the terms and conditions of this Agreement. This Agreement sets forth fully and completely the agreement of the Parties with respect to the subject matter described herein and this Agreement shall be deemed to supersede any and all prior written or oral agreements relating to the subject matter described herein. This Agreement shall be binding upon and shall inure to the benefit of Seller, Purchaser and their heirs, representatives, successors, successors-in-interest and assigns. Seller and Purchaser have participated equally in the preparation of this Agreement and, therefore, in construing this Agreement there shall be no presumption in favor of one Party over the other as the result of one Party actually drafting this Agreement. The absence from this Agreement of provisions appearing in drafts hereof shall not be used in construing the intent of the Parties hereto. To the extent any date, time frame or Closing Date provided in this Agreement shall be set to expire or occur on a Saturday, Sunday or day on which banking institutions in the State of Michigan are authorized by law to close, then such time frame shall expire or Closing Date shall

occur on the next day which is not a Saturday, Sunday or day on which banking institutions in the State of Michigan are authorized by law to close

15. Notices. All notices, deliveries or tenders given or made in connection herewith shall be in writing and shall be deemed effective only (i) upon deposit with the US Postal Service if mailed by certified mail, postage prepaid, return receipt requested, (ii) upon personal delivery, or (iii) upon deposit with a nationally recognized overnight courier service for next day delivery at the street addresses set forth beneath the signature blocks below. Addresses may be changed during the term of this Agreement by notices among the Parties in accordance with this Section. To be effective, all notices to Purchaser shall also be provided to Seller's Attorney and Purchaser's Attorney.

16. Broker. Seller represents and warrants to Buyer that it has not dealt with any real estate broker, agent or salesperson in connection with the purchase and sale contemplated by this Agreement. Buyer represents and warrants to Seller that, other than David DePodesta, to which Buyer shall be solely liable for payment of a commission, Buyer has not dealt with any real estate broker, agent or salesperson in connection with the purchase and sale contemplated by this Agreement. Each Party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said Party or its representatives, said Party will indemnify, defend, and hold the other Party free and harmless from and against any and all loss, liability, cost, damage, and expense in connection therewith. The obligations pursuant to this Section 16 shall survive the Closing or any earlier termination of this Agreement.

17. Execution. This Agreement has been executed by Purchaser prior to execution by Seller and, therefore, shall constitute an offer open for acceptance by Seller, such acceptance to be evidenced by execution by Seller and delivery to Purchaser of at least one original, fully executed copy of this Agreement. This Agreement may be executed in any number of counterpart originals or by scanned pdf, which, when taken together, shall be deemed to be one and the same instrument.

18. Time is of the Essence. At all times under this Agreement where certain time constraints are set forth, the Parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless specifically agreed to in writing by both Parties.

19. Force Majeure. In the event of enforced delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, pandemics, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the party seeking the benefit of the provisions of this Section shall within thirty (30) days after the beginning of such enforced delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event that there is any dispute as to what constitutes such *force majeure* event, the determination of the Seller shall be controlling.

20. Governmental Immunity; Non-waiver. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, as provided by statute or court decision, for Seller or its council, boards, commissions, officials, employees, or agents.

21. Covenants Running with the Land. Each and all of the covenants, restrictions, reservations, conditions, and provisions contained in this Agreement are made for the direct, mutual, and reciprocal benefit of the Property and the community, and will be construed and interpreted by the parties hereto as covenants running with the land. Pursuant hereto Purchaser, by accepting the deed to the Property, accepts same subject to such covenants, restrictions, reservations, conditions, and provisions and agrees for itself, its successors and assigns to be bound by each of such covenants, restrictions, reservations, conditions and provisions. Seller shall have the right to enforce such covenants, restrictions, reservations, conditions and provisions against Purchaser, its successors and assigns to or of the Property or any part thereof or any interest therein.

22. No transfer or assignment. Transfer or assignment of the project or any part of the Property, or the Infrastructure Improvements of Public Amenities, other than (i) one assignment to a Robertson Brothers Company affiliate development limited liability company that will be responsible for the development, and (ii) the sale of individual homes, prior to the completion of construction shall be prohibited without the consent of Seller, which may be withheld in its reasonable discretion. This provision shall not preclude Developer from assignment Brownfield or DDA reimbursements at completion of the project.

23. Remedies Cumulative. The rights and remedies of Seller set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

24. Governing Law & Jurisdiction. The Parties signing below agree that this Agreement has been entered into in the City of Farmington, Oakland County, Michigan and this Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. The Parties signing below stipulate that any and all suits for any and every breach of this Agreement may be instituted and maintained only in a court of competent jurisdiction in the State of Michigan.

25. Authority to Sign. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each Party to this Agreement according to its terms. Further, each of the Parties represents that the execution of this Agreement has been duly authorized and is binding on such Parties.

26. Compliance with Law. Purchaser has negotiated with Seller the terms of this Agreement, which represents the product of the joint efforts and mutual agreements of Purchaser and Seller. Purchaser fully accepts and agrees to the final terms, conditions, requirements, and obligations of this Agreement. Purchaser and Seller agree that this Agreement and its terms, conditions, and requirements are lawful and consistent with the intent and provisions of local ordinances, state and federal law, and the Constitutions of the State of Michigan and the United States of America. Purchaser further agrees and acknowledges that the terms, conditions, obligations, and requirements of this Agreement are clearly and substantially related to the burdens to be created by the development and use of the Property, and are, without exception, clearly and substantially related to Seller's legitimate interests in protecting the public health, safety and general welfare.

27. No Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the Developer and the City.

28. No Third Party Beneficiaries. The parties intend that this Agreement shall create no third-party beneficiary interest except for an assignment pursuant to this Agreement. The parties are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent and expressly disclaim any such acts or actions, particularly in view of the integration of this Agreement.

29. Joint drafting. This Agreement has been negotiated by the Parties and each Party has joined in and contributed to the drafting of this Agreement. Accordingly, there shall be no presumption favoring any one or more of the Parties hereto based upon draftsmanship.


30. Indemnification. Purchaser agrees to indemnify and hold harmless the City of Farmington, the City's BRA, the City's DDA, and their agents and employees (collectively, the "Indemnified Parties", each an "Indemnified Party") from any liabilities, obligations, losses, damages, penalties, claims, charges or expenses, including attorney's fees, that arise from any misrepresentation or breach of warranty on the part of Purchaser and on account of the Indemnified Party's reliance thereon, and any personal injury, death or property damage that are caused by the intentional acts or omissions or negligence of Purchaser or its duly authorized agents, and any third-party legal actions that are associated with the development of the Project, that are brought against an Indemnified Party. In the event any third party action or proceeding shall be brought against an Indemnified Party by reason of any claim covered hereunder, the Indemnified Party shall have the right to resist and defend the same with counsel of its choosing, and Purchaser shall pay the costs of such defense. The provisions of this Section shall survive the Closing or termination of this Agreement.

31. Consultant/Legal Fees. Purchaser acknowledges the requirement under City ordinances to pay all consultant and legal fees incurred by the City in connection with the Brownfield, DDA, and Development Approvals from the Effective Date up to and including the Closing Date.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

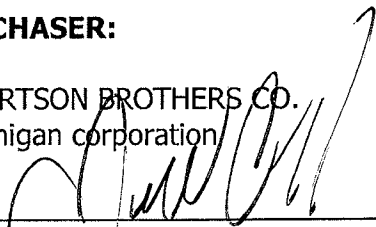
WITNESS:



Print Name Below
Tim Loughran

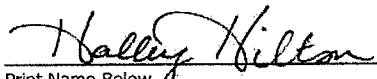
PURCHASER:

ROBERTSON BROTHERS CO.
a Michigan corporation



By: James V. Clarke
Its: President
Dated: 8/31/2021
Address: _____

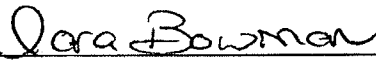
WITNESS:



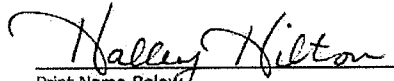
Print Name Below
Halley Hilton

SELLER:

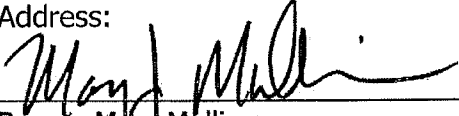
CITY OF FARMINGTON
a Michigan municipal corporation



By: Sara Bowman
Its: Mayor
Dated: 8/30/21
Address: _____



Print Name Below
Halley Hilton



By: Mary Mullison
Its: City Clerk
Dated: 8/30/2021
Address: _____

Attachment List:

- Deposit Acknowledgement
- Exhibit A – Description of Property

DEPOSIT ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the Deposit and agrees to hold and disburse the same pursuant to terms of the Agreement. The liability of the undersigned is limited by the terms and conditions expressly set forth herein and by the laws of the State of Michigan and in no event shall the liability of the undersigned exceed the amount of the Deposit. The undersigned shall have no liability whatsoever on account of or occasioned by any failure or negligence on the part of any bank, savings and loan or other savings institution wherein the Deposit is deposited, provided, however, that such institution is, at the time of deposit of the Deposit, federally insured. In the event of litigation affecting the duties of the undersigned as escrow agent relating to this Agreement and the Deposit, Seller and Purchaser, jointly and severally, shall reimburse the undersigned for all expenses incurred by the undersigned, including reasonable attorneys' fees, unless such litigation results from or is caused by the gross negligence or misfeasance of the undersigned. In the event of any dispute between Seller and Purchaser pertaining to the Deposit, the undersigned may commence an interpleader action and deposit any remaining balance of the Deposit with a court of competent jurisdiction and in such event the undersigned shall be relieved of all further obligation and liability.

By: _____

Its: _____

Dated: _____, 2021

Address: _____

- Exhibit A – Description of Property

Land in the City Of Farmington, Oakland County, Michigan:

T1N, R9E, SEC 27
ASSESSOR'S PLAT NO. 3
PART OF LOT 5
DESC AS
BEG AT SW LOT COR,
TH N 03-45-48 E 36.74 FT,
TH S 63-19-21 E 90.75 FT,
TH N 87-12-02 W 83.60 FT
TO BEG

33000 Thomas Street (Parcel No. 23-27-152-017)

T1N, R9E, SEC 27
AMD PLAT OF LOTS 21, 22,
23 & 24 OF BLK 6,
LOTS 31, 32, 33 & 34 OF
BLK 4,
LOTS 35 & 36 OF BLK 5,
VAC THIRD ST &
VAC PART OF CASS ST OF
PLAT OF 'DAVIS ADDITION TO
THE VILLAGE OF FARMINGTON'
LOT 2
BLK 8

33000 Thomas Street (Parcel No. 23-27-152-019)

And:

The East 47 feet of the South 110 feet of Lot 15, Block 3, DAVIS ADDITION to the Village, now City, of Farmington, according to the recorded plat thereof, as recorded in Liber 2 of Plats, Page 36, Oakland County Records.

And-

The North 90 feet of Lot 15, Block 3, except the East 5.75 feet of PLAT OF DAVIS ADDITION according to the plat thereof recorded in Liber 2 of Plats, Page 36 of Oakland County Records.

33104 Grand River and 33107 Thomas Street, (Parcel Nos. 23-27-154-008 and 23-27-154-004 respectively),

**SECOND AMENDMENT TO
AGREEMENT TO PURCHASE AND DEVELOP PROPERTY**

THIS SECOND AMENDMENT TO AGREEMENT TO PURCHASE AND DEVELOP PROPERTY ("Agreement") is made as of this ___ day of July, 2022, by and between the **CITY OF FARMINGTON**, a Michigan municipal corporation, whose address is 23600 Liberty Street, Farmington, MI 48335 ("**Seller**"), and Robertson Brothers Co., a Michigan corporation whose address is 6905 Telegraph Road Suite 200, Bloomfield Hills, MI 48301, on behalf of a future limited liability company ("**Purchaser**"). Seller and Purchaser are referred to individually as "**Party**" or collectively as the "**Parties.**"

RECITALS:

A. Seller and Purchaser entered into that certain Agreement to Purchase and Develop Property dated on or about August 31, 2021 (the "Agreement"). The Agreement contained, among other dates, a final Closing Date of August 31, 2022, at Section 1(b).

B. Seller and Purchaser entered into a First Amendment to Agreement to Purchase and Develop Property dated on or about December 29, 2021 (the "First Amendment"), which extended certain other dates in the Agreement but not the Closing Date in Section 1(b).

C. Seller and Purchaser desire to amend the Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby covenant, promise and agree that the Agreement is amended as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein have the same meaning ascribed to such terms in the Agreement.

2. **Extension of Inspection Period.** Section 1(b) of the Agreement is hereby amended, replaced in full, and restated as follows:

(b) **"Closing Date":** Sixty (60) days after satisfaction of the Conditions to Closing. Notwithstanding any other date(s) set forth in this Agreement, in the event all Conditions to Closing set forth in Section 7 are not satisfied or waived by March 24, 2023, then, if the Parties have not terminated the Agreement in accordance with the terms and conditions hereof, this Agreement shall automatically terminate, whereupon the Deposit shall be promptly returned to Purchaser and this Agreement shall thereafter be of no further force or effect and all liability and obligations under this Agreement shall be terminated, unless the Seller and Purchaser stipulate in writing to extend the Closing to a date certain, in which case the date specified in that written stipulation shall be the Closing Date.

3. **Ratification.** Except as expressly amended by this Amendment, the Agreement is hereby ratified and confirmed and shall remain in full force and effect in all other respects. In the event of any conflict between the provisions of this Amendment and the terms of the Agreement, the provisions of this Amendment shall control.

4. **Binding Obligations on Successors and Assigns.** All of the rights and obligations set forth herein shall inure to the benefit of, and be a binding obligation on, any and all successors and permitted assigns of Seller and Purchaser.

5. **Counterparts.** This Amendment may be executed in multiple counterparts (including by facsimile or electronic mail), each of which shall be deemed an original and all of which, together, shall constitute one fully executed agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the day and year first above written.

PURCHASER:

ROBERTSON BROTHERS CO.
a Michigan corporation,
on behalf of a future limited liability
company

By: Darian L. Neubecker
Its: Chief Operating Officer

SELLER:

CITY OF FARMINGTON
a Michigan municipal corporation

By: Sara Bowman
Its: Mayor

By: Halley Hinton
Its: Deputy City Clerk

