

AGENDA
CITY COUNCIL STUDY SESSION
NOVEMBER 27, 2023 - 6:00PM
CITY OF FARMINGTON HILLS
CITY HALL – COMMUNITY ROOM
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com

1. Call Study Session to Order
2. Roll Call
3. Department of Public Services [2023/2024 Construction Update](#)
4. [Liquor License Moratorium](#)
5. Adjourn Study Session

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/accommodations will be made. Thank you.



2023/2024

Construction
Update

November 27, 2023

2023 Accomplishments

Major Roads (\$13.1 Million)

- Farmington Road: 12 Mile to 13 Mile
- 14 Mile Road: Farmington Rd to Drake Rd
- Farmington Freeway Industrial Park, Phase 2 of 3

Local Roads (\$12.4 Million)

- Heritage Hills/Wedgewood Commons, Phase 3 of 4
- Normandy Hills Subdivision, Rehabilitation of existing paved roads including Brittany Drive, Thornbrook Street, and Chantilly Court
- Hull Road Gravel Road Conversion
- Dumas Court Gravel Road Conversion*
- Versailles Court Gravel Road Conversion*
- Local Road Resurfacing Projects
 - Halsted Commons Sub
 - Miller's Rougemont Farm Sub (AKA Spring Valley Drive)

*As part of Normandy Hills Subdivision Roads Rehabilitation

2023 Annual Program Accomplishments

- Asphalt and concrete replacement programs, \$1,700,000
- Over-banding program (asphalt), \$176,000
- Flex Seal Program (concrete and asphalt), \$298,000
- Major Road Sidewalk replacement program, \$195,000
- Sidewalk SAD replacement program, \$35,000

Other 2023 Infrastructure Project Accomplishments

- **Quaker Valley Bridge and Culvert replacement, \$2.8M**
- **Kendallwood Subdivision – Water Main replacement, \$6.4M**
- **13 Mile – Water Main Extension, \$914,000**
- **Pasadena Park Subdivision – Fire Hydrant Extensions, \$580,000**
- **Inkster Road Sidewalk, 11 Mile to Hystone, \$90K**
- **Sanitary Sewer Lining Program, \$950,000**
- **Sanitary Sewer Lift Station Improvements, \$500,000**

Farmington Road

(12 Mile to 13 Mile)

Before

After

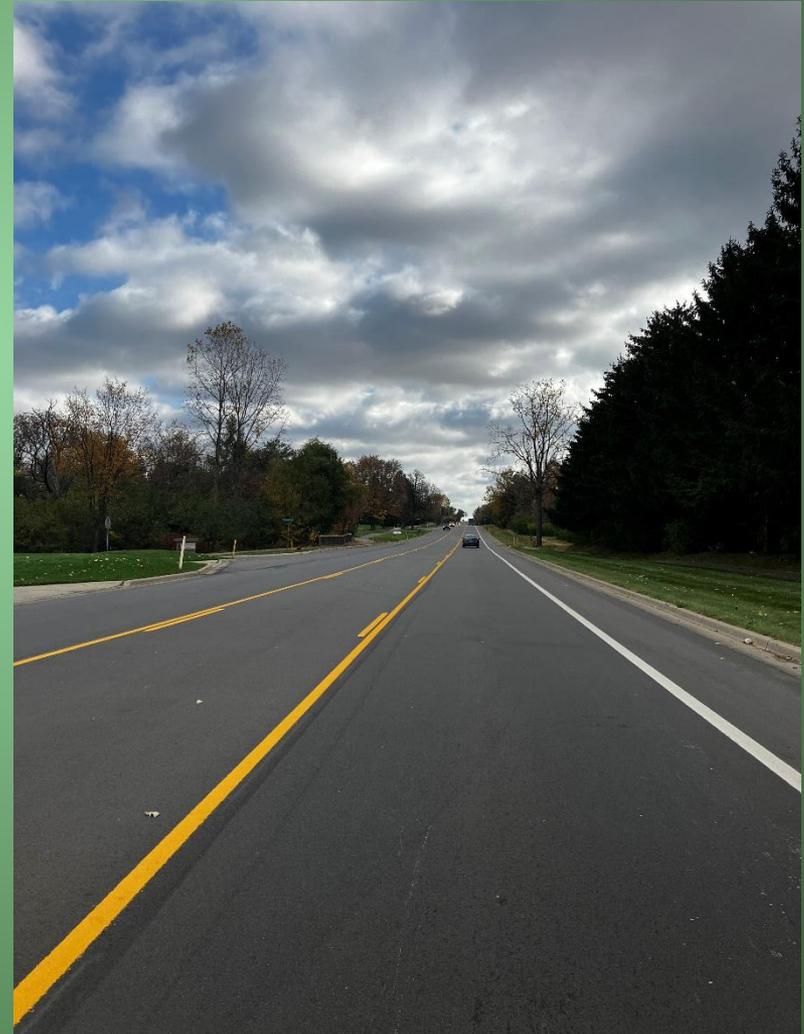


14 Mile Road

(Drake Road to Farmington Road)

Before

After



Farmington Freeway Industrial Park

Phase 2

Before



After



Heritage Hills, Phase 3

Before



After



Normandy Hills

Before



After



Dumas Court

Before

After



Versailles Court

Before

After



Hull Road

Before



After



Halsted Commons

Before



After



Spring Valley Drive

Before



After



2024 Local Road Reconstruction Projects

- **Goal: \$16.9 Million in construction**
- **Consistent with budget recommendations**
- **Candidate Projects**
 - **Heritage Hills/Wedgewood Commons, Phase 4 (Final Phase), \$8.8M**
 - **Quaker Valley Farms Subdivision, \$3.7M**
 - **Muer Cove Drive Gravel Road Conversion, \$1M**
 - **1 - 2 Local Road Rehabilitation Projects*, \$3.6M**
 - **1 – 2 Local Road Short Length Reconstruction Projects*, \$1.5M (Trestain and Fairway Hills)**

Heritage Hills, Phase 4

Before



Quaker Valley Farms Subdivision Before



Muer Cove Drive Gravel Conversion Before



Proposed 2024 Major Road Construction

Major Roads (\$12.4 Million)

- 11 Mile Road (Farmington Road to Orchard Lake Road), \$6.9M
- Farmington Freeway Industrial Park, Phase 3 (Final Phase) \$5.5M
- Intersection Signal Modernization and Upgrades, \$1.2M
 - 9 Mile at Drake Road
 - 9 Mile at Gill Road
 - 14 Mile at Inkster Road
- Non-motorized Safety Improvements, \$434,000
 - Power Road and Folsom Road
 - 9 Mile and Freedom Road

11 Mile Road

Farmington Road to Orchard Lake Road

Before



Farmington Freeway Industrial Park, Phase 3

Before



2024 Major Road Construction

- **RCOC: 12 Mile Rd Rehabilitation (Middlebelt to Inkster)**
 - Spring 2024 through November 2024
 - Widen to 3 lanes through limits
- **RCOC: Middlebelt Rd Culvert (N of 9 Mile)**
- **GLWA: 8Mile/14 Mile Rd Looping project**
 - Ongoing through June 2024
- **MDOT: I-696, I-275 to Lahser Rd**
 - Ongoing through 2025 Construction
 - Full reconstruction, including OLR interchange
- **MDOT: I-96 Flex Route Reconstruct**
 - Ongoing through 2024
 - I-275 to Kent Lake Rd (12 Miles)
 - Rebuild all eastbound and westbound lanes and shoulders.
Accommodate active traffic management system.



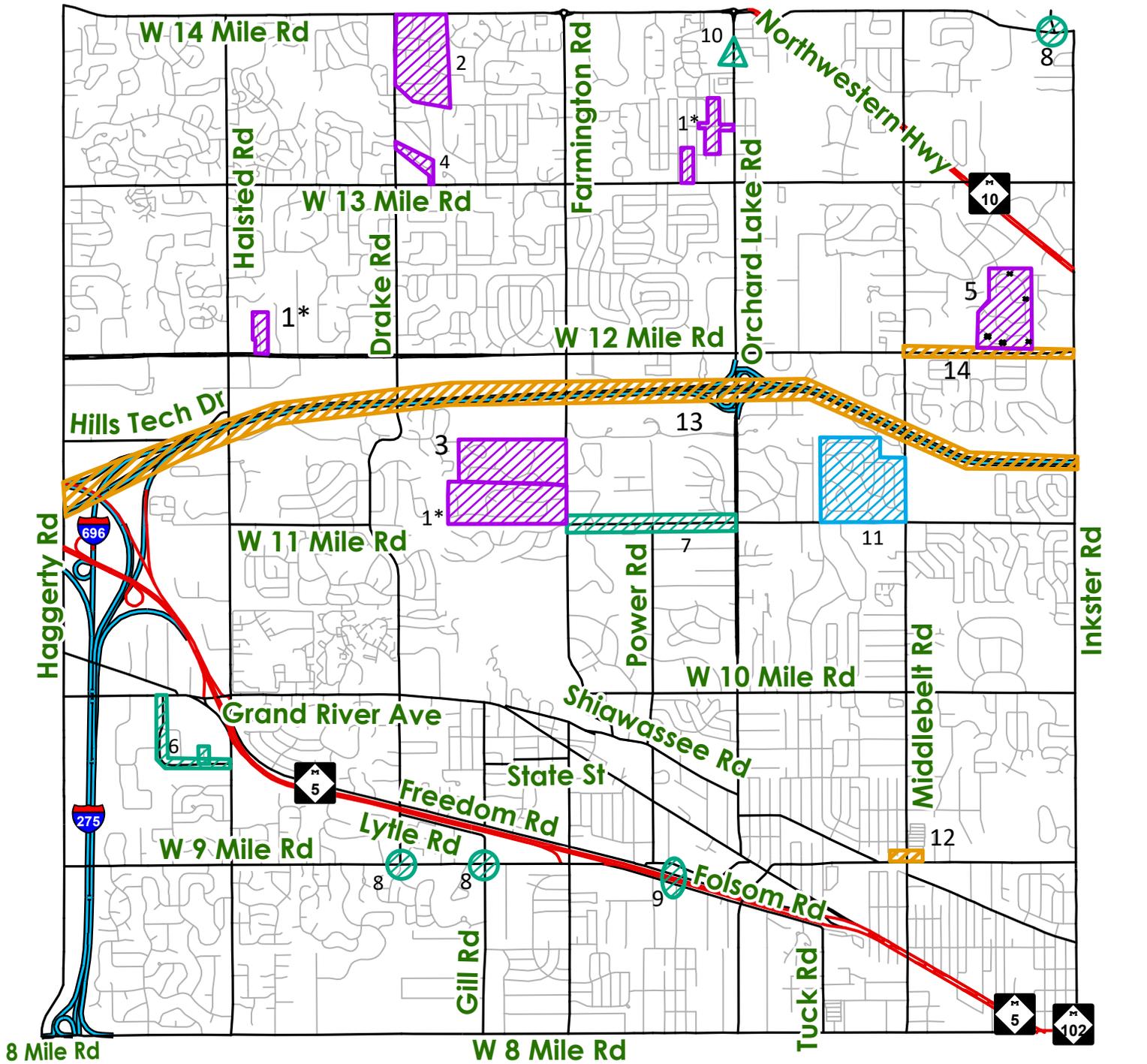
Other 2024 Projects

- **Kimberley Subdivision – Water Main replacement, \$6.5M**
- **Woodcreek Hills Culvert replacements (5), \$4.3M**
- **Sifi Networks, Year 1**
- **Orchard Lake Road Landscaping Enhancement Project**
- **Sanitary Sewer Lining/Renewal Program, \$1.5M**
- **Sanitary Sewer Lift Station Improvements, \$500,000**

Questions?



City of Farmington Hills Department of Public Services 2024 Construction Projects



Local Road:

- 1. 2024 Local Rehab HMA*
- 2. Heritage Hills/ Wedgewood Commons, Phase 4
- 3. Quaker Valley Farms Subdivision
- 4. Muer Cove Drive Gravel Conversion
- 5. Woodcreek Hills Bridge & Culverts

Major Road:

- 6. Farmington Freeway Industrial Park, Phase 3
- 7. 11 Mile Rd-Farmington Rd to Orchard Lake Rd
- 8. Intersection Signal Modernization & Upgrades
- 9. Non-motorized Safety Improvements
- 10. Orchard Lake Rd Landscaping Enhancement

Watermain :

- 11. Kimberley Subdivision Watermain

MDOT/RCOC :

- 12. Middlebelt Culvert Replacement
- 13. I-696 Road Reconstruction continuation
- 14. 12 Mile Rd-Middlebelt Rd to Inkster Rd

* If funding is available
x Culverts locations



OFFICE OF CITY CLERK

TO: Mayor and City Council
FROM: Pamela B. Smith, City Clerk
DATE: November 27, 2023
SUBJECT: Update on the City's Liquor License Moratorium

The purpose of this discussion is to update City Council and provide background information to the newly elected Mayor and Council members taking office tonight on the city's liquor license moratorium.

BACKGROUND:

On September 12, 2022, City council adopted Resolution R-152-22 establishing a moratorium on the 5 on-premises liquor licenses available for a period of 90 days in order to allow for City Staff, the Planning Commission, and City Council to carefully consider the relationship between future land uses and liquor licensing as it relates to implementing the City's vision in coordination with the master plan.

On December 12, 2022, based on the status and progress of work on the City's Master Plan and discussions regarding the Master Plan in conjunction with the extent and manner in which the City's liquor licensing may play into and could help facilitate those concurrent master planning efforts and future development objectives, City Council adopted Resolution R-206-22 extending the moratorium for an additional two hundred and seventy (270) days and determined that only three (3) of the available licenses needed to remain subject to the moratorium.

In February 2023, City Council amended its liquor license policy with regard to how many times it would review liquor license requests for new, on-premises quota licenses from only 3 times a year to review them as they are submitted.

The city received three applications for the two quota liquor licenses that were released from the moratorium.

At a study session meeting held on April 21, 2023, City Council came to the following consensus regarding future applicants for the quota licenses and the moratorium in place:

Excerpt from minutes:

The consensus of Council was to bring the one application received for a quota liquor license that was submitted and through the review process first to the

next City Council meeting of May 8, 2023; receive more information from staff on the redevelopment and CIA licenses and master plan process and consider lifting the moratorium earlier than fall.

It was noted that if the last available quota license is issued at the May 8th meeting, the Clerk will notify the other two applicants but mention that Council is considering lifting the moratorium earlier than anticipated and once that is done, their applications may be submitted to City Council for consideration.

On September 11, 2023, City Council adopted resolution R-192-23 extending the moratorium for an additional 90 days to allow for further review/discussion of the master plan that was not yet complete.

The moratorium remains in place at least through December 11, 2023, at which time it will automatically expire unless extended by City Council.

NO ACTION REQUIRED:

As no formal action can be taken at a study session meeting, this memo was to provide background information to Council for discussion purposes this evening. The moratorium will come back to City Council at its regular meeting of December 11, 2023, unless there is a general consensus of Council this evening to allow the moratorium to expire without further discussion.



Inter-Office Correspondence

DATE: September 8, 2022 (September 12, 2022)

TO: Gary Mekjian, City Manager

FROM: Charmaine Kettler-Schmult, Director of Planning and Community Development

SUBJECT: Temporary 180-Day Moratorium on the Issuance of On-Premises Liquor Licenses

Request: Approval of a resolution establishing a temporary 180-day moratorium on the issuance of on-premises liquor licenses

Background:

The City of Farmington Hills anticipates that an additional five (5) liquor licenses will be made available by the Michigan Liquor Control Commission for locations within the City. Such additional liquor licenses are based on updated population data from the 2020 Census. The City's liquor licenses are approved by City Council.

There is currently a review of the City's Code of Ordinances to update language pertaining to liquor licensing in the Code based on state law, ongoing master planning efforts, and the reevaluation of the City's development and redevelopment objectives. The moratorium puts a halt on approvals for 180 days, with the option to extend.

The moratorium provides a "relief valve" by setting forth a process by which an aggrieved property owner or business petitioner may have a hearing before City Council to demonstrate that they meet certain conditions for relief from the moratorium.

The moratorium will allow for City Staff, the Planning Commission, and City Council to carefully consider the relationship between future land uses and liquor licensing as it relates to implementing the City's vision.

Suggested Motions:

Approval:

RESOLVE that City Council APPROVE the attached temporary 180-day moratorium on the issuance of on-premises liquor licenses.

Denial:

RESOLVE that City Council DENY the attached temporary 180-day moratorium on the issuance of on-premises liquor licenses.

Prepared by: Erik Perdonik, City Planner

Department Authorization: Charmaine Kettler-Schmult, Director of Planning and Community Development

Attachments:

- **Draft Resolution Establishing a Moratorium on the Issuance of On-Premises Liquor Licenses**

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION NO. R-152-22

RESOLUTION ESTABLISHING A MORATORIUM ON THE
ISSUANCE OF ON-PREMISES LIQUOR LICENSES

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on September 12, 2022, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
ABSENT: BOLEWARE

WHEREAS, the City of Farmington Hills has come to learn that the Michigan Liquor Control Commission has five (5) on-premises liquor licenses available to the City, as a result of a population increase in the 2020 federal census and possibly other reasons; and

WHEREAS, pursuant to Section 501 of the Michigan Liquor Control Code, being MCL 436.1501(2), an application for a license to sell liquor on premises must be approved by the legislative body in which the applicant's place of business is located before the license is granted by the Liquor Control Commission; and

WHEREAS, upon examination by the City Council, City Staff, and City Attorney, it has been determined that the provisions of Chapter 4 of the City Code of Ordinances, which sets forth the requirements for approval of new on-premises licenses and other alcohol related matters, is in need of review and updating based on changes in state laws, ongoing master planning efforts of the City, re-evaluation of the City's development and redevelopment objectives, and considerations relating to the current character of the City; and

WHEREAS, City Council finds that with the availability of five (5) additional liquor licenses for issuance in the City, it is appropriate to carefully study, review, and evaluate the manner in which the City's liquor licensing and regulations may play into and could help facilitate the City's concurrent master planning efforts and future development objectives; and

WHEREAS, the City Council hereby finds that it is in the public interest to impose a temporary moratorium on applications for new on-premises liquor licenses in order to undertake such a study, review, and evaluation, and to determine the types and extent

of amendments to Chapter 4 of the City Code that may be warranted under the circumstances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Farmington Hill that a temporary moratorium be imposed barring the acceptance of applications for new, on-premises liquor licenses for a period of ninety (90) days, or the date that the City Council repeals this Resolution, whichever occurs first.

IT IS FURTHER RESOLVED that during the aforementioned 90-day moratorium, or any extension thereof, the City Council, together with the Planning Commission, City Staff, City Attorney, and appropriate consultants, shall attend to the following undertakings:

- 1) study, review, and evaluate the City's ongoing master planning efforts, development and redevelopment objectives, and current character (in all or specific areas of the City), and whether and how the City's liquor licensing and regulations, including potential amendments of same, may play into and could help support, facilitate, and maintain consistency with such efforts, objectives, and character;
- 2) study, review, and evaluate whether any of the current regulations in Chapter 4 of the City Code relating to liquor licensing are outdated or no longer necessary or in the best interest of the community, giving due consideration to public health, safety, and welfare and other relevant factors;
- 3) study, review, and evaluate changes in state liquor laws and the extent such changes warrant updates and amendments to Chapter 4 of the City Code; and
- 4) based on the above studies, reviews, and evaluations, determine the types and extent of amendments to Chapter 4 of the City Code that may be warranted under the circumstances, and if warranted, prepare and process such amendments with City Council.

IT IS FURTHER RESOLVED that this moratorium may be reviewed and extended based on the timing of the master planning process or other reasons determined by City Council, in its discretion, to require and justify an extension of the period of time needed to complete the above undertakings.

IT IS FURTHER RESOLVED that an aggrieved property owner or business petitioner may request and be entitled to a hearing before the City Council for the purpose of attempting to demonstrate that the moratorium will preclude all viable economic use of their property or otherwise violate applicable provisions of state or federal law. Said petitioner shall, in writing and directed to the City Clerk, request a hearing that describes the grounds for the request. The hearing shall be held at a City Council meeting within forty-five (45) days of receipt of the request. Upon concluding the

hearing, the City Council shall determine whether the petitioner has made the required demonstration and if so, shall grant relief from the moratorium.

IT IS FURTHER RESOLVED that notice of the Resolution shall be posted at the City Hall throughout the 90-day period, or any extension granted.

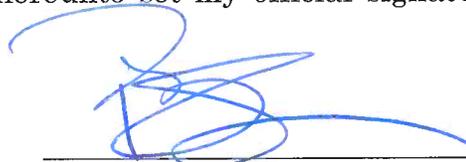
AYES: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
NAYES: NONE
ABSENT: BOLEWARE
ABSTENTIONS: NONE

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington Hills at a regular meeting held on the 12th day of September, 2022, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 13th day of September, 2022.



PAMELA B. SMITH, City Clerk
City of Farmington Hills



OFFICE OF CITY CLERK

INTEROFFICE CORRESPONDENCE

TO: Mayor and City Council
FROM: Pamela B. Smith, City Clerk
DATE: December 12, 2022
SUBJECT: Amendment to City's Liquor Licensing Ordinance

Based on the City Council Study Session discussion at the study session held November 28, 2022, the attached amendments to the City's liquor licensing ordinances have been prepared by the City Attorney's Office for purposes of updating the licensing procedures to make them consistent with current state laws and City practices.

Considering the availability of two new quota licenses that are not proposed to be subject to the City's moratorium also being considered at this meeting, the attached updates are put forward for Council's consideration and adoption to enable them to be implemented and applied to future applications for new quota licenses.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION NO. R-206-22

FIRST AMENDMENT TO RESOLUTION R-152-22 ESTABLISHING A
MORATORIUM ON THE ISSUANCE OF ON-PREMISES LIQUOR LICENSES

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on December 12, 2022, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN

ABSENT: BOLEWARE

WHEREAS, on September 12, 2022, this City Council adopted Resolution No. R-152-22, which, for the reasons stated in said Resolution, imposed a temporary moratorium barring, for a period of ninety (90) days, the acceptance of applications for any of the five (5) new, on-premises liquor licenses that were available to the City at that time, subject to certain terms and conditions; and

WHEREAS, based on the status and progress of work on the City's Master Plan and discussions regarding the Master Plan in conjunction with the extent and manner in which the City's liquor licensing may play into and could help facilitate those concurrent master planning efforts and future development objectives, City Council has decided that the moratorium should be extended for an additional two hundred and seventy (270) days and only three (3) of the available licenses need to remain subject to the moratorium for such purposes; and

WHEREAS, City Council finds that all other recitations and portions of Resolution R-152-22 remain applicable and are not in need of modification.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Farmington Hill that Resolution R-152-22 is hereby amended to: (a) extend the temporary moratorium established thereunder for an additional two hundred and seventy (270) days; (b) said moratorium shall only apply to three (3) of the five (5) available new Class C on-premises liquor licenses; and (c) any references to a ninety (90) day moratorium shall include the additional two hundred and seventy (270) days added by this Resolution.

IT IS FURTHER RESOLVED that Resolution R-152-22 shall remain in full force and effect as amended hereby.

IT IS FURTHER RESOLVED that notice of Resolution R-152-22 and this Resolution shall be posted at the City Hall throughout the period of the moratorium established thereby, including any further extensions thereof.

AYES: BARNETT, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN
NAYES: NONE
ABSENT: BOLEWARE
ABSTENTIONS: NONE

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Farmington Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington Hills at a regular meeting held on the 12th day of December, 2022, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 13th day of December, 2022.



PAMELA B. SMITH, City Clerk
City of Farmington Hills



OFFICE OF CITY CLERK

DATE: April 21, 2023
TO: Mayor and City Council
FROM: Pamela B. Smith, City Clerk
SUBJECT: Liquor License Update

The city has one remaining city quota license to issue and 3 quota licenses that are under a moratorium until at least September, 2023. The Clerk's Office has received three applications for the one license. I have outlined below the process in which applications were received and routed for recommendations. With the change in city policy to bring these as they are submitted, I am seeking further direction from City Council on whether you wish to bring one application to the City Council at a time in the order they were received and all staff recommendations received or bring all applications to the same meeting for those who have completed the review process prior to the next meeting. When the policy was amended by Council, it was indicated that these should come to council as they were submitted; however, I don't believe Council at that time anticipated the potential for having multiple applications submitted and completing the review process around the same time.

Applications submitted:

On January 5, 2023, an application for a city quota liquor license was received for Daily Jam a reconstruction of a building on the south side of 12 Mile Road (formerly Panera Bread). The application was routed to various departments and it was determined that additional information (site plans) was required in order for the Planning Department to conduct their review.

On March 17, 2023 a second application for this quota license was received for an existing business, Recipes, located on Haggerty Road, south of 14 Mile Road. The applicant was informed that we had received one application already for this license, but he wished to pursue the license. Also, it was not known at this time when Daily Jam would be submitting the required site plans and if they would complete the review process prior to Recipes.

On April 12, 2023, Daily Jam submitted the required site plans and the Planning Commission submitted their recommendation to my office on April 13, 2023. All staff recommendations as of April 13, 2023 were received by the Clerk's Office.

All staff recommendations were received for Recipes as of April 18, 2023.

The third application for Unique Cuisine, located in the Halsted Village Shopping Center, submitted their application on April 10, 2023. The applicant was also notified that there were two other applicants that had already applied for the one available license and that those applications could potentially be taken to Council for consideration before staff could

review his application and make recommendation to City Council. The applicant decided to pursue the license. We have not yet received all recommendations on this applicant, but it is possible that all three applications will complete the review process before the next meeting of May 8, 2023.

Moratorium quota licenses:

With regard to the moratorium licenses, I also wanted to alert Council as to how we were handling inquiries. My office has had several requests to “hold” applications either for existing applicants that may not receive this one quota license or from persons who want to apply now and have us hold their application until the licenses are released from the moratorium. I have made the decision to not accept any applications for licenses under the moratorium and that are not available. The City Attorney has concurred with that action.

It is also suggested that before the moratorium is lifted that the city’s alcoholic liquor ordinance and city liquor license policy are again revisited to outline how those licenses will be issued based on decisions resulting from the master plan process.

Recommendation:

Tonight, I am simply seeking a consensus on the applications received and how Council wishes to have those come before them at a regular meeting for consideration.

Respectfully submitted,

Pamela B. Smith, City Clerk



OFFICE OF CITY CLERK

TO: Mayor and City Council
FROM: Pamela B. Smith, City Clerk
DATE: September 11, 2023
SUBJECT: Liquor License Moratorium

On September 12, 2022, City council adopted a resolution establishing a moratorium on the 5 on-premises liquor licenses available for a period of 90 days.

On December 12, 2022, City Council adopted an amendment to the previous resolution establishing a moratorium on three (3) of the five (5) on-premises liquor licenses available for an additional period of 270 days.

At a study session meeting held on April 24, 2023, City Council came to the following consensus regarding future applicants for the quota licenses and the moratorium in place:

Excerpt from minutes:

The consensus of Council was to bring the one application for a quota liquor license that was submitted and through the review process first to the next City Council meeting of May 8, 2023; receive more information from staff on the redevelopment and CIA licenses and master plan process and consider lifting the moratorium earlier than fall.

It was noted that if the last available quota license is issued at the May 8th meeting, the Clerk will notify the other two applicants but mention that Council is considering lifting the moratorium earlier than anticipated and once that is done, their applications may be submitted to City Council for consideration.

As the moratorium was not previously lifted, it will expire as of September 12, 2023 unless City Council chooses to extend the moratorium for all or a few of the 3 remaining on-premises liquor licenses.

A resolution is attached for your consideration should you determine to extend the moratorium. City Council would need to determine the number of days for which it would like to extend the moratorium and whether or not the moratorium will apply to all three (3) remaining on-premises liquor licenses.

Should City Council determine that they do not wish to extend the moratorium for any of the remaining on-premises liquor licenses, no action is needed. The moratorium will automatically expire and the two pending applications will be brought before City Council at a future meeting for consideration if the applicants still wish to move forward.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION NO. R-192-23

SECOND AMENDMENT TO RESOLUTION R-152-22 ESTABLISHING A
MORATORIUM ON THE ISSUANCE OF ON-PREMISES LIQUOR LICENSES

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on September 11, 2023, at 7:30 o'clock p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY AND NEWLIN
ABSENT: BRUCE

WHEREAS, on September 12, 2022, this City Council adopted Resolution No. R-152-22, which, for the reasons stated in said Resolution, imposed a temporary moratorium barring, for a period of ninety (90) days, the acceptance of applications for any of the five (5) new, on-premises liquor licenses that were available to the City at that time, subject to certain terms and conditions; and

WHEREAS, on December 12, 2022, based on the status and progress of work on the City's Master Plan and discussions regarding the Master Plan in conjunction with the extent and manner in which the City's liquor licensing may play into and could help facilitate those concurrent master planning efforts and future development objectives, City Council adopted Resolution R-206-22 extending the moratorium for an additional two hundred and seventy (270) days and determined that only three (3) of the available licenses needed to remain subject to the moratorium for such purposes; and

WHEREAS, based on the current status and continuing progress of work on the City's Master Plan and discussions regarding the extent and manner in which the City's liquor licensing may play into and could help facilitate those efforts, City Council has on this date determined it necessary and appropriate to extend the moratorium for an additional Ninety (90) days and determined that the three (3) licenses need to remain subject to the moratorium for such purposes

WHEREAS, City Council finds that all other recitations and portions of Resolutions R-152-22 and R-206-22 remain applicable and are not in need of modification.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Farmington Hills that Resolution R-152-22, as amended by Resolution R-206-22, is hereby further amended to: (a) extend the temporary moratorium established thereunder for an additional Ninety (90) days; and (b) any references to a ninety (90) day moratorium shall include the extended time periods added by Resolution R-206-22 and this Resolution.

AGENDA
CITY COUNCIL MEETING
NOVEMBER 27, 2023 – 7:30PM
CITY OF FARMINGTON HILLS
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
Telephone: 248-871-2410 Website: www.fhgov.com
Cable TV: Spectrum – Channel 203; AT&T – Channel 99
YouTube Channel: <https://www.youtube.com/user/FHChannel8>

REQUESTS TO SPEAK: Anyone requesting to speak before Council on any agenda item other than an advertised public hearing issue must complete and turn in to the City Clerk a blue, Public Participation Registration Form (located in the wall rack by the south door entering the council chambers).

REGULAR SESSION MEETING BEGINS AT 7:30P.M. IN THE CITY COUNCIL CHAMBER

STUDY SESSION (6:00 P.M. Community Room– See Separate Agenda)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Oath of Office to Mayor and Council Members elected on November 7, 2023
2. Approval of regular session meeting agenda
3. Introduction of new Assistant City Manager Karen Mondora
4. Emergency Preparedness Commission Tip of the Month

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 7 - 21)

All items listed under Consent Agenda are considered routine, administrative, or non-controversial by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council Member or citizen so requests, in which event the items may be removed from the Consent Agenda for consideration.

CONSENT AGENDA ITEMS FOR DISCUSSION

PUBLIC QUESTIONS AND COMMENTS

Limited to five (5) minutes for any item of City business not on the agenda.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

PUBLIC HEARING:

5. Public hearing and consideration of [Planned Unit Development 1, 2023](#) located at 29905, 29915 and 29845 Thirteen Mile Road.

NEW BUSINESS:

6. Consideration of approval of the [City Clerk Employment Agreement](#).

CONSENT AGENDA:

7. Recommended approval of Oakland County Information Technology Services Interlocal Agreement and Resolution. [CMR 11-23-117](#)
8. Recommended approval of extension of bid for as needed architectural maintenance, repairs and renovations to Allied Building Services for the duration of the contract which will expire on November 30, 2025. [CMR 11-23-118](#)
9. Recommended approval of purchase of Medical Use Oxygen to Matheson Tri-Gas, Inc., in the amount of \$31,000. [CMR 11-23-119](#)
10. Recommended approval of award of bid for a heavy-duty pipe trailer to Jack Doheny Company in the amount of \$29,950. [CMR 11-23-120](#)
11. Recommended approval of award of bid for the 2023 Dirt and Debris Hauling Program to GFL Environmental in the amount of \$50,000 per year, with possible extensions. [CMR 11-23-121](#)
12. Recommended approval of award of bid for Costick Center Janitorial Services to Wilkins Pro Clean, Inc. in the amount of \$18,018 per year with optional renewal. [CMR 11-23-122](#)
13. Recommended approval of award of proposal for fire alarm and/or suppression systems inspection, testing and maintenance with Shambaugh & Sons L.P. in the amount of \$10,305 per year for a period of one year with optional renewal, and purchase and installation of fire alarm and suppression systems to Shambaugh & Sons L.P. for a period of one year with optional renewal. [CMR 11-23-123](#)
14. Recommended approval of award of bid for roof replacement for the Police Department including ancillary materials to Royal Roofing Co., Inc. in the amount of \$228,850, and award of purchase of roofing supplies, inspection and project management to The Garland Company, Inc. in the amount of \$248,074.12. [CMR 11-23-124](#)
15. Recommended approval of request for employment under Section 10.01A of the City Charter for a [Building Assistant](#).
16. Recommended approval of request for employment under Section 10.01A of the City Charter for a [Gymnasium Coordinator](#).
17. Recommended approval of request for employment under Section 10.01A of the City Charter for a [DPW Seasonal Laborer](#).
18. Recommended approval of city council [study session meeting minutes](#) of October 23, 2023.
19. Recommended approval of city council [regular session meeting minutes](#) of October 23, 2023.
20. Recommended approval of city council [study session meeting minutes](#) of November 13, 2023.
21. Recommended approval of city council [regular session meeting minutes](#) of November 13, 2023.

ADDITIONS TO AGENDA

ADJOURNMENT

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-871-2410 at least two (2) business days prior to the meeting, wherein necessary arrangements/ accommodations will be made.



Inter-Office Correspondence

DATE: November 27, 2023

TO: Gary Mekjian, City Manager

FROM: Charmaine Kettler-Schmult, Director of Planning and Community Development

SUBJECT: Planned Unit Development (“PUD”) 1, 2023

Applicant: Martin Manna

Owner: Chaldean Community Foundation

Sidwell: 22-23-11-201-004, 005, and 006

Zoning: RA-1, One Family Residential

Master Plan: Single-Family Residential (Special Residential Planning Area No.1)

Location: 29905, 29915, and 29845 Thirteen Mile Road

Description:

The applicant has submitted for City Council consideration proposed **PUD Plan 1, 2023**, which seeks to permit the construction of a multiple-family apartment development on three (3) parcels totaling approximately 5.98 acres in area on the south side of Thirteen Mile Road, just west of Middlebelt Road. Accessed via a single curb cut on Thirteen Mile Road, the development proposes one-hundred (100) apartment units across five (5) buildings containing twenty (20) units each situated around a park area.

Please see Giffels Webster’s review **attached** for a detailed review of the plans and accounting of the deviations from the Zoning Ordinance sought.

Procedural Background:

- June 15, 2023 – Planning Commission passes motion (8-1) qualifying application for PUD Option
- July 20, 2023 – Planning Commission unanimously passes motion setting application for public hearing for August 17, 2023
- August 17, 2023 – Following a public hearing, Planning Commission passes motion (6-2) postponing application to date uncertain

- September 21, 2023 – Planning Commission holds Study Session on application, which was an open meeting in compliance with Michigan law
- October 26, 2023 – Planning Commission passes motion (6-3) recommending *denial* of application to City Council
- November 13, 2023 – City Council holds Study Session on application, which was an open meeting in compliance with Michigan law

Summary of Zoning Deviations Sought:

- Permit multiple-family residential at a density of two-hundred-and-forty (240) rooms consistent with the RC-3, One Family Residential zoning district in which up to two-hundred-and-forty-eight (248) rooms are permitted.
- Permit one-hundred-and-sixty-nine (169) parking spaces where two-hundred (200) spaces are required.
- Permit a building height of thirty-five (35) feet and five (5) inches for each of the five (5) buildings where thirty (30) feet is the maximum height permitted.

Department Authorization by: Charmaine Kettler-Schmult, Director of Planning and Community Development

Prepared by: Erik Perdonik, City Planner

Attachments:

- [PUD Plan 1, 2023](#)
- [Giffels Webster’s review, dated July 31, 2023](#)
- [Engineering Division review, dated July 7, 2023](#)
- [Environmental review, dated July 13, 2023](#)
- [Fire Department review, dated June 6, 2023](#)
- [June 15, 2023, Planning Commission meeting minutes](#)
- [July 20, 2023, Planning Commission meeting minutes](#)
- [August 17, 2023, Planning Commission meeting minutes](#)
- [September 21, 2023, Planning Commission meeting minutes](#)
- [October 26, 2023, Planning Commission meeting minutes](#)
- [November 13, 2023, City Council meeting minutes](#)
- [Public Notice](#)

Owner / Developer

CHALDEAN COMMUNITY FOUNDATION
3601 15 Mile Road
Sterling Heights, MI 48310
Tel. (586) 772-7253

CONTACT: Martin Manna

Architect

ALEXANDER V. BOGARTS & ASSOCIATES
2445 Franklin Road
Bloomfield Hills, MI 48302
Tel. (248) 334-5000 x 223

CONTACT: Mark Albanatha

Civil Engineer

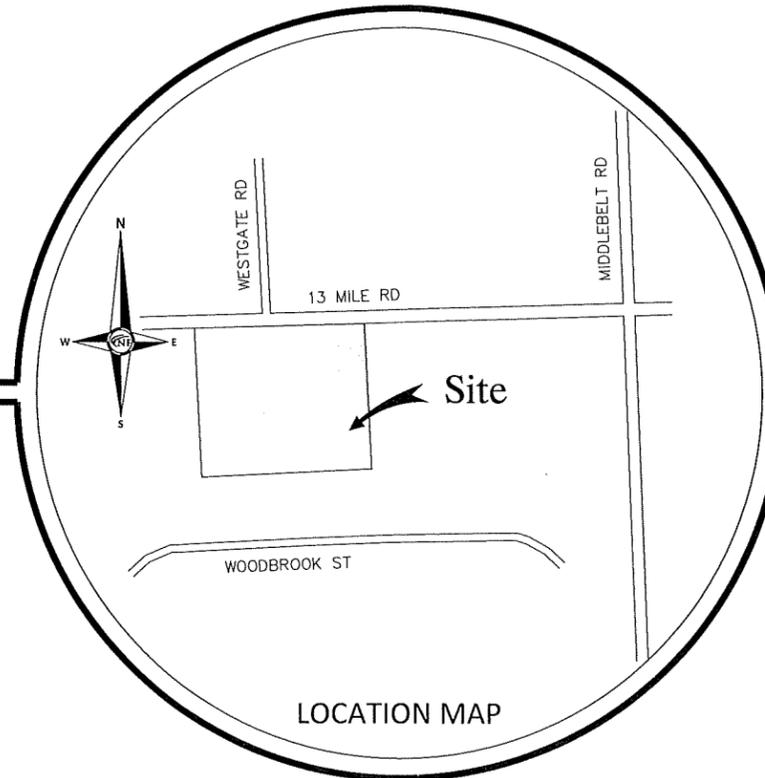
NOWAK & FRAUS ENGINEERS
46777 Woodward Ave.
Pontiac, MI 48342-5032
Tel. (248) 332-7931
Fax. (248) 332-8257

CONTACT: Patrick J. Williams, P.E.

City of Farmington Hills,
Oakland County, Michigan
PUD SUBMITTAL
Prepared For
Chaldean Community Foundation
PART OF THE NE 1/4 OF SECTION 11, T.1N., R.9E.,
CITY OF FARMINGTON HILLS,
OAKLAND COUNTY, MICHIGAN

SHEET INDEX

- SP00 Cover Sheet
- SP01 Boundary - Topographic Survey Plan
- SP02 Tree List
- SP03 General Site Plan
- SP04 Paving-Grading Plan
- SP05 Utility Plan



LOCATION MAP

LEGAL DESCRIPTION

LAND IN THE CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PARCEL 1:
TOWN 1 NORTH, RANGE 9 EAST, SECTION 11, PART OF THE NORTHEAST 1/4 BEGINNING AT A POINT DISTANT EAST 509.89 FEET FROM THE NORTH 1/4 CORNER; THENCE SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST 513.20 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS EAST 148.61 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS WEST 513.56 FEET; THENCE WEST 148.61 FEET TO BEGINNING.

TAX ID NO. 23-11-201-004

PARCEL 2:
PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEGINNING AT A POINT DISTANT EAST 658.50 FEET FROM THE NORTH 1/4 CORNER; THENCE EAST 191 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST 513.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 191 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS WEST 513.56 FEET TO BEGINNING.

TAX ID NO. 23-11-201-005

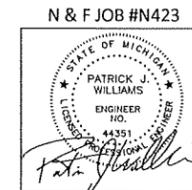
PARCEL 3:
THE WEST 1/2 OF THE FOLLOWING DESCRIBED PREMISES: PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 9 EAST, MICHIGAN; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SAID SECTION 11; THENCE DUE EAST ALONG THE CENTERLINE OF THIRTEEN MILE ROAD, A DISTANCE OF 849.50 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DUE EAST ALONG THE CENTERLINE OF THIRTEEN MILE ROAD, A DISTANCE OF 338.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 514.90 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 10 SECONDS WEST, A DISTANCE OF 333.38 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 513.78 FEET TO THE POINT OF BEGINNING.

TAX ID NO. 23-11-201-006

REVISIONS:
06-16-23 ISSUED FOR PUD REVIEW

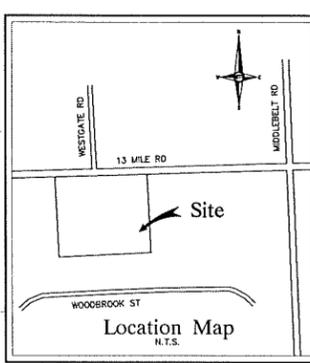
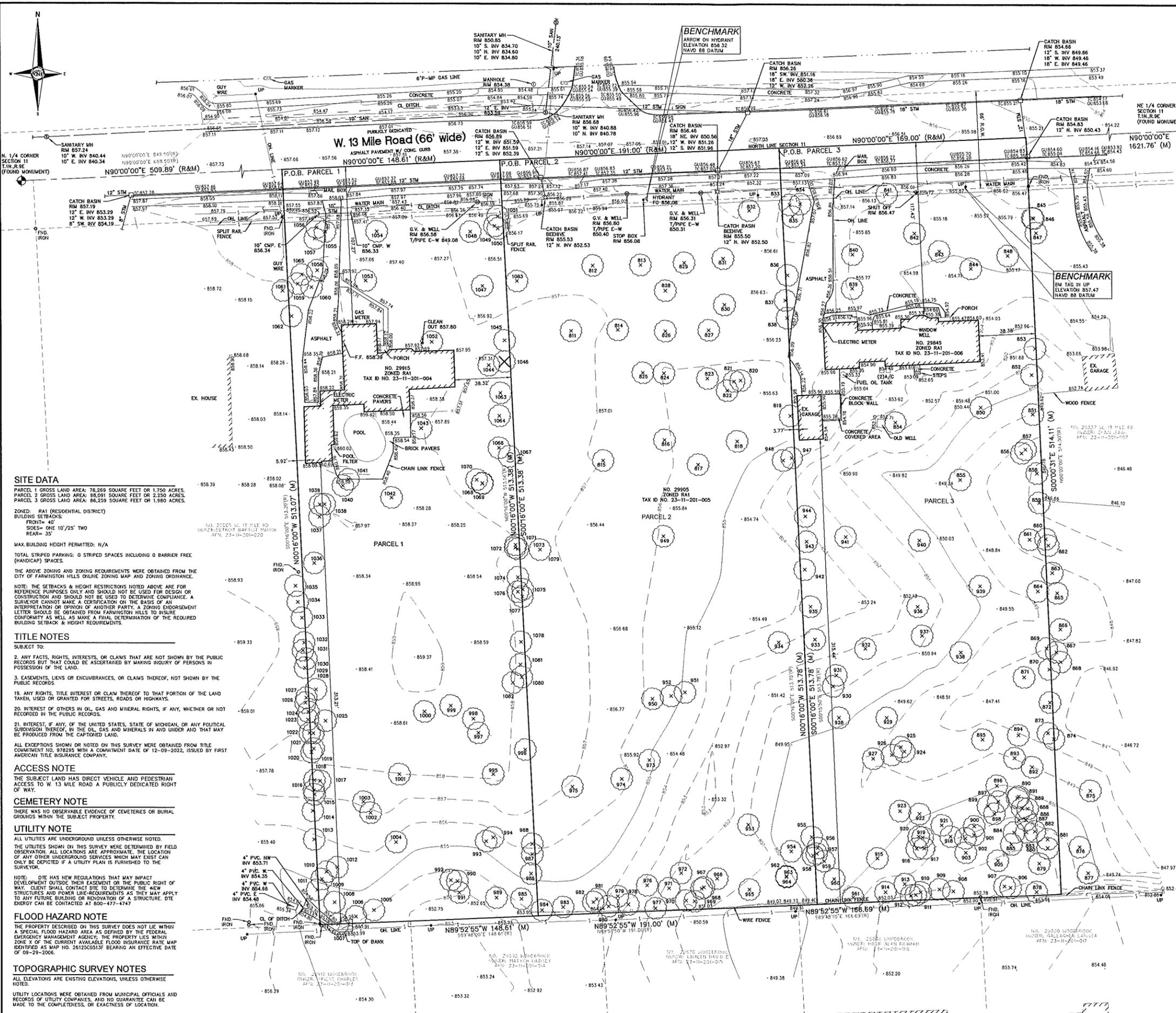
Project Name

29845/ 29905/ 29915
W. 13 Mile Road



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NFE-ENGR.COM



LEGAL DESCRIPTION

LAND IN THE CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MI, DESCRIBED AS FOLLOWS:

PARCEL 1: TOWN 1 NORTH, RANGE 9 EAST, SECTION 11, PART OF THE NORTHEAST 1/4 BEGINNING AT A POINT DISTANT EAST 509.89 FEET FROM THE NORTH 1/4 CORNER, THENCE SOUTH 00 DEGREES 16 MINUTES 00 SECONDS EAST 513.20 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 00 SECONDS EAST 513.78 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 00 SECONDS WEST 513.96 FEET; THENCE WEST 148.61 FEET TO BEGINNING.

TAX ID NO. 23-11-201-004

PARCEL 2: PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 9 EAST, CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEGINNING AT A POINT DISTANT EAST 658.50 FEET FROM THE NORTH 1/4 CORNER, THENCE EAST 191 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 00 SECONDS EAST 513.78 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 513.56 FEET TO BEGINNING.

TAX ID NO. 23-11-201-005

PARCEL 3: THE WEST 1/2 OF THE FOLLOWING DESCRIBED PREMISES: PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWN 1 NORTH, RANGE 9 EAST, MICHIGAN, BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SAID SECTION 11; THENCE DUE EAST ALONG THE CENTERLINE OF THIRTEEN MILE ROAD, A DISTANCE OF 849.50 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION; THENCE DUE EAST ALONG THE CENTERLINE OF THIRTEEN MILE ROAD, A DISTANCE OF 338.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST, A DISTANCE OF 514.90 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 10 SECONDS WEST, A DISTANCE OF 333.38 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 513.78 FEET TO THE POINT OF BEGINNING.

TAX ID NO. 23-11-201-006

BASIS OF BEARING NOTE

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BY THE RECORD LEGAL DESCRIPTION.

TABLE NOTES

STREET ADDRESS IS 29915, 29905 AND 29845 W 13 MILE ROAD, FARMINGTON HILLS, MI 48334

11(B): A MISS DIG TICKET NUMBER 2023022100909, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED ON 3/22/2023. THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

16: THERE WAS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

17: THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES AVAILABLE FROM THE CONTROLLING JURISDICTION.

17: THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

18: IMPROVEMENTS WITHIN OFFSITE EASEMENTS OR SERVICED AREAS AS PROVIDED BY THE TITLE COMPANY ARE SHOWN WITHIN 25 FEET OF THE SUBJECT LAND ONLY.

OFFSITE IMPROVEMENTS FALL WITHIN OFFSITE EASEMENTS UNLESS OTHERWISE DEPICTED HEREON.

SURVEYORS CERTIFICATION

TO: THE CHALDEAN COMMUNITY FOUNDATION, A MICHIGAN NON-PROFIT CORPORATION
MOBI INVESTMENTS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS TO PARCELS 1 AND 2
MOBI INVESTMENTS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS TO PARCEL 3
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MICHIGAN STANDARD DETAIL REQUIREMENTS FOR ALTA/HPS/LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND HPS, AND INCLUDES ITEMS 2, 3, 4, 5(A), 6(B), 7(A), 7(B), 7(C), 8, 9, 13, 16, AND 17 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 03-15-2023.

KEVIN CHRISTOPHER NAVAROLI, P.S.
NO. 400103503
DATE OF PLAT OR MAP: 03-22-2023
REVISED:

LEGEND

	EXISTING SANITARY SEWER
	EXISTING SAN, CLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	EX. R.Y. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	LIGHT POLE
	SIGN
	EXISTING GAS MAIN

SITE DATA

PARCEL 1 GROSS LAND AREA: 76,269 SQUARE FEET OR 1.750 ACRES.
PARCEL 2 GROSS LAND AREA: 88,091 SQUARE FEET OR 2.000 ACRES.
PARCEL 3 GROSS LAND AREA: 86,259 SQUARE FEET OR 1.980 ACRES.

ZONED: R1 (RESIDENTIAL DISTRICT)

BUILDING SETBACKS:
FRONT: 40'
SIDES: ONE 10'/25' TWO
REAR: 35'

MAX. BUILDING HEIGHT PERMITTED: 11/4

TOTAL STRIPED PARKING: 0 STRIPED SPACES INCLUDING 0 BARRIER FREE (HANDICAP) SPACES.

THE ABOVE ZONING AND ZONING REQUIREMENTS WERE OBTAINED FROM THE CITY OF FARMINGTON HILLS ONLINE ZONING MAP AND ZONING ORDINANCE.

NOTE: THE SETBACKS & HEIGHT RESTRICTIONS NOTED ABOVE ARE FOR REFERENCE PURPOSES ONLY AND SHOULD NOT BE USED FOR DESIGN OR CONSTRUCTION AND SHOULD NOT BE USED TO DETERMINE COMPLIANCE. A SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION OR OPINION OF ANOTHER PARTY. A ZONING ENFORCEMENT LETTER SHOULD BE OBTAINED FROM FARMINGTON HILLS TO INSURE CONFORMITY AS WELL AS MAKE A FINAL DETERMINATION OF THE REQUIRED BUILDING SETBACK & HEIGHT REQUIREMENTS.

TITLE NOTES

SUBJECT TO:

2. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY MAKING INQUIRY OF PERSONS IN POSSESSION OF THE LAND.
3. EASEMENTS, LEASES OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS.
19. ANY RIGHTS, TITLE INTEREST OR CLAIM THEREOF TO THAT PORTION OF THE LAND TAKEN, USED OR GRANTED FOR STREETS, ROADS OR HIGHWAYS.
20. INTEREST OF OTHERS IN OIL, GAS AND MINERAL RIGHTS, IF ANY, WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS.
21. INTEREST, IF ANY, OF THE UNITED STATES, STATE OF MICHIGAN, OR ANY POLITICAL SUBDIVISION THEREOF, IN THE OIL, GAS AND MINERALS IN AND UNDER AND THAT MAY BE PRODUCED FROM THE CAPTURED LAND.

ALL EXCEPTIONS SHOWN OR NOTED ON THIS SURVEY WERE OBTAINED FROM TITLE COMMITMENT NO. 978295 WITH A COMMITMENT DATE OF 12-09-2022, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

ACCESS NOTE

THE SUBJECT LAND HAS DIRECT VEHICLE AND PEDESTRIAN ACCESS TO W 13 MILE ROAD A PUBLICLY DEDICATED RIGHT OF WAY.

CEMETERY NOTE

THERE WAS NO OBSERVABLE EVIDENCE OF CEMETERIES OR BURIAL GROUNDS WITHIN THE SUBJECT PROPERTY.

UTILITY NOTE

ALL UTILITIES ARE UNDERGROUND UNLESS OTHERWISE NOTED.

THE UTILITIES SHOWN ON THIS SURVEY WERE DETERMINED BY FIELD OBSERVATION. ALL LOCATIONS ARE APPROXIMATE. THE LOCATION OF ANY OTHER UNDERGROUND SERVICES WHICH MAY EXIST CAN ONLY BE DEPICTED IF A UTILITY PLAN IS FURNISHED TO THE SURVEYOR.

NOTE: DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE NEW STRUCTURES AND POWER LINE REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747

FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY IS WITHIN ZONE X OF THE CURRENT AVAILABLE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C05157 BEARING AN EFFECTIVE DATE OF 09-29-2006.

TOPOGRAPHIC SURVEY NOTES

ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.

UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS OR EXACTNESS OF LOCATION.

CF ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
4677 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

SEAL

PROJECT

29845 / 29905 / 29915
W. 13 Mile Road

CLIENT

Chaldean Community
Foundation
3601 15 Mile Road
Sterling Heights, MI 48310
Tel. (586) 772-7253

CONTACT: Martin Manna

PROJECT LOCATION

Part of the NE 1/4
of Section 11,
T. 1N., R. 9E.,
City of Farmington Hills
Oakland County, Michigan

SHEET

Boundary - Topographic
Survey Plan

DATE	ISSUED/REVISED
06-16-23	ISSUED FOR PUD REVIEW

DRAWN BY:
D. McConkey

DESIGNED BY:
K. Navaroli

APPROVED BY:
K. Navaroli

DATE:
May 4, 2023

SCALE: 1" = 30'

30 15 0 15 30 45

N/E/EJOB NO. SHEET NO.
N423-01 SP01



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS

4677 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

PROJECT
29845 / 29905 / 29915
W. 13 Mile Road

CLIENT
Chaldean Community
Foundation
3601 15 Mile Road
Sterling Heights, MI 48310
Tel. (586) 772-7253

CONTACT: Martin Manna

PROJECT LOCATION
Part of the NE 1/4
of Section 11
T.1N., R.9E.,
City of Farmington Hills
Oakland County, Michigan

SHEET
Tree List



DATE ISSUED/REVISED
06-16-23 ISSUED FOR PUD REVIEW

DRAWN BY:
D. McConkey

DESIGNED BY:

APPROVED BY:
K. Navaroli

DATE:
May 4, 2023

SCALE: N.T.S.

NFE JOB NO. SHEET NO.
N423-01 SP02

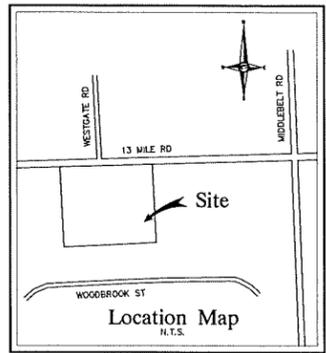
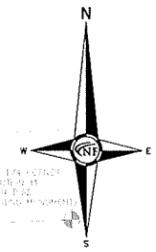
Table with columns: Tree Tag, Common Name, Scientific Name, DBH, Height, Diameter at Breast, Condition, etc. Contains tree inventory data for various species like Blue Spruce, White Pine, Silver Maple, etc.

Table with columns: Tree Tag, Common Name, Scientific Name, DBH, Height, Diameter at Breast, Condition, etc. Contains tree inventory data for various species like Sugar Maple, Wild Black Cherry, Norway Spruce, etc.

Total Number of Trees: 273
Total DBH (all live trees): 4028.7 347.8 99.6 42.5 10.3
Total DBH (all healthy trees): 3985.1
Submitted February 15, 2023
Collected and Certified by: [Signature]
Reviewed by: [Signature]

Shane Jennings, Arborist/Ecologist
ISA Certified Arborist MI-4528A
ISA Environmental
Jennimah Roth, Wetland Ecologist/Arborist
ISA Certified Arborist OH-6162A
ISA Environmental

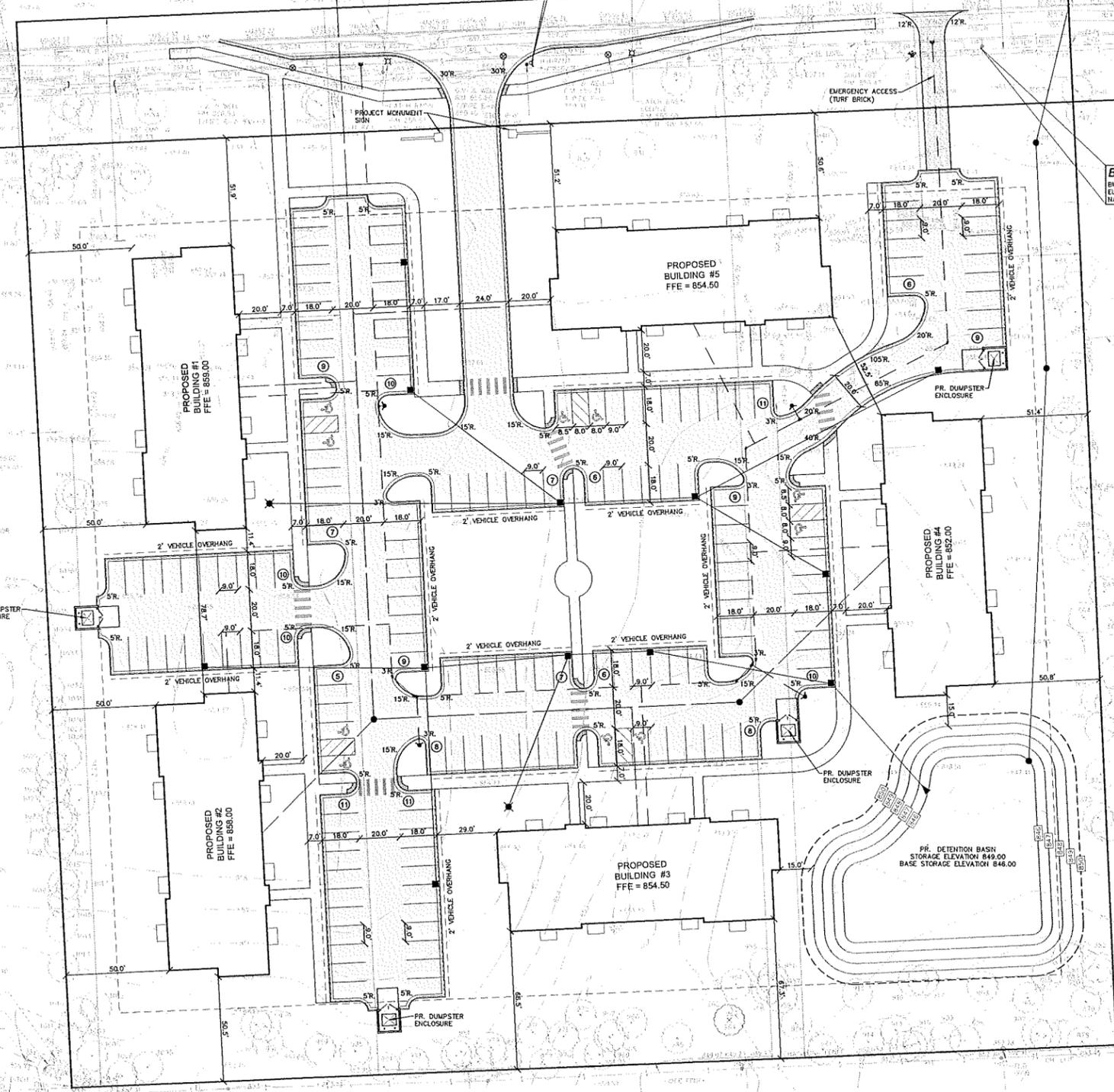
BENCHMARK
ARROW ON HYDRANT
ELEVATION 858.32
NAVD 88 DATUM



**CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS**

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

W. 13 Mile Road (66' wide)



SITE DATA

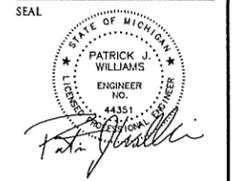
SITE AREA	260,619.00 SFT. OR 5.983 ACRES
GROSS	230,111.72 SFT. OR 5.283 ACRES
NET	
ZONING	RA1 (RESIDENTIAL DISTRICT)
EXISTING	
PARKING PROVIDED	169 SPACES PROVIDED INCLUDING 10 BARRIER FREE SPACES
SITE AREA	230,111.72 SFT. 100.0%
BUILDING FOOTPRINT	31,368.40 SFT. 13.6%
PARKING & DRIVES	75,151.91 SFT. 33.1%
OPEN SPACE	122,691.41 SFT. 53.3%
SETBACK REQUIREMENTS	REQUIRED PROVIDED
FRONT:	40' (R.O.P.) 50.0' (NORTH)
SIDE:	10'/25' (WEST/EAST) 50'/50.0' (WEST/EAST)
REAR:	35' (SOUTH) 50.5' (SOUTH)

PAVING LEGEND

	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT

LEGEND

	MANHOLE		EXISTING SANITARY SEWER
	HYDRANT		SAN. CLEAN OUT
	MANHOLE CATCH BASIN		EXISTING WATERMAIN
	UTILITY POLE		EXISTING STORM SEWER
	GUY POLE		EX. R. Y. CATCH BASIN
	GUY WIRE		EXISTING BURIED CABLES
	C.O.		OVERHEAD LINES
	MANHOLE		LIGHT POLE
	HYDRANT		SGN
	INLET		EXISTING GAS MAIN
	C.B.		PR. SANITARY SEWER
	MANHOLE		PR. WATER MAIN
			PR. STORM SEWER
			PR. R. Y. CATCH BASIN
			PROPOSED LIGHT POLE



PROJECT
29845 / 29905 / 29915
W. 13 Mile Road

CLIENT
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CONTACT: Martin Manna

PROJECT LOCATION
Part of the NE 1/4
of Section 11
T.1N., R.9E.,
City of Farmington Hills
Oakland County, Michigan

SHEET
General Site Plan



Know what's below
Call before you dig.

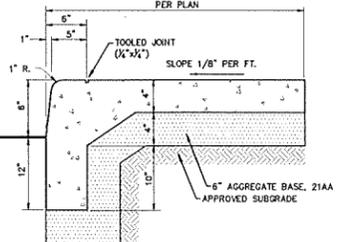
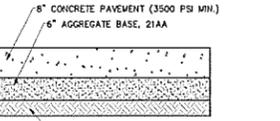
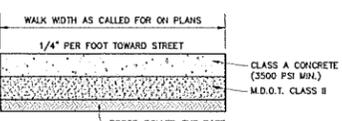
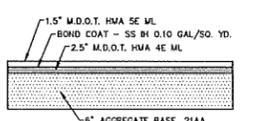
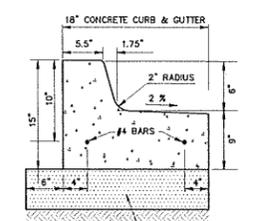
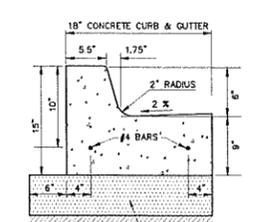
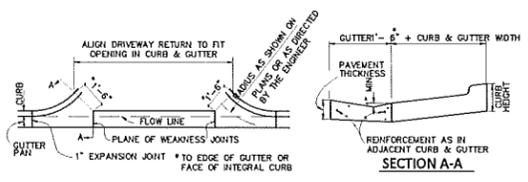
DATE ISSUED/REVISED
06-16-23 ISSUED FOR PUD REVIEW

DRAWN BY:
J. Lawrey
DESIGNED BY:
A. Eizember
APPROVED BY:
P. Williams

DATE:
May 4, 2023

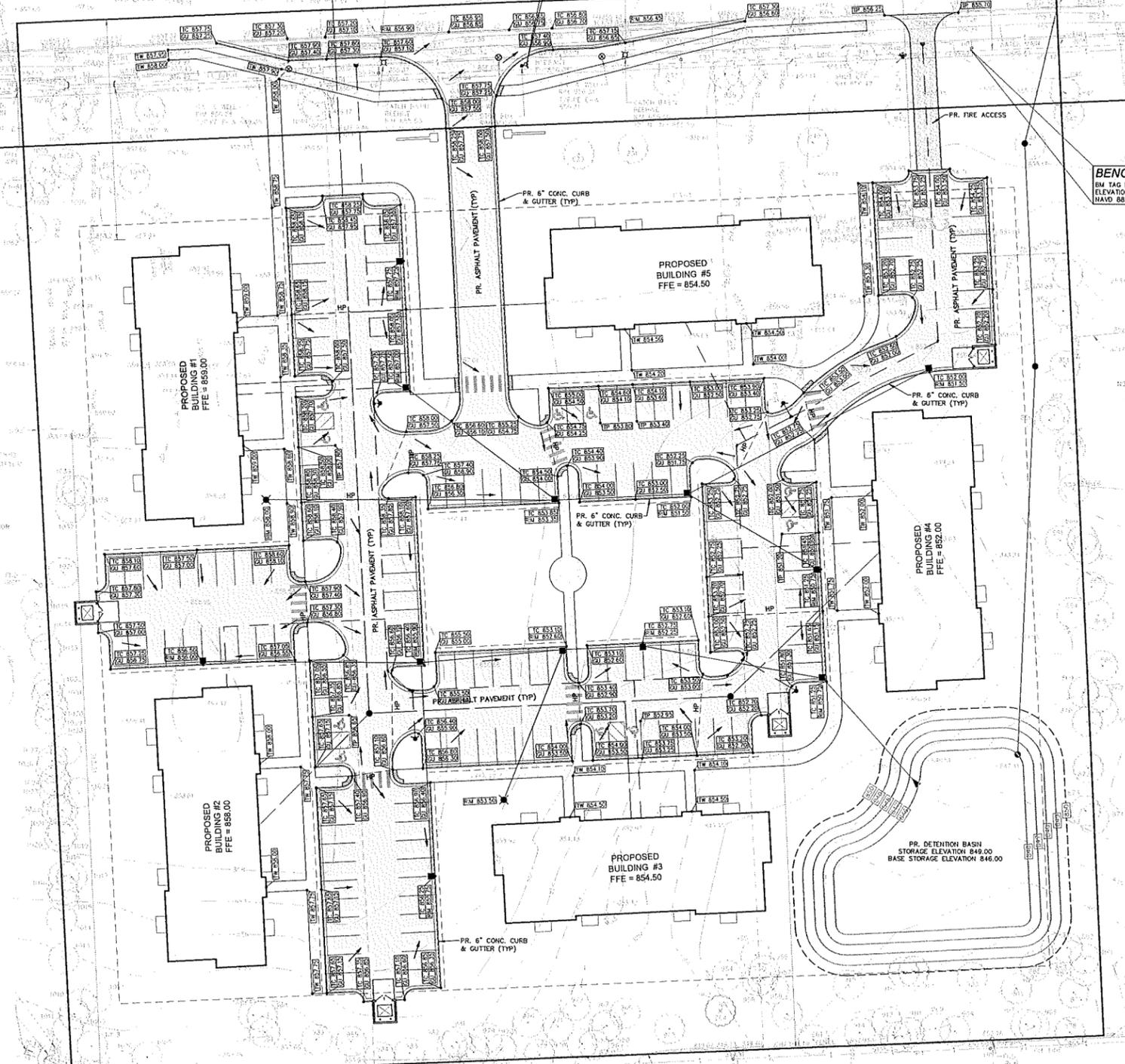
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NFE JOB NO. SHEET NO.
N423-01 SP03



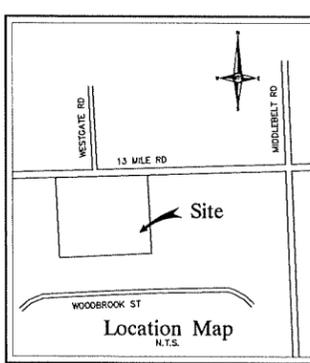
6" MONOLITHIC CURB AND WALK
N.T.S.

W. 13 Mile Road (66' wide)



BENCHMARK
ARROW ON HYDRANT
ELEVATION 858.32
NAVD 88 DATUM

BENCHMARK
BM TAG IN UP
ELEVATION 857.47
NAVD 88 DATUM



GENERAL PAVING NOTES

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE: PORTLAND CEMENT TYPE I (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MAXIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE HMA, 4C ML; SURFACE COURSE - MDOT BITUMINOUS MIXTURE HMA, 2E ML; BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD.

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-5164.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMP, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.

EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

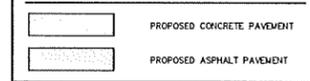
EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.

SIDEWALK RAMP, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

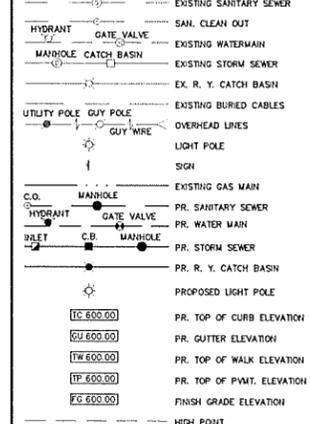
ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.

FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.

PAVING LEGEND



LEGEND



NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM



PROJECT
29845 / 29905 / 29915
W. 13 Mile Road

CLIENT
Chaldean Community
Foundation
3601 15 Mile Road
Sterling Heights, MI 48310
Tel. (586) 772-7253

CONTACT: Martin Manna

PROJECT LOCATION
Part of the NE 1/4
of Section 11
T.1N., R.9E.,
City of Farmington Hills
Oakland County, Michigan

SHEET
Paving-Grading Plan

811
Know what's below
Call before you dig.

DATE ISSUED/REVISED
06-16-23 ISSUED FOR PUD REVIEW

DRAWN BY:
J. Lawrey
DESIGNED BY:
A. Eizember
APPROVED BY:
P. Williams

DATE:
May 4, 2023

SCALE: 1" = 30'
30 15 0 15 30 45

NFE JOB NO. SHEET NO.
N423-01 SP04





PROPOSED MULTI-FAMILY DEVELOPMENT

CHALDEAN COMMUNITY FOUNDATION

FARMINGTON HILLS, MI

OWNERS:

CHALDEAN COMMUNITY FOUNDATION
FARMINGTON HILLS, MICHIGAN

ARCHITECT:

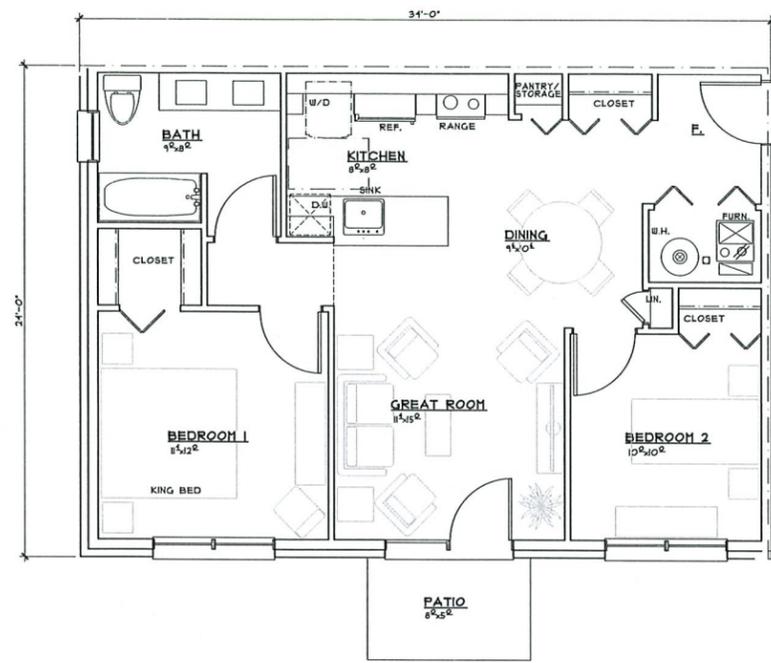
ALEXANDER V. BOGAERTS + ASSOCIATES, P.C.
2445 FRANKLIN ROAD
BLOOMFIELD HILLS, MI 48302
248.334.5000 (P) 248.334.0092 (F)



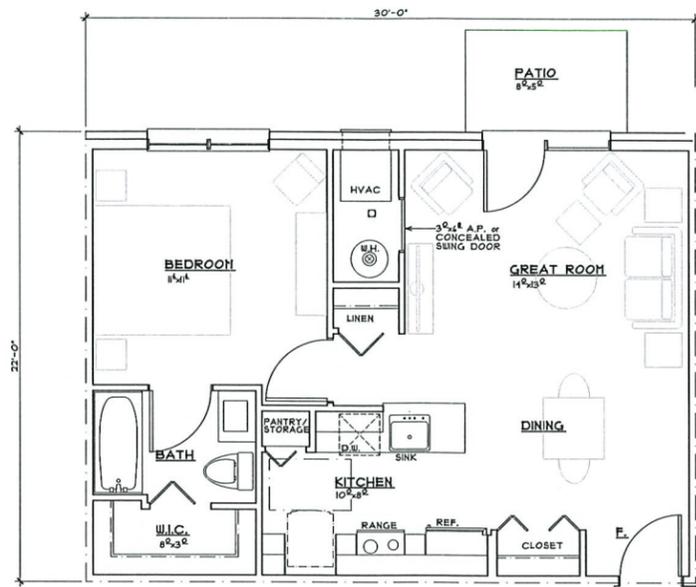
Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design
 2445 Franklin Road
 Bloomfield Hills, MI 48302
 248 • 334 • 5000

SHEET TITLE	TITLE SHEET
CLIENT/PROJECT	PROPOSED MULTI-FAMILY DEVELOPMENT CHALDEAN COMMUNITY FOUNDATION FARMINGTON HILLS, MICHIGAN
REVISIONS	PLO QUALIFICATION 05-18-2023 PLO/FINAL DETERMINATION 06-19-2023
DRAWN BY	AMM
CAD FILENAME	2519_CCF
CHECKED BY	AVB
JOB NUMBER	
DATE	
SHEET NUMBER	T-1

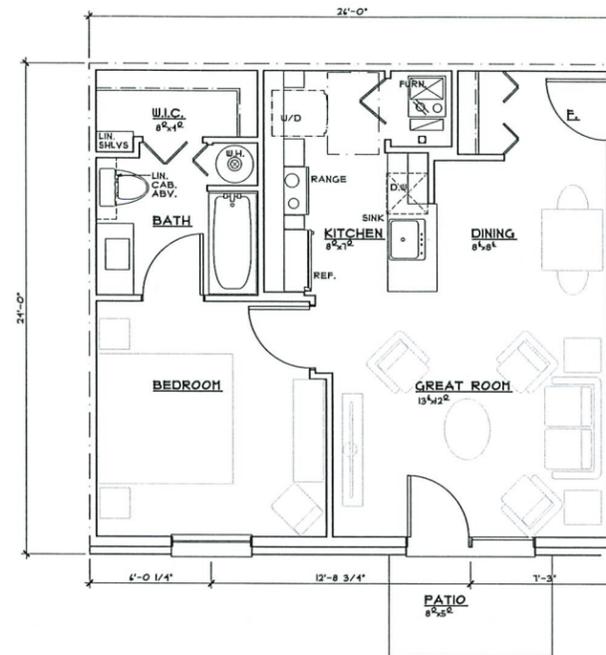
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 BIDS
 PERMITS
 CONSTRUCTION



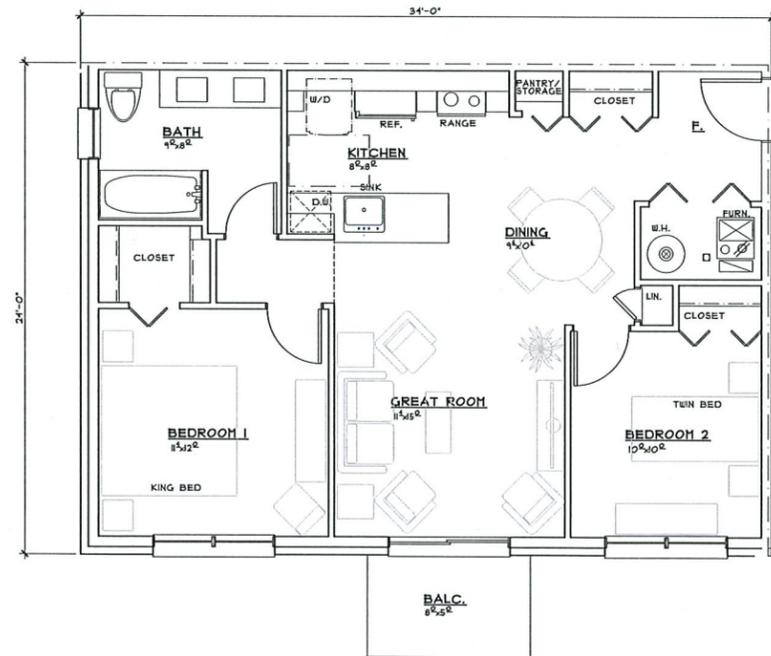
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FIRST FLOOR SCALE: 1/4" = 1'-0"



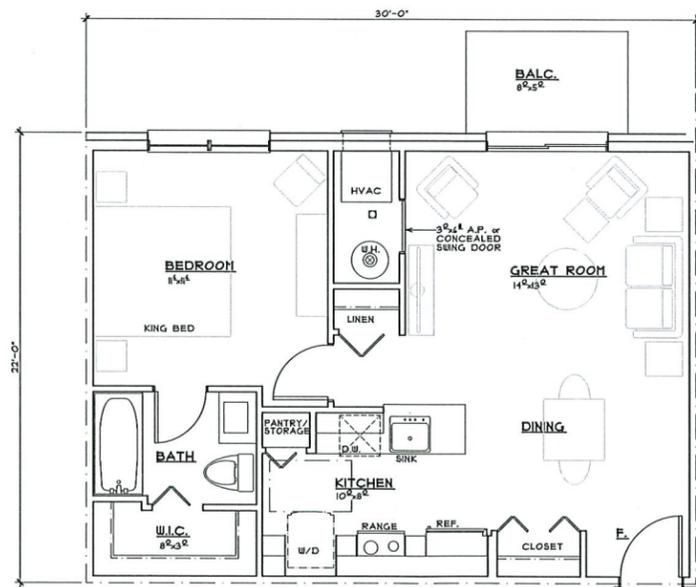
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FIRST FLOOR SCALE: 1/4" = 1'-0"



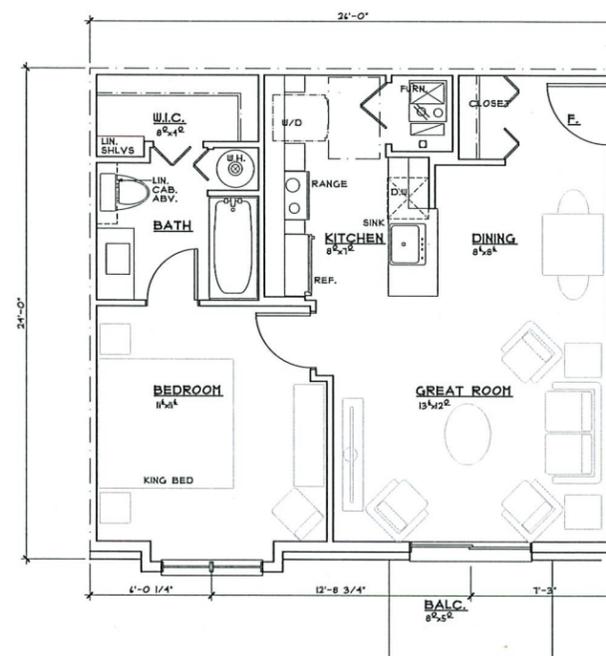
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FIRST FLOOR SCALE: 1/4" = 1'-0"



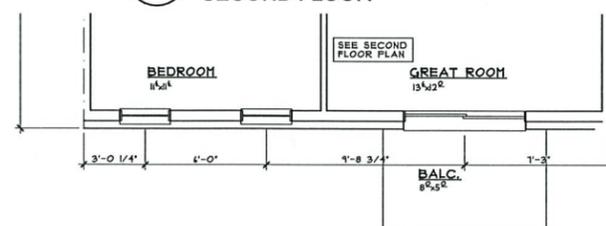
UNIT "C" 2 BR / 1 B / 816 SQ. FT.
SECOND + THIRD FLOOR SCALE: 1/4" = 1'-0"



UNIT "B" 1BR / 1 B / 660 SQ. FT.
SECOND + THIRD FLOOR SCALE: 1/4" = 1'-0"



UNIT "A" 1 BR / 1 B / 624 SQ. FT.
SECOND FLOOR SCALE: 1/4" = 1'-0"



UNIT "A" 1 BR / 1 B / 624 SQ. FT.
THIRD FLOOR SCALE: 1/4" = 1'-0"



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SHEET TITLE: UNIT PLANS
 PRELIMINARY

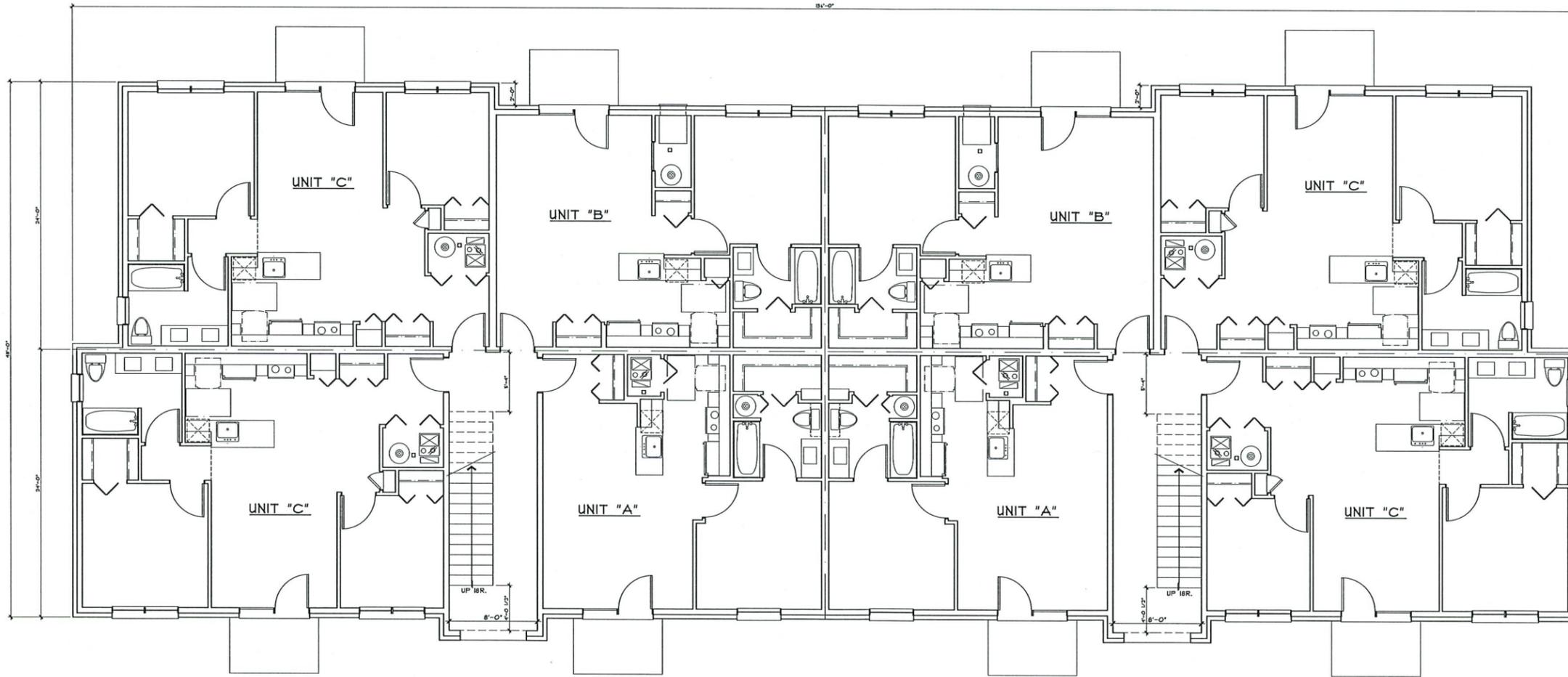
CLIENT/PROJECT: PROPOSED MULTI-FAMILY DEVELOPMENT CHALDEAN COMMUNITY FOUNDATION FARMINGTON HILLS, MICHIGAN

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REVISIONS
 PUB. QUALIFICATION 05-18-2023
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DRAWN BY: AMM
CAD FILENAME: 2519_CCF
CHECKED BY: AVB
JOB NUMBER:
DATE:
SHEET NUMBER: 1



BUILDING PLAN - FIRST FLOOR (6,254 SQ FT)

SCALE: 3/16" = 1'-0"

SQUARE FOOTAGE	
1ST FLOOR	4,254 SQ FT
2ND FLOOR	4,112 SQ FT
3RD FLOOR	2,981 SQ FT
TOTAL	15,347 SQ FT



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CLIENT/PROJECT: PROPOSED MULTI-FAMILY DEVELOPMENT
CHALDEAN COMMUNITY FOUNDATION
FARMINGTON HILLS, MICHIGAN

SHEET TITLE: BUILDING PLAN
PRELIMINARY

DATE: _____
JOB NUMBER: _____
SHEET NUMBER: _____

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DATE: _____
SHEET NUMBER: _____

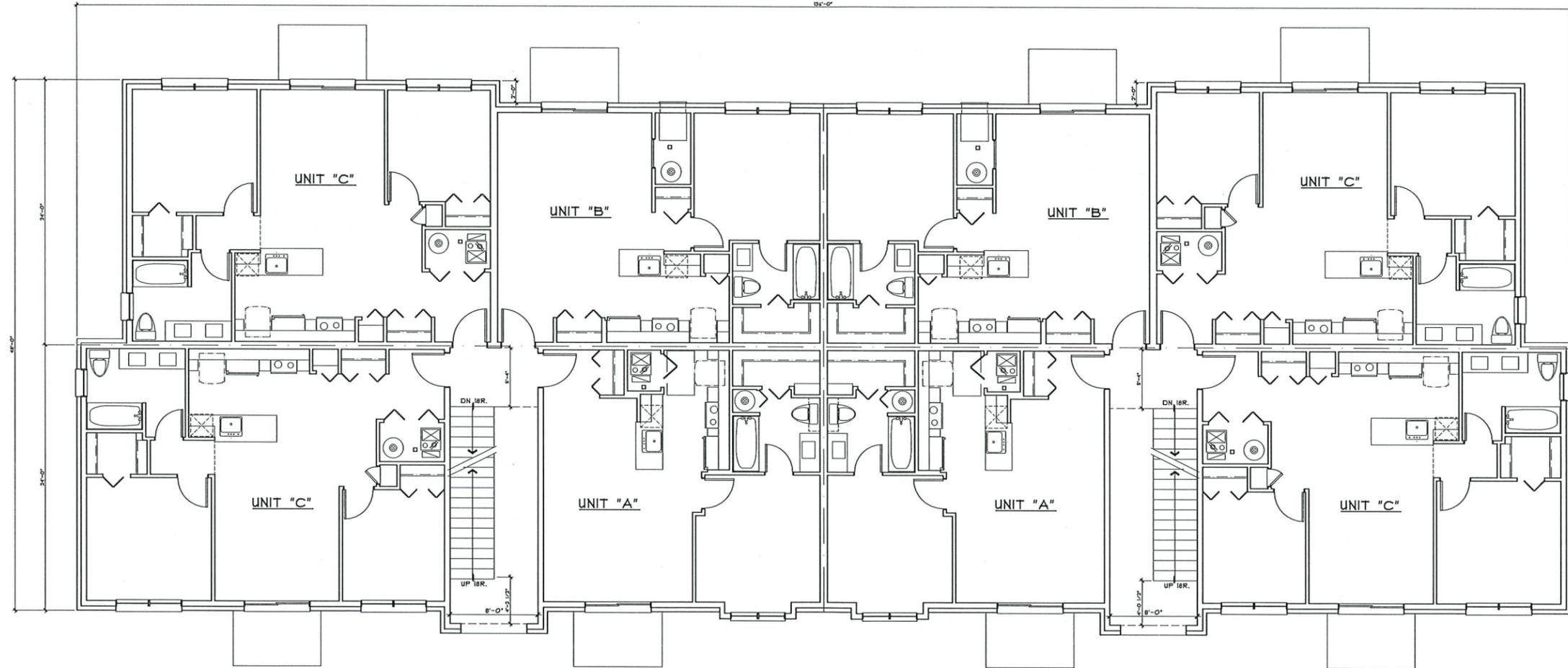
REVISIONS
REV. NO. DATE
05-18-2023
06-19-2023

PERMITS
CONSTRUCTION

PRELIMINARY

BIOS

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BUILDING PLAN - SECOND FLOOR (6,112 SQ FT)

SCALE: 3/16" = 1'-0"



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CLIENT/PROJECT: PROPOSED MULTI-FAMILY DEVELOPMENT
CHALDEAN COMMUNITY FOUNDATION
FARMINGTON HILLS, MICHIGAN

SHEET TITLE: BUILDING PLAN
PRELIMINARY

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PRELIMINARY

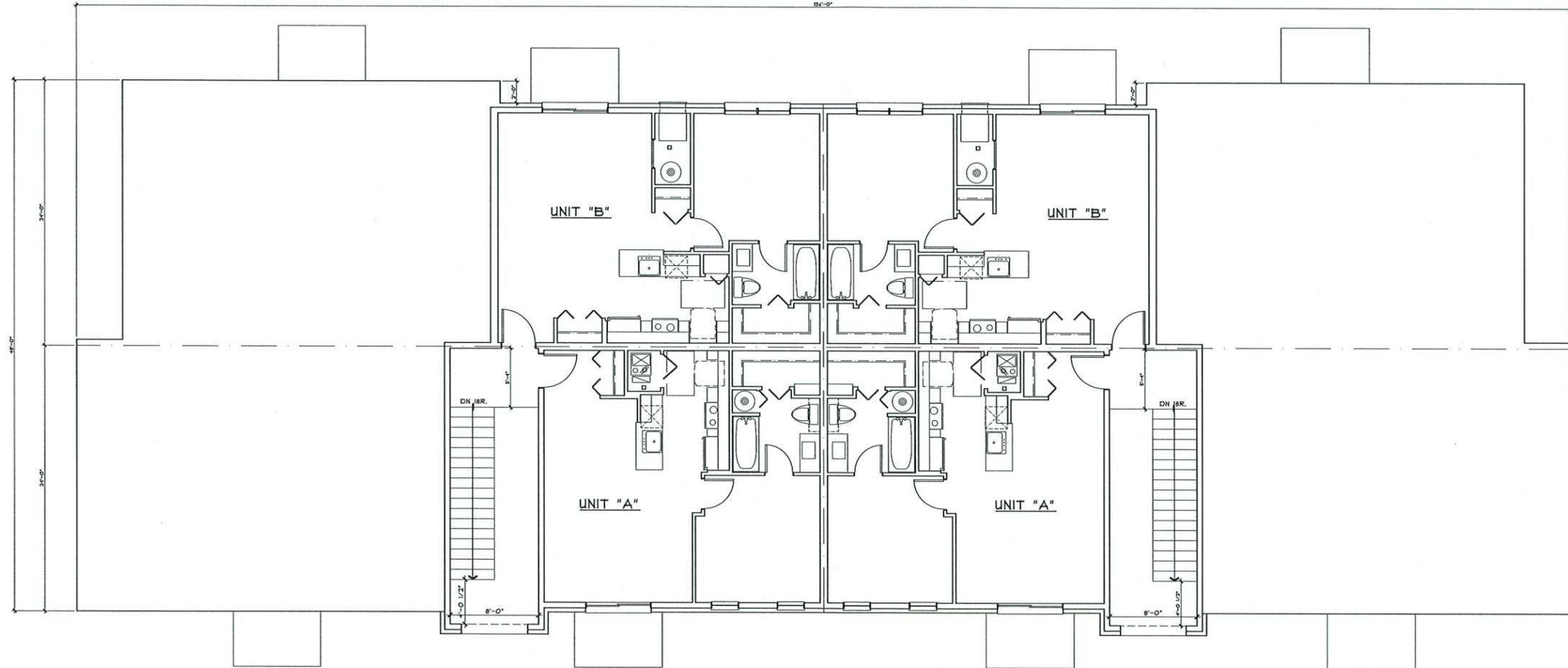
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PERMITS

CONSTRUCTION

REVISIONS:
P/D QUALIFICATION 05-18-2023
P/D/FINAL OR TERMINATION 06-19-2023

DRAWN BY: AMM
CAD FILENAME: 2519_CCF
CHECKED BY: AVB
JOB NUMBER:
DATE:
SHEET NUMBER:



BUILDING PLAN - THIRD FLOOR (2,981 SQ FT)

SCALE: 3/16" = 1'-0"



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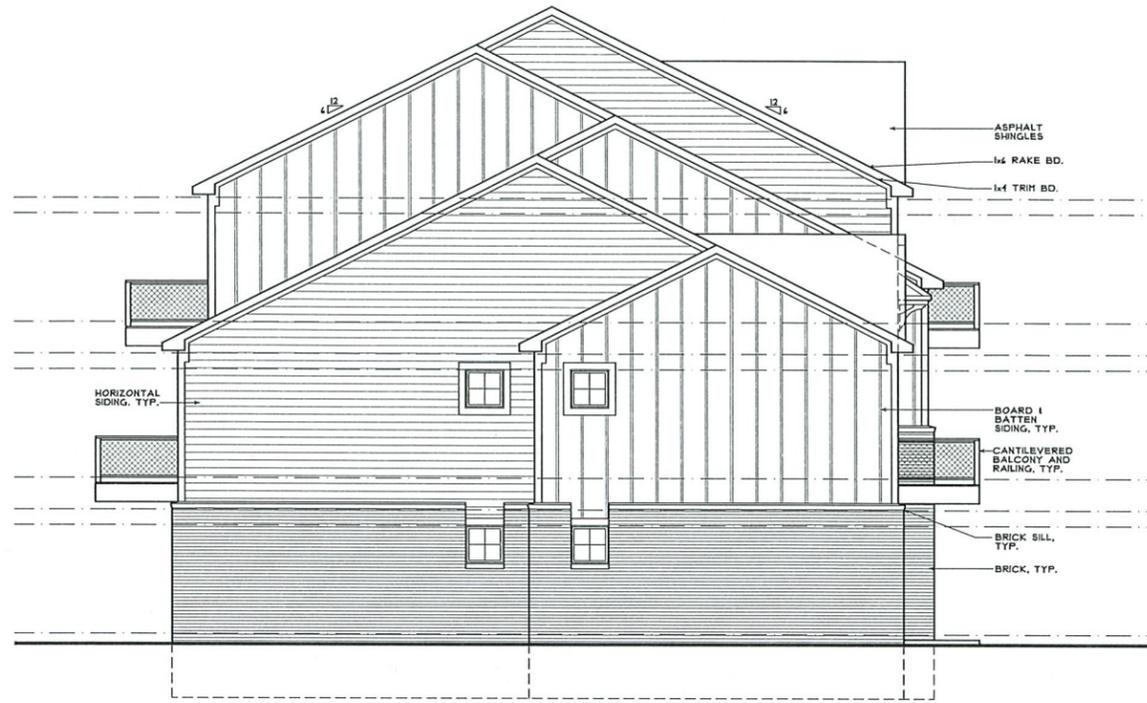
2445 Franklin Road
Bloomfield Hills, MI 48302
248 • 334 • 5000

CLIENT/PROJECT
PROPOSED MULTI-FAMILY DEVELOPMENT
CHALDEAN COMMUNITY FOUNDATION
FARMINGTON HILLS, MICHIGAN

SHEET TITLE
BUILDING PLAN
PRELIMINARY

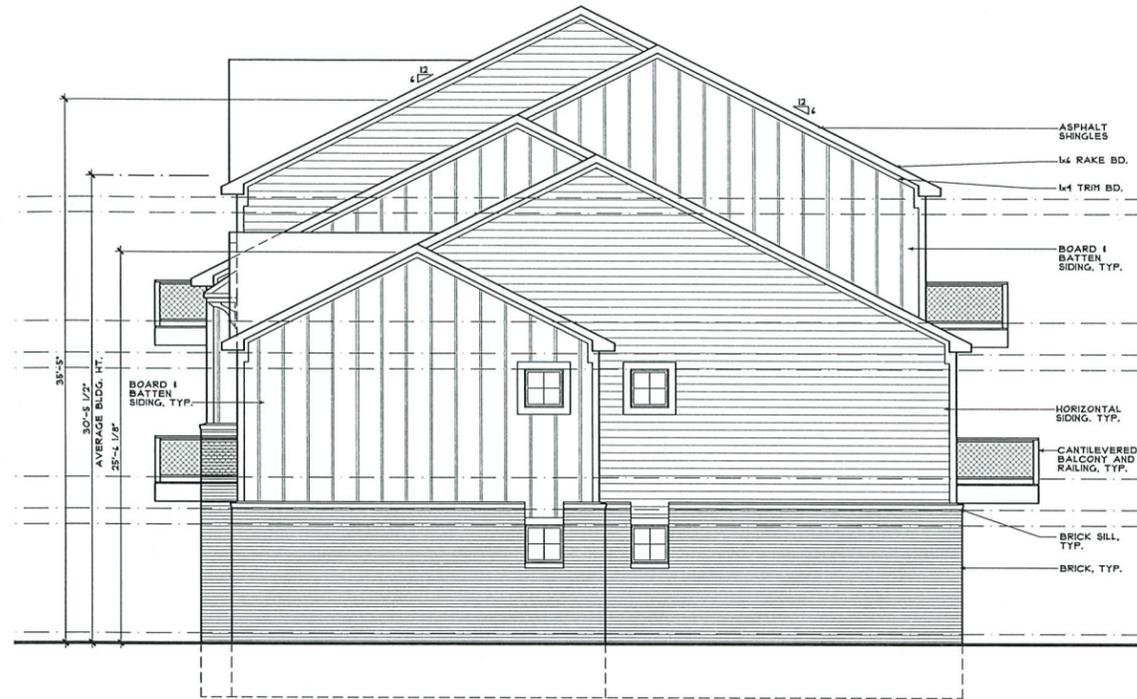
REVISIONS
PRO QUANTIFICATION 05-18-2023
FINAL DETERMINATION 06-19-2023

DRAWN BY
AMM
CAD FILENAME
2519_CCF
CHECKED BY
AVB
JOB NUMBER
DATE
SHEET NUMBER
4



LEFT SIDE ELEVATION
BUILDING #1, 2, 3, 4

SCALE: 3/16" = 1'-0"



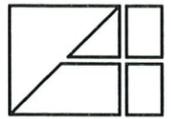
RIGHT SIDE ELEVATION
BUILDING #1, 2, 3, 4

SCALE: 3/16" = 1'-0"



FRONT ELEVATION
BUILDING #1, 2, 3, 4, 5

SCALE: 3/16" = 1'-0"



Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248 • 334 • 5000

SHEET TITLE
ELEVATION
PRELIMINARY

CLIENT/PROJECT
PROPOSED MULTI-FAMILY
DEVELOPMENT
CHALDEAN COMMUNITY FOUNDATION
FARMINGTON HILLS, MICHIGAN

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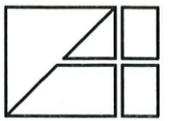
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PERMITS
CONSTRUCTION

REVISIONS
PROBATION
05-18-2023
IND. FINAL
Determination
05-19-2023

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CHECKED BY
AVB
JOB NUMBER
DATE
SHEET NUMBER



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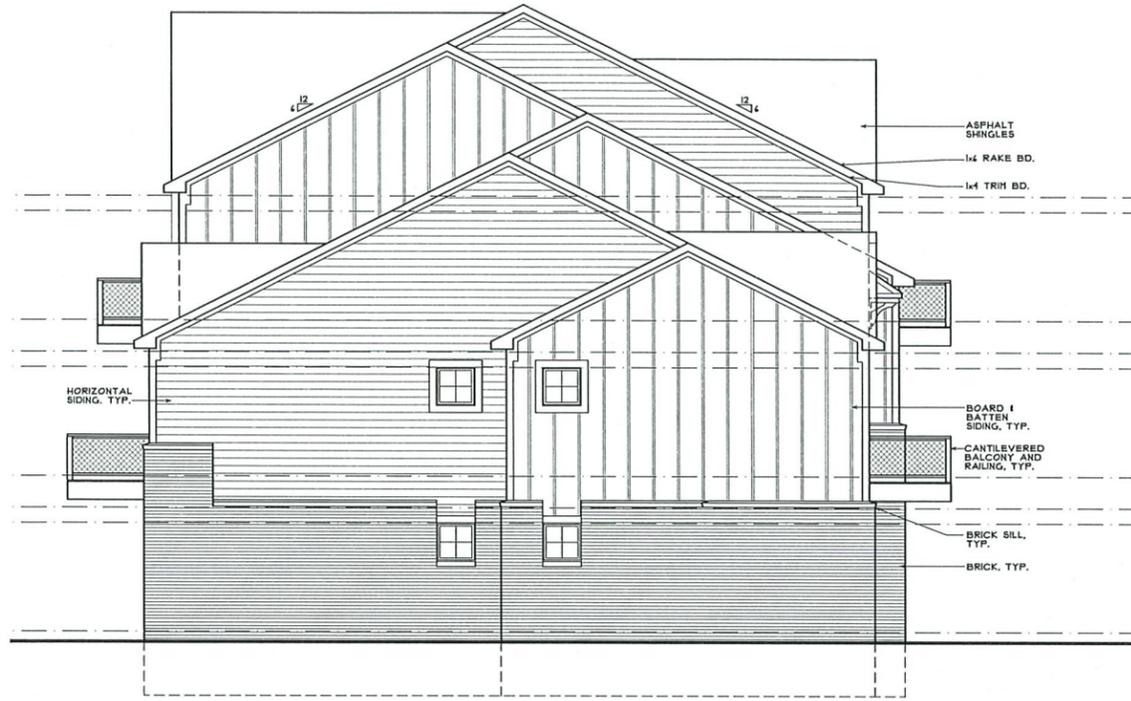
Interior Design
 2445 Franklin Road
 Bloomfield Hills, MI 48302
 248-334-5000

SHEET TITLE
 ELEVATION
 BUILDING #5
 PRELIMINARY

CLIENT/PROJECT
 PROPOSED MULTI-FAMILY
 DEVELOPMENT
 CHALDEAN COMMUNITY FOUNDATION
 FARMINGTON HILLS, MICHIGAN

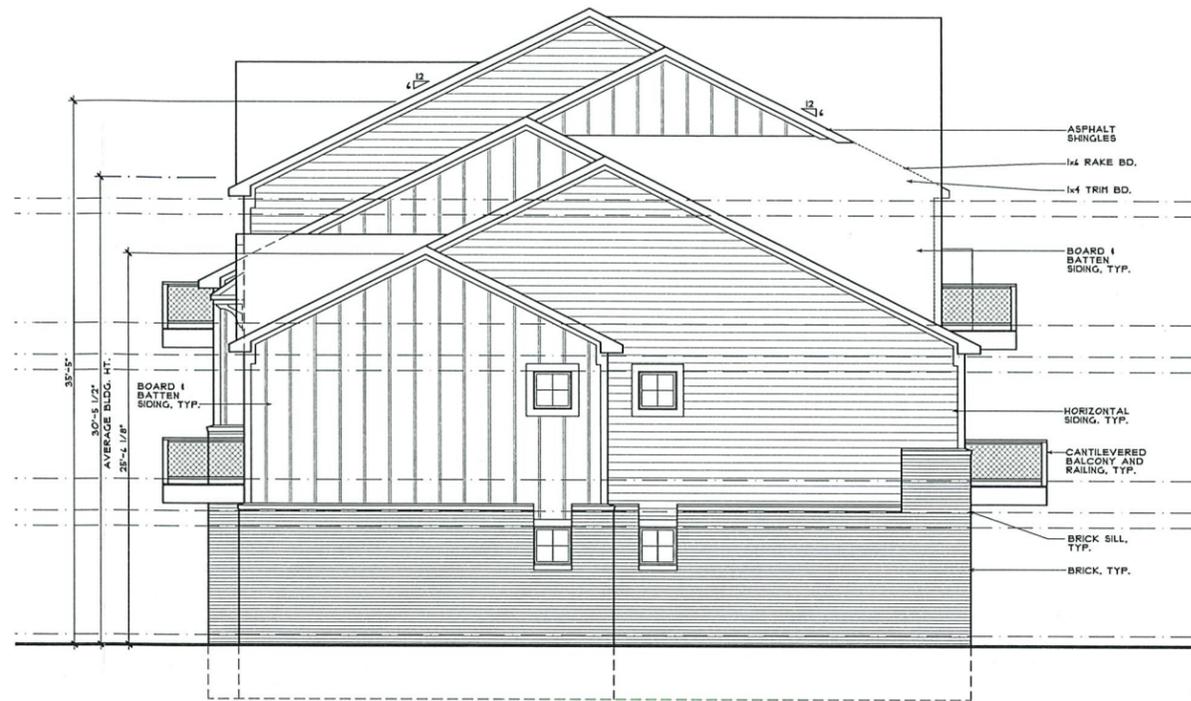
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REVISIONS
 PUB. QUALIFICATION
 05-18-2023
 PLO/PLM
 06-19-2023
 DRAWN BY
 AMM
 CAD FILENAME
 2519_CCF
 CHECKED BY
 AVB
 JOB NUMBER
 DATE
 SHEET NUMBER
 7



LEFT SIDE ELEVATION
 BUILDING #5

SCALE: 3/16" = 1'-0"



RIGHT SIDE ELEVATION
 BUILDING #5

SCALE: 3/16" = 1'-0"



REAR ELEVATION
 BUILDING #5

SCALE: 3/16" = 1'-0"



July 31, 2023

Farmington Hills Planning Commission
31555 W 11 Mile Rd
Farmington Hills, MI 48336

Final PUD Review

Case: PUD 1, 2023
Site: 29845, 29905, 29915 W 13 Mile (Parcel ID 22-23-11-201-004, -005, -006)
Applicant: Chaldean Community Foundation
Plan Date: 6/16/2023
Zoning: RA-1 One Family Residential District (20,000 square feet)

We have completed a review of the application for PUD, site plan, and landscape plan approval referenced above and a summary of our findings is below. Items in **bold** require specific action by the Applicant. Items in *italics* can be addressed administratively.



SUMMARY OF FINDINGS

Existing Conditions

1. **Zoning.** The site is currently zoned RA-1.
2. **Existing site.** The site is 5.98 acres and there are two houses present. The site has no wetlands or other notable natural features apart from trees.
3. **Adjacent Properties.**

Direction	Zoning	Land Use
North	RA-1	Single family homes
RA-1	RA-1	Single family homes
South	RA-1	Single family homes
West	RA-1	Single family homes

4. **Site configuration and access.** The site is proposed to be accessed from a single driveway to 13 Mile Rd.

Project Summary

The applicant proposes 100 units of affordable housing in five buildings arranged around a central courtyard. 60 of the units are one-bedroom units, and the remaining 40 are two-bedroom units. The project will receive funding from the Michigan State Housing Development Authority (MSHDA).

PUD Qualification

Under Section 34-3.20.2, the Planning Commission may make a determination that the site qualifies for a PUD based on the following criteria and procedures.

At its meeting on June 15, 2023, the Planning Commission granted preliminary PUD qualification to the applicant, citing criteria E.iv. and E.viii. Preliminary qualification does not guarantee final PUD approval.

Criteria for qualifications. In order for a zoning lot to qualify for the Planned Unit Development option, the zoning lot shall either be located within an overlay district or other area designated in this chapter as qualifying for the PUD option, or it must be demonstrated that all of the following criteria will be met as to the zoning lot:

- A. The PUD option may be effectuated in any zoning district.
- B. The use of this option shall not be for the sole purpose of avoiding the applicable zoning requirements. Any permission given for any activity or building or use not normally permitted shall result in an improvement to the public health, safety and welfare in the area affected.
The proposed use—apartments—is not permitted in the RA-1 district. This is the primary deviation from ordinance standards; density is consistent with the RC-3 district.
- C. The PUD shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards. Problems or constraints presented by applicable zoning provisions shall be identified in the PUD application. Asserted financial problems shall be substantiated with appraisals of the property as currently regulated and as proposed to be regulated.

The applicant is proposing density consistent with the RC-3 district. The applicant's narrative notes that a rezoning to RC-3 was considered, but the PUD process was more suited to achieving the goals of the project.

- D. The Planned Unit Development option may be effectuated only when the proposed land use will not materially add service and facility loads beyond those contemplated in the Future Land Use Plan unless the proponent can demonstrate to the sole satisfaction of the city that such added loads will be accommodated or mitigated by the proponent as part of the Planned Unit Development.

The number of apartment units proposed on the site clearly exceeds the number of single-family units that could be built under RA-1 zoning (100 versus 13). The applicant should provide a traffic study to compare the likely traffic volume from this development to potential commercial development on the site. The complex would utilize one access point to 13 Mile Rd; Engineering and Fire have indicated a preference for a stub or other means of providing future cross-access to neighboring sites.

- E. The Planned Unit Development must meet, as a minimum, one of the following objectives of the city:

- i. To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses.
- ii. To permanently establish land use patterns which are compatible or which will protect existing or planned uses.

The applicant identifies the nearby multi-family development (which is not directly adjacent) and under-utilization of the parcels fronting on 13 Mile as factors in meeting this criterion.

- iii. To accept dedication or set aside open space areas in perpetuity.

iv. To provide alternative uses for parcels which can provide transition buffers to residential areas.

The applicant highlights this qualification criterion, and specifically says that this use could serve as a transition from the mile road to single-family to the south.

- v. To guarantee the provision of a public improvement which could not otherwise be required that would further the public health, safety, or welfare, protect existing or future uses from the impact of a proposed use, or alleviate an existing or potential problem relating to public facilities.

- vi. To promote the goals and objectives of the Master Plan for Land Use.

- vii. To foster the aesthetic appearance of the city through quality building design and site development, the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.

viii. To bring about redevelopment of sites where an orderly change of use is determined to be desirable.

The applicant's narrative also addresses this criterion.

Though only one objective must be met by the plan, the applicant's narrative directly addresses objectives ii, iv, and viii.

- F. The PUD shall not be allowed solely as a means of increasing density or as a substitute for a variance request; such objectives should be pursued through the normal zoning process by requesting a zoning change or variance.

An increase in density is sought by the applicant. Given that the proposed use is not permitted in the underlying district, it appears that the request is not made solely to avoid a variance.

Request for final determination. Per Section 34-3.20.5.B, the following must be submitted when seeking final determination of PUD qualification:

a. A boundary survey of the exact acreage being requested done by a registered land surveyor or civil engineer (scale not smaller than one inch equals one hundred (100) feet).	Y
b. A topographic map of the entire area at a contour interval of not more than two (2) feet. This map shall indicate all major stands of trees, bodies of water, wetlands and unbuildable areas (scale: not smaller than one inch equals one hundred (100) feet).	Y
c. A proposed land use plan indicating the following at a scale no smaller than one inch equals one hundred (100) feet (1" = 100'):	Y
(1) Land use areas represented by the zoning districts enumerated in Section 34-3.1.1 through Section 34-3.1.30 of this chapter.	,
(2) Vehicular circulation including major drives and location of vehicular access. Preliminary proposals as to cross sections and as to public or private streets shall be made.	Y
(3) Transition treatment, including minimum building setbacks to land adjoining the PUD and between different land use areas within the PUD.	Y
(4) The general location of nonresidential buildings and parking areas, estimated floor areas, building coverage and number of stories or height.	Y
(5) The general location of residential unit types and densities and lot sizes by area.	Y
(6) A tree location survey as set forth in Section 34-5.18, Tree Protection, Removal and Replacement.	Y
(7) The location of all wetlands, water and watercourses and proposed water detention areas.	Y
(8) The boundaries of open space areas that are to be preserved and reserved and an indication of the proposed ownership thereof.	Y
(9) A schematic landscape treatment plan for open space areas, streets and border/transition areas to adjoining properties.	Y
d. A preliminary grading plan, indicating the extent of grading and delineating any areas which are not to be graded or disturbed.	Y

e. An indication of the contemplated water distribution, storm and sanitary sewer plan.	Y
f. A written statement explaining in detail the full intent of the applicant, indicating the type of dwelling units or uses contemplated and resultant population, floor area, parking and supporting documentation, including the intended schedule of development.	Y

** The plan has only one use area: multi-family. The applicant should update Sheet SP03 to identify the RC-3 district as the most comparable district to the proposal.*

The applicant has submitted a mostly complete package, but the applicant must identify the analogous district on the plans.

Conceptual Site Plan & Use:

1. **Summary of Proposed Use.** The applicant has submitted a conceptual site plan. We find that the plan is missing certain required elements; see below for details. The plan proposes 100 units in five buildings; units are proposed to be affordable, in accordance with the applicant’s non-profit mission. Access to the site would be from 13 Mile.

2. **Density.** The parcel is 260,620.22 square feet. Density is determined by the number of rooms. To determine the number of rooms, the following standard (Section 34-3.5.2.F.) is applied:

One-bedroom unit: 2 rooms

Two-bedroom unit: 3 rooms

The applicant proposes 100 units (60 one-bedrooms, 40 two-bedrooms) with a total of 240 rooms, based on the standard above. The following densities are permitted under conventional zoning:

District	Lot Area/sq ft	Rooms permitted
RC-1	1,900	137 rooms
RC-2	1,400	186 rooms
RC-3	1,050	248 rooms

The proposed density is consistent with the RC-3 district. Under RA-1 zoning, the maximum number of units available is 13.

3. **Master Plan.** The master plan’s Future Land Use map designates this site as Single Family, and it is part of a Residential Special Planning Area, titled 13 Mile Road Near Middlebelt (No. 1) in the 2009 Master Plan. This area covered several additional lots in that plan, and was identified as an area with the potential to be aggregated and redeveloped with a single access point off 13 Mile Rd. This planning area was identified for single family housing. The plan set the following goals for the area:

Goals

- Maintain the one-family residential use character of the road frontage on
- large lots
- Encourage assembly of parcels and development of one-family lots based on
- the concept plan
- Protect the natural features of the area; hillsides, trees

Policies

- Follow the concept plan under RA-1 zoning

- Locate the primary residential street parallel to Thirteen Mile Road
- Location of entrance roads from Thirteen Mile Road would be
 - determined by timing of developments
 - Except for the west 300', lots should back or side-lot to Thirteen Mile
 - Road. Cul-de-sacs should be kept to about 600' in length
 - Interconnect the streets over time
 - Encourage names of developments that are similar in order to establish a
 - unified identity for the area
 - Allow flexibility in application of city standards
 - Encourage flexibility in building setbacks
 - Permit water retention in open space
 - Consider the cluster option only when at least one side of the property in
 - question borders on a use that is other than one-family detached land use
- Maintain the density as planned and zoned at 1.8 dwelling units per acre

4. **Dimensional Standards of the RA-1 district (34-3.1.4.E).** The applicant is seeking relief from the height limit of the district to permit a building height of 35 feet, 5 inches rather than the RA-1-permitted 30 feet.

Standard	RA-1 Requirement	Proposed
Lot Size	20,000 sq ft	5.98 acres
Lot width	100 ft	508
Lot coverage	25%	13.6%
Front setback	40 ft	50.6 ft
Rear setback	35 ft	50.5 ft
Side setback (east)	10 ft/25 total of two	50.8 ft
Side setback (west)	10 ft/25 total of two	50 ft
Building height	Max. 30 ft	35 ft, 5 in

5. **Rooftop Screening (34-5.17).** Screening of rooftop equipment is required where any is provided. Mechanical equipment on the ground shall be screened per Section 34-5.1.4.D. It appears that all equipment will be mounted on the ground. Details will be required at final site plan.
6. **Dumpster Enclosure.** The site shows four dumpster enclosures, located generally between the proposed buildings. Details will be required at final site plan.
7. **Parking.** The plan requests adjustments to parking standards as follows:

Standard	Required Parking	Proposed
One BR Unit/Two BR Unit	2 spaces/unit = 100x2 = 200	1.5 spaces/1BR unit = 60 x 1.5 = 90 2 spaces/2BR unit = 40 x 2 = 80 Total Required = 170 Provided = 169

8. **Tree Removal (34-5.18).** A tree inventory was provided as required and appears to be generally accurate; the plan should note which trees are to be removed. Replacement calculations will need to be provided at final site plan, with replacements integrated into a landscape plan. Also, the inventory currently gives an overall DBH for all trees on site; when calculating replacements, the

DBH of landmark trees only is used to determine replacements; all other trees are replaced on a one-to-one basis.

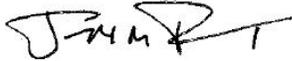
9. **Landscaping (34-5.14) and Screening (34-5.14).** A schematic landscape plan has been submitted.

10. **Relief Sought from Ordinance Standards**

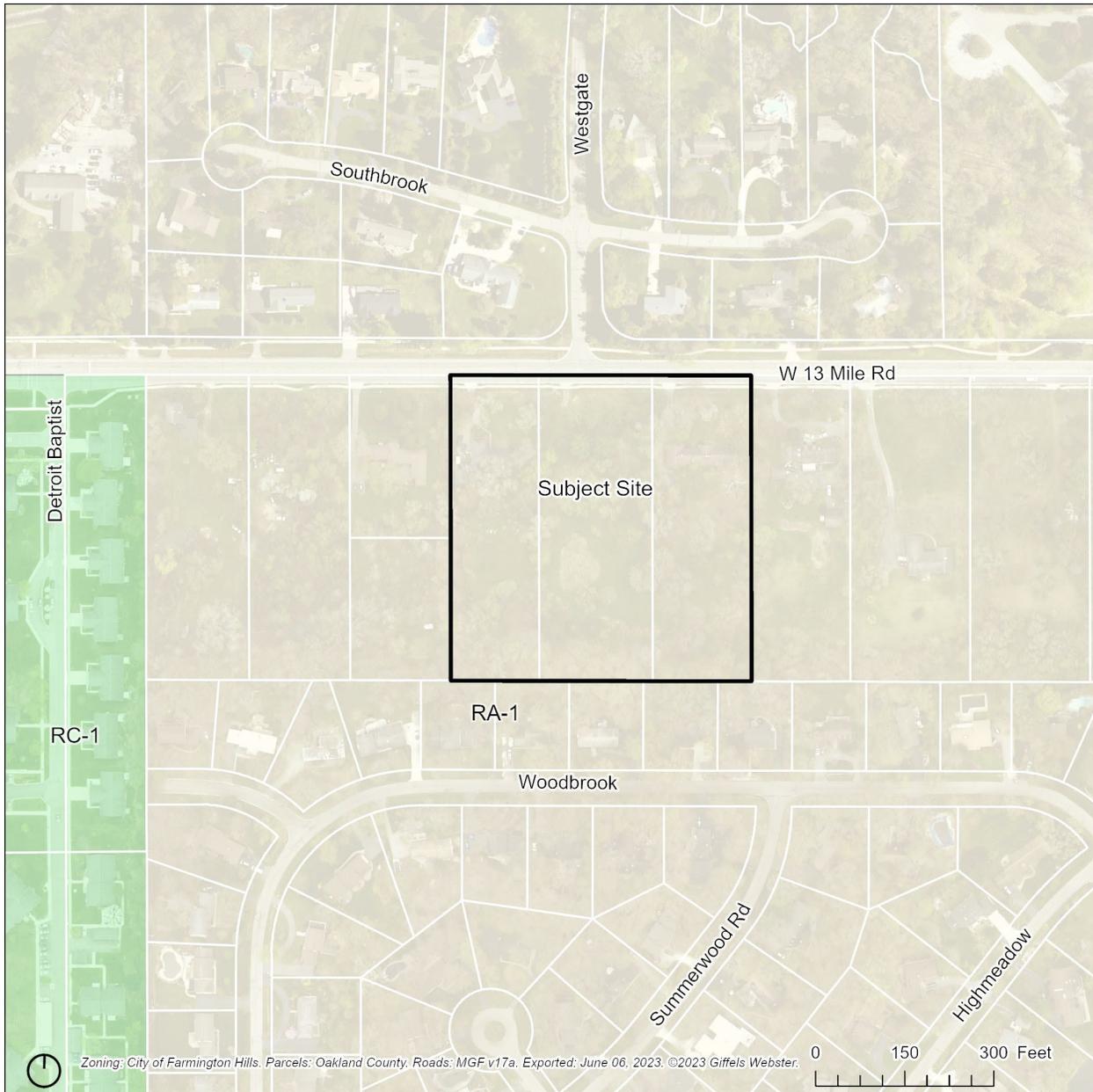
- a. Permit multi-family at RC-3 density.
- b. Permit reduction in parking from 200 spaces to 169.
- c. Permit additional building height: 35 ft, 5 in vs 30 ft.

We are available to answer questions.

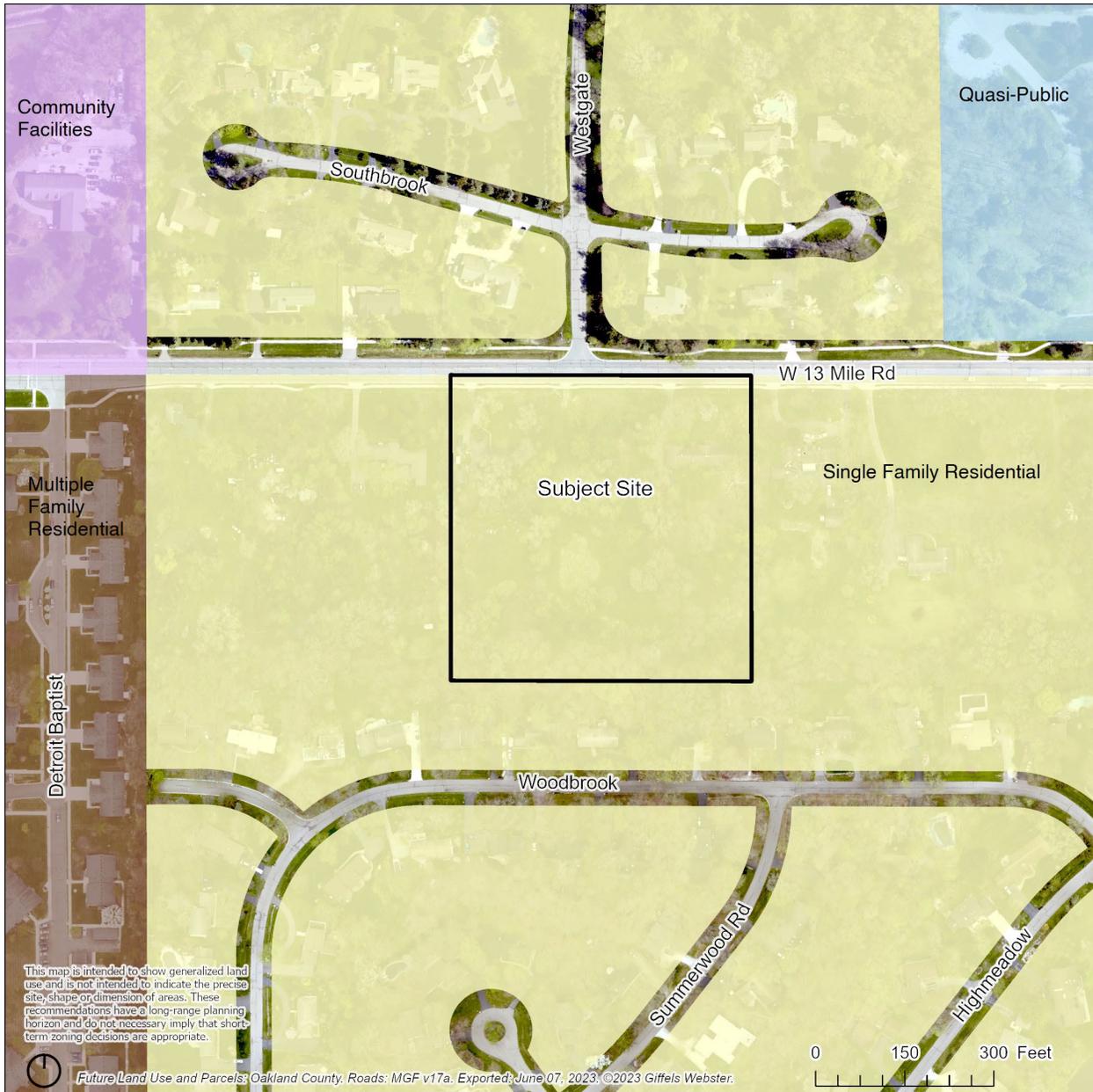
Respectfully,
Giffels Webster

A handwritten signature in black ink, appearing to read 'Joe Tangari', with a stylized flourish at the end.

Joe Tangari, AICP
Principal Planner



Current zoning



Master Plan designations for this area. See discussion above.



Wetland map



DEPARTMENT OF PUBLIC SERVICES
KAREN MONDORA, P.E., DIRECTOR

INTEROFFICE CORRESPONDENCE

DATE: July 7, 2023
TO: Planning Commission
FROM: James Cubera, Engineering 
SUBJECT: Chaldean Community Foundation
29845, 29905, 29915 13 Mile Road
22-23-11-201-004, 005, 006
PJ #11-23-89, PUD #1, 2023

This office has performed a preliminary review of the above referenced site plan submitted to the Planning Department on June 19, 2023. Our preliminary comments are as follows:

1. A public 10-inch sanitary sewer exists on the north side of 13 Mile Road just west of Westgate. The proponent shows a design that will tap this system. The plan proposes to extend the public sewer throughout the site. Basement service appears to be provided. It must be confirmed. Note that with this design the public sanitary sewer must be extended to the northeast property corner of the site for future extension purposes. It must allow for upstream basement service.
2. A 12-inch water main exists along the south side of 13 Mile Road across the frontage of the site. The plan shows two taps of this system and an internal loop. This is appropriate. Along with this design the proponent must provide an 8-inch stub to the east and west property lines approximately 260 feet south of 13 Mile Road.
3. The plan identifies one curb cut for the site. It is across from Westgate Street. This is appropriate. The plan identifies a proposed acceleration and decelerations lane. The actual length and geometrics can be worked out with the City Traffic Engineer. This too is also appropriate.
4. The plan identifies a dead-end parking lot extending westward between unit #1 and unit #2. It is suggested that a private stub street road be extended to the west property line with the appropriate easement to allow for a future



DEPARTMENT OF PUBLIC SERVICES
KAREN MONDORA, P.E., DIRECTOR

connection to the vacant Baptist Manor property such that a future combined access shared private road network can be allowed for when the Baptist Manor Property is developed. Similarly at the northeast corner between units #4 and #5, a turf brick emergency access is proposed. These turf brick designs typically do not work real well and are discouraged. A proper turn around will be necessary. The proponent will need to revise the design accordingly.

We question whether with all the dead-end stubs and the Engineering Division request for the consideration of private road connectivity if maybe a marginal access road design encompassing all the undeveloped properties on the south side of 13 Mile Road would be appropriate.

5. The plans identify a rerouted sidewalk along 13 Mile Road frontage. This appears necessary. Where possible the south walk line should be predominately one foot north of the ultimate 60 foot right of way. This design will be reviewed and discussed further in detail during construction review.
6. Storm water detention and discharge restriction must be provided in accordance with the City of Farmington Hills Engineering standards. The City has recently revised the drainage ordinance to be consistent with the Oakland County standards. The plans need to revise the site design accordingly.
7. Note that with the detention pond design a forebay will be required. The plan must be revised as such. In addition, the plan proposes a pump discharge to the 13 Mile Road storm sewer. This is not acceptable. The proponent will be obligated to provide a gravity outlet and obtain the appropriate offsite easements as well as provide downstream improvements to the south and or east as part of their site to accommodate this drainage. It is suggested that they contact the neighboring property owners to define the proper route.
8. The City's Environmental Engineer has performed a preliminary concept review. Attached with this memo are his comments. Any questions regarding them, please contact Tyler Sonoga at 248-871-2533.
9. The existing right-a-way in the area for 13 Mile Road is an implied 33 feet right-of-way. We suggest that the proponent dedicate the ultimate 60 feet right-of-way to the City to comply with the master right-a-way plan.
10. Although the plans identify some grading such as finished floor grades and parking lot grades, a detailed grading plan must be provided which supports that all existing property lines grades will be maintained and that no retaining



DEPARTMENT OF PUBLIC SERVICES
KAREN MONDORA, P.E., DIRECTOR

structures will be necessary, and that all onsite drainage will be captured and drained to the detention basin. This too can be addressed further during construction review.

11. Once detailed construction plans have been conceptionally put together, we suggest that proponent meet with the Engineer Division via a virtual meeting or in person to discuss the site in further detail.



DEPARTMENT OF PUBLIC SERVICES
KAREN MONDORA, P.E., DIRECTOR

City of Farmington Hills
Environmental Review

Project Name: Chaldean Community Foundation

Address: 29845, 29905, 29915 13 Mile Road
Project Job #: 11-23-89, PUD #1, 2023
Plan Dated: 5-4-2023

Plan Received: 6-20-2023
Review #: 1
Review Date: 7-13-2023

As requested, I have conducted a plan review of the above reference engineering plans. I have the following comments:

1. The City of Farmington Hills has revised the drainage ordinance to be consistent with the Oakland County stormwater standards. As a part of this, infiltration tests must be done and infiltration BMPs must be implemented to the maximum extent practicable. The layout of the overall site should be designed with consideration of green infrastructure to achieve the Channel Protection Volume as described in the Oakland County Stormwater Standards.
2. Stormwater water quality control must be provided.
3. Detention must be designed to provide Channel Protection Rate Control for a 2-year / 24-hour storm even as well as the 100-year flood.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Tyler Sonoga'.

Tyler Sonoga
Civil/Environmental Engineer
Department of Public Services

cc: City of Farmington Hills, J. Cubera



INTEROFFICE CORRESPONDENCE

DATE: June 6, 2023
TO: Planning Commission
FROM: Jason Baloga, Fire Marshal
SUBJECT: PUD Qualification 1-2023 (Thirteen Mile west of Middlebelt)

The Fire Department has received preliminary conceptual plans. A complete review could not be conducted as the plans do not contain sufficient detail.

Please submit plans which conform to City of Farmington Hills Code of Ordinance Chapter 12 Section 12-11. – Fire Department Site Plan Review and Design Standards. Specifically:

- Section 12-11(1), Site must be designed to accommodate fire apparatus with a fifty-foot turning radius.
 - Roadway shall be capable of supporting fire apparatus weighing up to twenty-five (25) tons.
 - Generally, dead-end drives longer than 100' shall not be allowed.
- Section 12-11 (1) c, When appropriate large sites, or sites which contain high-life hazard occupancies, may require more than one (1) point of access. The location of the access points shall be coordinated with the Planning and Engineering Departments.
- Section 12-11 (1) d, Unless specifically approved otherwise, paved access for fire department apparatus shall be provided on at least two (2) sides of all buildings or fifty (50) percent of the perimeter, whichever is more.
- Section 12-11 (2), Hydrants.

A handwritten signature in blue ink, appearing to read "Jason Baloga".

Jason Baloga, Fire Marshal

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
June 15, 2023, 7:30 P.M.**

CALL MEETING TO ORDER

The Planning Commission Regular Meeting was called to order by Chair Countegan at 7:30 p.m.

ROLL CALL

Commissioners present: Aspinall, Brickner, Countegan, Grant, Mantey, Trafelet, Varga, Stimson, Ware

Commissioners Absent: None

Others Present: City Planner Perdonik, City Attorney Schultz, Planning Consultant Tangari

APPROVAL OF THE AGENDA

MOTION by Trafelet, support by Brickner, to approve the agenda as published.

Motion passed unanimously by voice vote.

REGULAR MEETING

A. PLANNED UNIT DEVELOPMENT QUALIFICATION 1, 2023

LOCATION: 29915, 29905, and 29845 Thirteen Mile Road
PARCEL I.D.: 22-23-11-201-004, 005, and 006
PROPOSAL: Construction of multiple-family housing in an RA-1, One Family Residential zoning district
ACTION REQUESTED: Qualification of Planned Unit Development
APPLICANT: Martin Manna
OWNER: Chaldean Community Foundation

Referencing his June 8, 2023 written comments, Planning Consultant Tangari gave the background and review for this request for qualification for Planned Unit Development. The applicant proposed 100 units of affordable housing in five buildings arranged around a central courtyard at 29915, 29905, and 29845 Thirteen Mile Road. 60 of the units are one-bedroom units, and the remaining 40 are two-bedroom units. The project will receive funding from the Michigan State Housing Development Authority (MSHDA).

The 5.98-acre site is located on the south side of 13 Mile Road, just west of Middlebelt Road. The site is comprised of 3 addresses with two houses present. All are zoned RA-1, which is a 20,000sf single-family district. The site has no wetlands or other notable natural features. The development is proposed to be accessed from a single driveway to 13 Mile Road.

The surrounding properties are all single family.

Qualification

Under Section 34-3.20.2, the Planning Commission may make a determination that the site qualifies for a PUD based on criteria and procedures set forth in the ordinance, and as listed on pages 2-4 of the review memorandum. Those criteria that require discussion include:

- B.** The use of this option shall not be for the sole purpose of avoiding the applicable zoning requirements. Any permission given for any activity or building or use not normally permitted shall result in an improvement to the public health, safety and welfare in the area affected.

The proposed use—apartments—is not permitted in the RA-1 district. This is the primary deviation from ordinance standards; density is consistent with the RC-3 district.

- C.** The PUD shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards. Problems or constraints presented by applicable zoning provisions shall be identified in the PUD application. Asserted financial problems shall be substantiated with appraisals of the property as currently regulated and as proposed to be regulated.

The applicant is proposing density consistent with the RC-3 district. The applicant's narrative notes that a rezoning to RC-3 was considered, but the PUD process was more suited to achieving the goals of the project.

- D.** The Planned Unit Development option may be effectuated only when the proposed land use will not materially add service and facility loads beyond those contemplated in the Future Land Use Plan unless the proponent can demonstrate to the sole satisfaction of the city that such added loads will be accommodated or mitigated by the proponent as part of the Planned Unit Development.

The number of apartment units proposed on the site clearly exceeds the number of single-family units that could be built under RA-1 zoning (100 versus 13). The applicant should provide a traffic study to compare the likely traffic volume from this development to potential commercial development on the site. The complex would utilize one access point to 13 Mile Rd; Engineering and Fire have indicated a preference for a stub or other means of providing future cross-access to neighboring sites.

- E.** The Planned Unit Development must meet as a minimum one of 8 objectives listed in the ordinance. The applicant is stating that they meet 3 of the objectives:

- ii. To permanently establish land use patterns which are compatible or which will protect existing or planned uses.

The applicant identifies the nearby multi-family development (which is not directly adjacent) and under-utilization of the parcels fronting on 13 Mile as factors in meeting this criterion.

- iv. To provide alternative uses for parcels which can provide transition buffers to residential areas.

The applicant highlights this qualification criterion, and specifically says that this use could serve as a transition from the mile road to single-family to the south.

viii. To bring about redevelopment of sites where an orderly change of use is determined to be desirable.

The applicant's narrative also addresses this criterion.

- F. The PUD shall not be allowed solely as a means of increasing density or as a substitute for a variance request; such objectives should be pursued through the normal zoning process by requesting a zoning change or variance.

An increase in density is sought by the applicant. Given that the proposed use is not permitted in the underlying district, it appears that the request is not made solely to avoid a variance.

The submission includes sufficient material for qualification.

Conceptual Site Plan Review

Tonight the Planning Commission was not assessing the site plan in detail. However, the conceptual plans and illustrations provided by the applicant provided an indication of the type of site plan the Planning Commission can expect if preliminary qualification is granted.

The proposed affordable housing is consistent with the Chaldean Community Foundation's nonprofit mission.

Regarding density, the 60 one-bedroom units and the 40 two-bedroom units represented a density consistent with the RC-3 district. Under RA-1 zoning, the maximum number of units available is 13.

Regarding the Master Plan, The Master Plan's Future Land Use map designates this site as Single Family, and it is part of a Residential Special Planning Area, titled *13 Mile Road Near Middlebelt (No. 1)* in the 2009 Master Plan. This area covered several additional lots in that plan, and was identified as an area with the potential to be aggregated and redeveloped with a single access point off 13 Mile Rd. This planning area was identified for single family housing. The plan set the following goals for the area:

Goals

- Maintain the one-family residential use character of the road frontage on large lots.
- Encourage assembly of parcels and development of one-family lots based on the concept plan.
- Protect the natural features of the area; hillsides, trees.

Policies

- Follow the concept plan under RA-1 zoning.
- Locate the primary residential street parallel to Thirteen Mile Road.
- Location of entrance roads from Thirteen Mile Road would be determined by timing of developments.
- Except for the west 300', lots should back or side-lot to Thirteen Mile Road.
- Cul-de-sacs should be kept to about 600' in length.
- Interconnect the streets over time.
- Encourage names of developments that are similar in order to establish a unified identity for the area.
- Allow flexibility in application of city standards.
- Encourage flexibility in building setbacks.

- Permit water retention in open space.
- Consider the cluster option only when at least one side of the property in question borders on a use that is other than one-family detached land use.
- Maintain the density as planned and zoned at 1.8 dwelling units per acre.

Regarding dimensional standards. Generally, it appears that the applicant would not be seeking relief from the ordinance standards; building height needs to be provided to verify whether this deviates or conforms.

Regarding parking. the applicant requests adjustments to parking standards from 200 required spaces to 169 parking spaces.

Regarding density, as noted above, the applicant seeks multi-family use at RC-3 density, rather than the existing RA-1 use and density.

In response to questions, Planning Consultant Tangari explained that the term “affordable housing” was a federally-defined term. This was not the same as “low-income” housing.

Commissioner Mantey said that he would like to better understand what triggers traffic studies and how much traffic studies cost developers.

Commission Stimson asked for more information as to why this project could not be developed under straight RC-3 zoning, rather than a PUD.

Chair Countegan suggested the applicant answer questions regarding affordable housing, parking, and why they had chosen to apply for a PUD.

Martin Manna, Chaldean Chamber of Commerce and Chaldean Community Foundation, was present on behalf of this request for PUD qualification. Architect Mark Abernathy, Alexander V. Bogaerts & Associates, was also present, as was Tom Haji, Director, Chaldean Community Foundation.

Mr. Manna gave some of the history of the Chaldean community in southeast Michigan. The Chaldean Chamber of Commerce is headquartered in Farmington Hills, the Chaldean Community Foundation in Sterling Heights. In 2011 400 people were served, today the Chaldean Community Foundation serves more than 40,000 individuals annually from 48 different countries of origin, and from many backgrounds. Part of the Foundation’s mission is to provide health and human services, access to health care, and affordable housing.

Mr. Manna explained that this was the Chaldean Community Foundation’s second foray into affordable housing, with the first currently under construction in Sterling Heights (135 units). The goal was to ultimately construct up to 1000 units for people seeking long-term affordable housing, which by definition meant that the tenants must be at 60% or below the average medium income to qualify for the housing. This project would be built under the authority of the Michigan State Housing Development Authority (MSHDA), and the Foundation was also exploring a loan from HUD. The housing was rent-controlled and would not require vouchers.

In response to questions, Mr. Manna and Mr. Abernathy gave the following information:

- In their meetings with city staff, the PUD process was recommended.

- The affordable housing development will not be limited to the Chaldean community; it will be for everyone.
- The reduction to 169 parking spaces was based on industry standards of 1.7 to 1.8 parking spaces per unit. Almost every municipality currently required too much parking.

Citing the book *Paved Paradise: How Parking Explains the World*, by Henry Grabar, Commissioner Mantey said he supported the requested reduction in parking.

Commissioner Stimson asked why the applicants had not brought this request in as a request to rezone to RC-3.

Mr. Abernathy explained that their development team analyzed the zoning ordinance, and met with planning, engineering, and economic development staff, as well as the City Manager. After looking at all alternatives, the development team felt that the PUD was the vehicle to use to go through the zoning process for this development.

Mr. Abernathy addressed the three criteria for PUD qualification that they felt they met:

- ii. To permanently establish land use patterns which are compatible or which will protect existing or planned uses.

There were existing multifamily projects to the west and existing multifamily projects to the east of the proposed site, and it was desirable to engage the land in between those multifamily projects. Their proposal seemed like a perfect fit.

- iv. To provide alternative uses for parcels which can provide transition buffers to residential areas.
- viii. To bring about redevelopment of sites where an orderly change of use is determined to be desirable.

The project is an excellent transition from 13 Mile Road to the single-family use, as opposed to some other type of commercial zoning, as mentioned in the traffic study portion of the Giffels Webster review.

Mr. Abernathy emphasized that affordable housing/workforce housing is critical for communities like Farmington Hills, and was something being discussed throughout Michigan. The Chaldean Community Foundation was passionate about meeting the needs of not just the Chaldean community, but also the wider community.

Mr. Abernathy addressed the concept plan as follows:

- The applicants were proposing state of the art units. The 60 one-bedroom units will be between 624sf – 660sf. The 40 two-bedroom units will be ~816sf.
- The design of the project will respect their existing neighbors, and will blend with the existing development along 13 Mile Road. They were retaining as much of the natural features on the site as possible. The project provided the best location for new curb cuts. In response to Fire Marshal concerns, they were providing a second emergency access to 13 Mile.
- They understood the concern about trying to minimize curb cuts on 13 Mile. However, forcing the development to link driveways with adjacent properties limited their management ability in terms of the project.
- Existing trees will be maintained along the eastern property line, the western property line, and along the southern property line where they were adjacent to single family uses, as well as long 13 Mile Road. There will be good consistency of natural features.

- The project provided 13.6% lot coverage, thereby maximizing open space and providing park area in the center of the site. This was accomplished by the design of the 2.5-story buildings, which design 1) minimizes the footprint on the site by adding density to the center of the building, 2) adds architectural interest through variations in the roofline, 3) relates to not only the other multifamily projects along 13 Mile Road, but also the single family 2-story buildings in the area.
- They will work with the Fire Marshal to address all his concerns.
- They will be providing a traffic study as part of their future PUD submission and site plan approval submission.
- They calculated building height by averaging the 2-story portion (25' high) with the 3-story portion (35' high). They would be asking for relief from ordinance standards relative to building height.
- Regarding the density in the RC-3 district vs. the RA-1 district, Mr. Abernathy said that density was a relative term, relative to such questions as: Does the project fit the site? Is there enough green space and open space? Have the natural features been respected? Is the massing and the scale of the building appropriate to the site and what is going on around it? Does the project relate to the land around it? Is there enough parking on the site and enough open space?
- The site was designed in relationship to the adjacent single family uses as well as the overall composition of the site, by positioning the buildings to increase setbacks to the single family residential, and to minimize the impact of the architecture by the placement of buildings on the site.

Mr. Abernathy explained that in addition to the two items brought up by Planning Consultant Tangari – permit multi-family at RC-3 density, and permit reduction in parking from 200 spaces to 169 – they were also going to ask for relief regarding building height and tree replacement.

Regarding tree replacement, as an affordable housing project with different sources of funding, it was important to keep costs at a minimum, so the rents can be in the necessary range. Trying to cope with price and cost of tree replacement will be a burden on the project.

MSHDA (Michigan State Housing Development Authority) had signed off on a preliminary site evaluation.

Mr. Abernathy explained that this long explanation answered the question as to why they were asking for a Planned Unit Development, which would allow the necessary flexibility regarding parking, density, building height and tree replacement. They believed they were bringing a special project to Farmington Hills, and a PUD was a perfect fit for this unique project.

In response to questions from the Commission, Mr. Abernathy gave the following further information:

- All buildings had minimum setbacks of 50 feet.
- All the buildings were the same, with the 2-story portions being 25' tall, and the center 3-story portion being 35' tall.

Chair Countegan noted that the applicants needed to talk with Planning staff regarding how height was calculated under Farmington Hills ordinance.

- Building design was state of the art in terms of floor plans and design. The units were smaller, but would have all the amenities of a larger unit. The façade design will be a beautiful addition to the community.

In response to a request from the Chair, Planning Consultant Tangari gave an overview of the PUD process, as outlined in Section 34-3.20.

Commissioner Stimson said he had several issues with this PUD proposal:

- This proposal was not compatible with the seven RA-1 lots to either side of the project.
- This proposal was not compatible with the multi-family developments further to the east and west, which were ranch homes, not multi-story.
- The current RA-1 zoning already provided a great buffer to the other residential areas. This project would create high density in the middle of residential zoning, leaving the neighboring RA-1 parcels stranded between multi-family uses.
- This project would not bring about redevelopment to a desired orderly change of use. Other single-family properties in the City that had been surrounded by multi-use apartments were too small to be similarly developed, and too isolated to be easily sold to people seeking single family homes.
- Rezoning this property to RC-3 would be spot zoning, and this project represented an effort to get around placing RC-3 zoning in the middle of an RA-1 neighborhood.

Mr. Manna pointed out that the properties in between this site and the Baptist Manor were owned by the Baptist Manor, who would like to develop them.

In response to a question, Mr. Haji said they had not met with the HOA to the south; they had talked with Baptist Manor.

Commissioner Stimson pointed out that Baptist Manor had previously come to the Commission with a rezoning (or PUD) application to develop their three lots, and were denied, due to the issues he had enumerated above.

Chair Countegan explained that the issue before the Board was whether the application met the requirements for PUD qualification.

Commissioner Ware commented that the Commission had previously discussed the possibility of redevelopment in the area of 13 Mile and Middlebelt. The renderings presented this evening showed development consistent with those earlier conversations. Chair Countegan agreed, but also cautioned that the Commission should look at this request in light of the PUD ordinance criteria.

Commissioner Brickner said that the fact the Baptist Manor owned the properties in between this site and the Baptist Manor was somewhat encouraging. However, it was the neighbors to the south who needed to be approached by the developer relative to what was being proposed.

In response to questions from the Chair, staff gave the following information:

- Under RA-1 development, the 3 properties could have a total of 13 single-family homes, with a maximum 35% lot coverage.
- The PUD is an optional form of development, involving several steps, including public hearings. Should this application move forward, the City and the developer will have to come to a formal PUD development agreement.
- This affordable housing development will be open to all people.

After discussion and amendment, the following motion was offered:

MOTION by Brickner, support by Trafelet, to make a preliminary finding that PUD 1, 2023, dated May 18, 2023, submitted by Martin Manna, qualifies for the Planned Unit Develop Option under Section 34-3-20.2.A through D of the zoning chapter. It is further determined that the proposal

meets at least one of the objectives as outlined in Section 34-3.20.2. E.i-viii, and that it be made clear to the applicant that final granting of the PUD plan and contract requires approval by City Council, after recommendation by the Planning Commission.

The Planning Commission finds that PUD 1, 2023 meets the following qualification standards of section 34-3.20.2.E.:

- **iv. To provide alternative uses for parcels which can provide transition buffers to residential areas.**
- **viii. To bring about redevelopment of sites where an orderly change of use is determined to be desirable.**

Motion discussion:

Commissioner Brickner strongly recommended that the applicants speak to the homeowners to the south.

Motion carried by voice vote 8-1 (Stimson opposed.)

PUBLIC COMMENT

None.

ADJOURNMENT

Motion by Trafelet, support by Ware, to adjourn the meeting at 9:05pm.

Motion carried unanimously by voice vote.

Respectfully Submitted,
Marisa Varga
Planning Commission Secretary

/cem

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
July 20, 2023, 7:30 P.M.**

CALL MEETING TO ORDER

The Planning Commission Regular Meeting was called to order by Chair Countegan at 7:30 p.m.

ROLL CALL

Commissioners present: Aspinall, Brickner, Countegan, Mantey, Trafelet, Stimson, Ware

Commissioners Absent: Grant, Varga

Others Present: City Planner Perdonik, City Attorney Schultz, Planning Consultant Bahm

APPROVAL OF THE AGENDA

MOTION by Trafelet, support by Brickner, to approve the agenda as published.

Motion passed unanimously by voice vote.

REGULAR MEETING

A. PLANNED UNIT DEVELOPMENT (PUD) 1, 2023

LOCATION: 29915, 29905, and 29845 Thirteen Mile Road
PARCEL I.D.: 22-23-11-201-004, 005, and 006
PROPOSAL: Construction of multiple-family housing in RA-1, One Family Residential zoning district
ACTION REQUESTED: Set for public hearing
APPLICANT: Martin Manna
OWNER: Chaldean Community Foundation

For the sake of the public present, Chair Countegan explained that tonight's request was to set this request for a Planned Unit Development for a public hearing; tonight's meeting was not that public hearing. The applicant will give a summary of the proposal, and the Planning Commission will vote to set the public hearing.

In response to a question from the audience, City Planner Perdonik said that if tonight the Commission voted to set the public hearing, it will be scheduled for August 17, at 7:30pm.

Planning Consultant Bahm provided an overview of the PUD process and purpose. The PUD process is lengthy and involves significant community benefits; setting the public hearing is one step in the process. After the public hearing, the Planning Commission will make a recommendation to City Council, who has final decision-making authority as to whether to approve or deny a PUD proposal. If City Council approves the PUD, the City Attorney and the applicant prepare a written contract, which will spell out the ways the PUD is varying from the Zoning Ordinance and what the applicant must do in return. Materials presented by the applicant as part of this proposal are available on the City website, where the Planning Commission meeting packets are available.

Chair Countegan invited the applicants to make their presentation.

Martin Manna, Chaldean Chamber of Commerce and Chaldean Community Foundation, was present on behalf of this request for PUD qualification. Architect Mark Abanatha, Alexander V. Bogaerts & Associates, was also present, as was Tom Haji, Director, Chaldean Community Foundation.

Mr. Abanatha provided an overview of the proposed development and site plan associated with this PUD.

- The site plan minimized site disturbance, respected the neighbors, and retained existing vegetation as much as possible.
- The project included five 20-unit buildings, with a single curb cut on 13 Mile Road aligning with a project across the street, and with an emergency access also on 13 Mile Road.
- Each of the buildings were designed to be 2 stories on the ends and 3 stories in the center, and had minimum 50' setbacks from the property lines. The 2-story/3-story/2-story design, along with other architectural detail, created architectural interest.
- The applicants were asking for 5'5" greater height than allowed by ordinance.
- Between the trees proposed for planting along the property lines and the existing trees on the adjacent property lines, there was a significant buffer between this project and the adjacent neighbors.
- Wildlife corridors will remain, which will allow wildlife to transition from these areas to other woodlands.
- Renderings showed the interior park area and the facades of the proposed buildings. Lot coverage would be ~13.6%, which will reduce impervious surface area.
- Regarding traffic, the applicant's traffic consultant had indicated that there will be minimal difference in terms of the traffic on 13 Mile Road.

In closing, Mr. Abanatha said this project would develop a currently blighted site that had vacant buildings and trees in disarray because no one was taking care of them. This project is specific and unique, and is geared towards affordable, attainable, workforce housing. There is a shortage of such housing in Farmington Hills, as well as in the state generally. The Governor has set forth a program to move affordable housing forward, and there is currently a huge backlog of people that need this type of housing.

In response to questions from the Commission, the applicants provided the following further information:

- Regarding the need for affordable housing, currently there were 300-400 affordable housing units in Farmington Hills; these were built in the early 1990s. There had been no new development of affordable housing since that time.
- The Chaldean Community Foundation served all people, and they had a waitlist of people that would immediately fill the majority of the new units.
- The buildings would be constructed with slab on grade.
- The applicants had met with the Fire Marshal and the City Engineer, and they believed they could accommodate their requirements.
- The applicants had reached out to the neighbors, specifically to the Treasurer of the Holly Hills Homeowners Association. They had been in communication several times over a 3-week period, but in the end the HOA had declined to meet with the applicants, and instead presented their position to the applicants.

Chair Countegan said that it was good to see neighbors in the audience, and affirmed that it was important for the applicant to talk with the neighbors if at all possible. It did sound like attempts had been made. It was also important for the neighbors to be well informed about process and what was being proposed. As this case involved a PUD, the applicant must show a public benefit, and everyone should be informed as to what the public benefit was proposed to be. Any discussions either

informally between the neighbors and the developer, or at the Planning Commission meeting level, should be based on facts relative to what was being proposed.

In response to a question from the audience, Chair Countegan explained that there was a time for public comment at the end of tonight's meeting. However, it might be better for neighbors to make

their comments during the scheduled public hearing on this item, when a full presentation and discussion would be held.

Mr. Abanatha said that they would still like to meet with the neighbors before the public hearing. The City had offered City Hall as a meeting place, and if a time could be scheduled the developers would go through their entire presentation with the neighbors before the public hearing, if the neighbors were open to that.

Chair Countegan indicated he was ready to entertain a motion.

MOTION by Mantey, support by Trafelet, that proposed PUD 1, 2023, submitted by Martin Manna, dated June 19, 2023, be set for public hearing for the Planning Commission's next available regular meeting agenda, on August 17, 2023.

Motion passed unanimously by voice vote.

PUBLIC COMMENT

Richard Owens, Holly Hill Farms, shared the following concerns and questions regarding Planned United Development (PUD) 1, 2023 (Item 5A on tonight's agenda):

- What does "affordable housing" mean, and how does the proposed apartment complex compare to other apartment complexes along 12 Mile Road?
- How would the proposed development affect nearby property values?
- Has there been any pressure from the State to approve this PUD?
- Mr. Owens said the applicants notified neighbors only tonight regarding tonight's meeting.

City Attorney Shultz noted that there is a legal definition of affordable housing that has to be met. However, when making its recommendation to City Council, the Planning Commission will function in its role as a land-use approving body, and how much money potential tenants make will not be considered.

ADJOURNMENT

Motion by Trafelet, support by Ware, to adjourn the meeting at 9:01pm.

Motion carried unanimously by voice vote.

Respectfully Submitted,

Marisa Varga
Planning Commission Secretary
/cem

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
August 17, 2023, 7:30 P.M.**

CALL MEETING TO ORDER

The Planning Commission Regular Meeting was called to order by Vice Chair Trafelet at 7:30 p.m.

ROLL CALL

Commissioners present: Aspinall, Brickner, Grant, Mantey, Trafelet, Stimson, Varga, Ware

Commissioners Absent: Countegan

Others Present: City Planner Perdonik, City Attorney Schultz, Planning Consultant
Tangari

APPROVAL OF THE AGENDA

MOTION by Brickner, support by Ware, to approve the agenda as published.

Motion passed unanimously by voice vote.

PUBLIC HEARING

A. PLANNED UNIT DEVELOPMENT (PUD) 1,2023

LOCATION: 29905, 29915, and 29845 Thirteen Mile Road
PARCEL I.D.: 22-23-11-201-004, 005, and 006
PROPOSAL: Construction of multiple-family housing in RA-1, One Family
Residential zoning district
ACTION REQUESTED: Recommendation to City Council
APPLICANT: Martin Manna
OWNER: Chaldean Community Foundation

Applicant presentation

Martin Manna, Chaldean Community Foundation (CCF), was present on behalf of this application to permit construction of multiple-family housing in RA-1, One Family Residential zoning district. The action requested was that the Planning Commission make a recommendation to City Council regarding this request. Architect Mark Abanatha, Alexander V. Bogaerts & Associates, was also present, as were civil engineer and landscape architect from Nowak and Fraus, and Steven Russo, transportation engineer.

Mr. Manna explained that the Chaldean Community Foundation was based in Sterling Heights and Farmington Hills, and served the Chaldean community and others who come to their offices for health and human services. The Sterling Heights facility sees 40,000 individuals per year. 25% of CCF clients are non-Chaldean. Part of CCF's mission is to provide attainable housing, with an approved project moving forward in Sterling Heights. Tonight's focus is a proposed a project that will provide attainable housing and replace two existing blighted homes along the Thirteen Mile Road Corridor.

The project will offer attainable housing for those that meet an average median income with rental rates close to market rate. Rates will be dictated by the Michigan State Housing Development Authority (MSHDA), and will not be a voucher program.

CCF was applying for funding through MSHDA, which funding is typically 30-40 year loans. CCF is a nonprofit, charitable organization, and will maintain the property during the duration of the loan.

The proposed site is adjacent to The Baptist Manor, which provides attainable housing for seniors. The proposed site is in a Community Development Block Grant qualified census track.

CCF has had discussions with homeowner associations to discuss issues, including traffic issues.

Commissioner Mantey referred to correspondence received by the Planning Commission in advance of the meeting, and asked the applicant to provide more details about the Michigan State Housing Development Authority program.

Mr. Manna noted existing affordable housing developments in the City, including the Baptist Manor. He said the program was not necessarily a voucher program, but would be a blended type of rent control program. Rent would be controlled by MSHDA, and would only allow a small inflation-based annual rate increase. Participants would have to meet an average median income.

In response to a question from Commissioner Mantey, Mr. Manna said that the minimum income for participants ranged from \$51,000-\$68,000. Applicants with no income will not qualify for the program.

In response to a question from Commissioner Brickner, Mr. Manna said that the average rental rate will be about \$1,100 for one or two bedroom rental units, and that rental rates will fluctuate based on the median income rate. The average monthly rental rate in the City was about \$1,400/month. The people living in the development will have access to CCF's health and human services programs.

City Attorney Schultz explained that issues of residents' income and the program rental rate will not be considered by the Planning Commission when making a recommendation to the City Council. The Planning Commission will make their determination based on land use issues.

Mr. Abanatha noted that prior to this evening's meeting CCF had gone through a series of submissions with staff, met with the Planning Commission, and met with homeowners. The Planning Commission had agreed that the applicant met the initial qualifications for a PUD based on their concept plan, and the applicant had now submitted a more detailed set of plans.

Mr. Abanatha said that one of the main discussion topics at the prior Planning Commission meeting was activation along Thirteen Mile Road; the development would activate the area and would encourage other developers to continue development along the corridor.

Mr. Abanatha emphasized the compatibility of this project with adjacent projects. The development would be compatible with existing multi-family developments on the east and west sides of Thirteen Mile Road, and would act as a transition to single family homes on Thirteen Mile Road. The development would also activate underutilized parcels in the community.

The Fire Department and Engineering Department had completed detailed reviews of the project plans since the applicant met with the Planning Commission. After meeting with the Fire Marshall, the

applicant agreed to replace a proposed turf block emergency access with a paved emergency access. The applicant proposed access stubs to the east and west to improve emergency access as well as circulation on the site. All buildings would be fire suppressed and would allow access on all sides.

Mr. Abanatha explained that CCF was sensitive to the single family homes surrounding the proposed site. The applicant therefore proposed buildings that were two stories on the ends and three stories in the center. This design would allow more units in a building, decrease the building footprint on the site, and maximize green space, allowing the applicant to save more trees and create a buffer between the development and single family homes. The combination 2-story/3-story buildings will also create architectural interest and provide a vertical break in the roofline. The 2-story sections will be closest to the single family neighbors.

A detailed landscaping analysis had been completed. There would be a minimum of 140 feet between proposed buildings and adjacent homes. A large number of existing trees would be kept on the property. Existing trees of 30'- 50' height would create a buffer between the development and adjacent homes. Also, the applicant was open to meeting with adjacent homeowners to discuss views and potentially add additional evergreen screening. The proposed buildings would represent 13.6% lot coverage.

Mr. Abanatha recognized residents' concern about traffic, which he contends is an existing problem on Thirteen Mile Road. A detailed traffic analysis had been completed by their traffic engineer, who had spoken with residents and was present tonight. The analysis determined that there was not expected to be any discernible impact to traffic operations on the adjacent road network, and the proposed site access drive would operate acceptably.

Mr. Abanatha said that the applicant was providing public benefits as discussed at a prior meeting and as outlined in tonight's packet; in return they were requesting some deviations from the zoning ordinance:

- 169 parking spaces instead of the ordinance requirement of 200 parking spaces, providing ~1.7 spaces per unit.
- 5.5-inch deviation to the building height requirement of 30'.
- Request density consistent with the RC-3 district.
- Requesting relief from tree replacement requirements.

As previously noted, the project was part of a Michigan State Housing and Development Authority pilot program. One of the benefits offered by the project was to provide attainable/workforce housing for the community.

In closing, Mr. Abanatha said the project would provide attainable housing, address blight, increase property values, provide employment during construction, and provide a new park that could be accessed from Thirteen Mile Road. The project would activate an underused area of the community.

Mr. Abanatha asked the Planning Commission for a recommendation for approval of the PUD to the City Council.

In response to questions from the Commission, the applicants provided the following further information:

- The requested height deviation was 5.5 inches (not 5.5 feet).
- A landscape plan and an analysis of the existing trees had been provided.
- A letter from the applicant's traffic engineer had been provided.

- There were existing mature trees on the applicant's property that would not be removed. There were also existing mature trees on adjacent properties. The applicant would add trees to the treeline and provide a wildlife corridor to allow the existing wildlife to adjust its habitat.

Consultant Review

Referencing the July 11, 2023 Giffels Webster memorandum, Planning Consultant Tangari gave the background and review for this application for a PUD, to permit construction of multiple-family housing in RA-1, One Family Residential zoning district. Planning Consultant Tangari highlighted the following:

- The proposed site was on three parcels on the south side of Thirteen Mile Road. The 5.98-acre site was currently zoned RA-1, One Family Residential District, with a minimum lot size of 20,000 square feet. There were two existing houses on the site.
- PUDs allowed the City to grant exceptions to the zoning ordinance in exchange for criteria outlined in the ordinance.
- The applicant had not submitted a Final Site Plan concurrent with their PUD application. If the PUD was approved by City Council, the applicant would be required to request Final Site Plan approval from the Planning Commission.
- The site did not have any wetlands or other water features; it did have many existing trees.
- The site was surrounded by RA-1 zoning. Single family was the land use on all sides of the site.
- The applicant proposed 100 housing units in five buildings arranged around a central courtyard. There would be 60 one bedroom units and 40 two bedroom units.
- The project was pursuing funding from the Michigan State Housing Development Authority.

Planning Consultant Tangari reviewed the criteria for PUD qualification as outlined in the zoning ordinance:

Criteria for qualifications (Section 34-3.20.2). In order for a zoning lot to qualify for the Planned Unit Development option, the zoning lot shall either be located within an overlay district or other area designated in this chapter as qualifying for the PUD option, or it must be demonstrated that all of the following criteria will be met as to the zoning lot:

- A. The PUD option may be effectuated in any zoning district.
- B. The use of this option shall not be for the sole purpose of avoiding the applicable zoning requirements. Any permission given for any activity or building or use not normally permitted shall result in an improvement to the public health, safety and welfare in the area affected.

The proposed use—apartments—is not permitted in the RA-1 district. This is the primary deviation from ordinance standards; density is consistent with the RC-3 district.

- C. The PUD shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards. Problems or constraints presented by applicable zoning provisions shall be identified in the PUD application. Asserted financial problems shall be substantiated with appraisals of the property as currently regulated and as proposed to be regulated.

The applicant is proposing density consistent with the RC-3 district. The applicant's narrative notes that a rezoning to RC-3 was considered, but the PUD process was more suited to achieving the goals of the project.

- D. The Planned Unit Development option may be effectuated only when the proposed land use will not materially add service and facility loads beyond those contemplated in the Future Land Use Plan unless the proponent can demonstrate to the sole satisfaction of the city that such added loads will be accommodated or mitigated by the proponent as part of the Planned Unit Development.

The number of apartment units proposed on the site clearly exceeds the number of single-family units that could be built under RA-1 zoning (100 versus 13). The applicant has provided a traffic study, and provided stub streets as requested by Engineering and Fire.

- E. The Planned Unit Development must meet, as a minimum, one of the following objectives of the city:
- i. To permanently preserve open space or natural features because of their exceptional characteristics or because they can provide a permanent transition or buffer between land uses.
 - ii. To permanently establish land use patterns which are compatible or which will protect existing or planned uses.

The applicant identifies the nearby multi-family development (which is not directly adjacent) and under-utilization of the parcels fronting on 13 Mile as factors in meeting this criterion.

- iii. To accept dedication or set aside open space areas in perpetuity.
- iv. To provide alternative uses for parcels which can provide transition buffers to residential areas.

The applicant highlights this qualification criterion, and specifically says that this use could serve as a transition from the mile road to single-family to the south.

- v. To guarantee the provision of a public improvement which could not otherwise be required that would further the public health, safety, or welfare, protect existing or future uses from the impact of a proposed use, or alleviate an existing or potential problem relating to public facilities.
- vi. To promote the goals and objectives of the Master Plan for Land Use.
- vii. To foster the aesthetic appearance of the city through quality building design and site development, the provision of trees and landscaping beyond minimum requirements; the preservation of unique and/or historic sites or structures; and the provision of open space or other desirable features of a site beyond minimum requirements.
- viii. To bring about redevelopment of sites where an orderly change of use is determined to be desirable.

The applicant's narrative also addresses this criterion.

Though only one objective must be met by the plan, the applicant's narrative directly addresses objectives ii, iv, and viii.

- F. The PUD shall not be allowed solely as a means of increasing density or as a substitute for a variance request; such objectives should be pursued through the normal zoning process by requesting a zoning change or variance.

An increase in density is sought by the applicant. Given that the proposed use is not permitted in the underlying district, it appears that the request is not made solely to avoid a variance.

The Planning Commission granted preliminary PUD qualification to the applicant on June 15, 2023, citing objectives E.iv and E.viii. Preliminary qualification did not guarantee final PUD approval.

Planning Consultant Tangari reviewed the conceptual site plan in terms of compliance with dimensional requirements, and noted that the applicant was seeking relief from ordinance standards as follows:

- a. Permit multi-family at RC-3 density.

The proposed density of 240 rooms was consistent with the maximum of 248 rooms allowed in the RC-3 district. The maximum number of units available on the site in RA-1 zoning was 13. The Master Plan future land use map designated the site as Single Family, and was part of a Residential Special Planning Area, titled 13 Mile Road Near Middlebelt (No. 1) in the 2009 Master Plan. Goals for that area included maintaining the one family residential use character of the road frontage and encouraged cluster arrangements to protect natural features, and included policies.

- b. Permit reduction in parking from 200 spaces to 169.
c. Permit additional building height: 30 ft, 5.5in vs 30 ft.
d. Relief from tree replacement requirements.

The applicant provided a tree inventory, but not a tree replacement calculation.

- e. Relief to allow more than 8 spaces where there are dead end parking lanes.

Commissioner Stimpson asked if the property was originally zoned R-3, would this development be able to be built. Planning Consultant Tangari said the proposal would be allowed in an RC-3 district except for the deviations already mentioned, which could potentially be obtained through seeking relief from the Zoning Board of Appeals.

Commissioner Stimson asked how this proposal met the requirement of Section 34-3.20.2.C, which read: *“The PUD shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards.”*

Planning Consultant Tangari said this was a question for the applicants. However, it did seem that most if not all objectives of this development could be met through conventional RC-3 zoning.

Commissioner Stimson pointed out that the applicants must meet all the criteria listed in order to qualify for a PUD. If criteria C. was not met the project would not qualify for a PUD.

Planning Consultant Tangari said the request for a waiver for tree replacement, as noted during tonight's meeting, would be a big ask before the ZBA. City Planner Perdonik agreed, saying it would be more usual to seek a Planning Commission waiver in this case.

Commissioner Stimson said that if developers are unable to plant replacement trees on site they normally pay into the tree fund.

Commissioner Mantey said he had difficulty walking the property. Were the two existing homes abandoned?

Planning Consultant Tangari said he could not speak to the existing status of the homes.

In response to questions from Commissioner Mantey, Planning Consultant Tangari said if the 3 lots were combined and developed as a subdivision under the existing RA-1 zoning, up to 13 units could be built on the site. During such a development trees would be removed and would have to be replaced. Trees that were part of a private lot could potentially be removed by the homeowner.

Commissioner Brickner pointed out that even if the PUD was approved by City Council, it will not go forward without meeting Engineering and Fire Department standards, including the engineering standard that water may not run off onto neighboring properties.

Public hearing

Vice Chair Trafelet opened the public hearing.

City Attorney Schultz advised everyone that tonight's request related to land use only. Any discussion of tenant incomes, for instance, was not relevant to the Planning Commission's decision in this case.

In opposition:

The following individuals opposed the PUD rezoning request:

1. Ray Pastor, Holly Hills
2. Raymond Pastor, Westgate Subdivision
3. Kathy Leik, Richmond Hill, Westgate Subdivision
4. Michelle Nagoda, Richmond Hill, Westgate Subdivision
5. Isaac Dunn, adjacent neighbor to proposed development
6. Adrienne Davies, Holly Hills Farms, HOA Board Member, Chair of Holly Hills Architecture Committee
7. Alan Isner, Holly Hills Farms, Lot 97, adjacent to proposed development.
8. Larissa Gallagher, adjacent property owner
9. John Nagoda, Richmond Hill, Westgate Subdivision
10. Richard Olenzek, 29729 High Meadow
11. Sieglinde (no last name given), 29976 Highmeadow, HOA Member
12. Adrian Schneider, Holly Hills Farms
13. Lisa Banks, Highmeadow, Holly Hills Farms
14. Wendy Sanders, 29840 Southbrook Lane
15. Karen Gee, Richmond Hill, Westgate Subdivision
16. Arlene Speiser, Westgate Subdivision
17. Amy Broglin-Peterson, Northbrook Street, Westgate Subdivision
18. Sam Rabah, Westgate Subdivision
19. Adele Letterman, Westgate Subdivision

20. Liviu Marinica, Westgate Subdivision
21. Ben Peterson, Northbrook Street, Westgate Subdivision
22. Louise Lieberman, 13 Mile Road
23. Julie Skene, Highmeadow, Holly Hill Farms
24. Josiah LaColla, Highmeadow, Holly Hill Farms

Several of those who opposed the PUD rezoning brought up their love for this area and the existing diversity in their neighborhood. Some spoke of their support for the work being done by CCF, while believing this location was not appropriate for the proposed development. Others were concerned about the nature of the “attainable” housing as defined by the applicants. Some participants spoke about moving to this area to get away from high-density communities elsewhere; those who would be the closest neighbors spoke of “not signing up” to live next door to a high-density apartment development. One of the speakers noted there was a petition with 435 signatures opposing this rezoning request.

Those who opposed the PUD rezoning request brought up the following specific concerns:

- Lack of compliance with the Master Plan, which called for the maintenance of this stretch of land as one-family residential housing, along with protecting the natural hillside and existing trees.
- High density 3-story apartments in the middle of a single family, park-like neighborhood. Light pollution and noise pollution will increase in what is now a quiet neighborhood, especially as 169 vehicles will be warming up during winter weather. High density will require more infrastructure uses.
- Baptist Manor requested rezoning of same area in 2014 from RA-1 to RC-1, in order to add 30 units, and was denied, based on being out of character with the neighborhood and adding stress to the infrastructure. RC-3 would allow a 45% increase from RC-1.
- Low income rental as required by MSHDA.
 - Farmington Hills was already 38% rental housing; 412 units were set aside as affordable housing.
 - Range of income will be 30% - 80% of AMI (Average Median Income). Taxpayers will be funding the rents.
- The three existing properties are owned by Mobi Investment, who has allowed the properties to deteriorate, with no maintenance and no improvements. The blight is the responsibility of the property owner, who has been cited numerous times over the years.
- Increased traffic.
 - Traffic would double in an area where school busses picked up and dropped off school children. Another traffic light would be needed, in a less than optimum placement 850’ from the existing traffic light.
 - The traffic study was done in the middle of the day, in the middle of the week, in the middle of summer, when several surrounding roads were under construction.
 - The exit will cause conflicting left turns with the subdivision across 13 Mile Road.
- Destruction of wildlife habitat, including deer habit, which would exacerbate the existing deer and deer/car accident problems in the City. Farmington Hills has 20 deer per square mile, and had the second most deer related accidents – 125 – of any municipality in Michigan. Residents were concerned about other wildlife that lived on the site. Was a wildlife study conducted as promised?
- Decreased home values. This development will be an eyesore.
- Building height. Several residents spoke of an extra 5’5” height above ordinance standards; however, the request is for 5.5”. One architect from the Holly Hills neighborhood said the discrepancy is explained by how the height is measured.

- Loss of privacy due to the height of the proposed buildings, combined with upper story balconies looking out on Holly Hills. No fences would separate the single family community from the proposed development.
- Loss of natural beauty and landscape buffer. Most trees to remain are deciduous trees, which will not buffer during the winter.
- Reduced setbacks.
- Parking will be inadequate for the use generally, and particularly will be inadequate when residents have gatherings on site. Parking will back up to existing homes. There will be much more impervious pavement than if developed under RA-1 zoning.
- Holly Hills is considering going for a Historic District designation. The neighborhood had one of the largest collections of mid-century homes and a rare collection of successful local architect-designed homes, and needed to be protected.
- Dumpster is proposed to be 25' from the lot line.
- Increased storm water runoff/flooding. Detention pond will breed mosquitoes.
- Loss of security related to high density apartment complexes, and low-income/affordable apartment complexes.
- Excessive tree removal – more trees will be removed than if developed under RA-1 zoning. The landscape plan schematic appeared to show more trees than would exist on the site, after tree removal was complete.
- Disruption of people's "safe place" affects the mental health of the entire community
- What is the benefit of this development to the community?
- Will the Chaldean Community Foundation pay property taxes?
- If this project is approved, will more multi-family housing be constructed going toward Middlebelt Road?
- Was the current Master Plan update considering this type of development for the entire 13 Mile Corridor?

In support:

The following individuals supported the PUD rezoning request:

1. Jim Manna, W. Bloomfield Township public official and property owner in Farmington Hills.
2. Dave Nona, Triangle Development, 30415 W. Thirteen Mile Road, a residential developer
3. Michael Sarafa, 35267 Stratton Hill Court
4. Mr. Shukri, 22816 Watt
5. Nawras Shukri, Kendallwood neighborhood
6. William Miller, 33477 Quaker Valley Road, County Commissioner

Those who spoke in support of the project emphasized the mission and work of the Chaldean Community Foundation, and the need to support people who were forced to leave the Middle East due to the political situation – including genocide – there. Others spoke of the difficulty of developing single family homes on the subject site, and the validity of the PUD process in this instance.

Those who spoke in support of the PUD rezoning request made the following specific points:

- In June 2023 West Bloomfield Township had unanimously approved a Chaldean Community Foundation project at Walnut Lake Road near Inkster, to redevelop a school property and eventually add a housing development.
- The potential increase in property values, as had occurred elsewhere for projects of this type.
- The need for attainable housing.

- Single family housing was not feasible on the subject site. Homes would have to sell for \$900K - \$1M to make development feasible, and the area would not support those prices.
- The proposed development is compatible with existing development on the south side of 13 Mile Road, including a 3-story condominium development, the Baptist Manor, along with multiple-family developments near 13 Mile and Middlebelt Road.
- Many of the comments made opposing this project were based on a distortion of facts.
- The PUD Process was created to serve projects similar than this one.
- This will be a very attractive affordable housing development. People with modest incomes will be able to live in the 13 Mile area in Farmington Hills. The fact that a foundation was building this project meant more than a millionaire developer who just wanted to come to the community to make money.
- The Kendallwood neighborhood was surrounded by commercial buildings and apartments; this had not negatively impacted that neighborhood.
- It was important for people to have housing and to have the same opportunities that others had.

Seeing that no other public indicated that they wished to speak on this agenda item, Vice Chair Trafelet closed the public hearing and brought the matter back to the Commission.

Commission discussion and questions

In response to questions from the Commission, staff provided the following further information:

- Should this project be approved, the plans will undergo detailed engineering review, during which the applicants will have to submit stormwater calculations, including a comprehensive plan for retention of stormwater on the site that would show how all the water will be retained on site. If the applicant cannot meet that requirement the plan will not move forward.
- Engineering will review the preliminary plans, and provide a detailed review of final plans.
- Parking areas and entrances to buildings generally must be illuminated for safety purposes. However, at nighttime, any lights on the site must be turned down to 70% of maximum intensity – a significant reduction in intensity. At final site plan review, a photometric plan showing lighting levels at all property lines is required, with 0.3 foot candles the maximum illumination level at property lines. Also, for any location on the plan that is within 50’ of a residential district or a public right-of-way the lights must be shielded on that side of the fixture.
- Regarding opposing left turns, good transportation planning practice and engineering practice suggest that opposing driveways be aligned, so that drivers can see the driver across the street from them, and know what they are going to do. When entrances are “jogged,” a more blind situation is created.

Vice Chair Trafelet invited the applicant to address questions raised during public comment.

Regarding the tax question, Mr. Manna said that currently the 3 parcels generate about \$14K annually in taxes. The proposed project will generate about \$50K annually.

City Attorney Schultz cautioned that such numbers could not be verified this evening.

Commissioner Stimson reiterated his position as stated in prior meetings regarding this application:

- This project is not compatible with the neighboring properties, which was all RA-1 zoning. Other RC zoning districts were multiple parcels away, while the subject parcel is completely surrounded by RA-1 zoning.

- The heights of the building combined with the setbacks is “way too much.” A 3 story building 65 feet away was not compatible with the residential district.
- This project did not actually qualify for a PUD, because it did not meet criterion Section 34-3.20.2.C. The applicants should have gone through a normal rezoning application.
- Commissioner Stimson had voted against rezoning when the Baptist Manor came in for a request in 2014, and he opposed to granting the request brought forward tonight.

MOTION by Stimson to recommend to City Council that PUD Plan 1, 2023, received June 19, 2023, submitted by Martin Manna, be denied, for the following reasons:

1. The plans are inconsistent with the goals, objectives, and policies of the Master Plan and applicable provisions of the Planned Unit Development Option in Section 34-3.20 of the Zoning Ordinance, in that
2. The plan does not meet the criterion set forth in Section 34-3.20.2.C.

Motion failed for lack of support.

Commissioner Mantey said he had walked the site, which was very difficult, and when he left he was covered with burrs. Additionally he had walked through poison ivy. There was a City ticket on one of the abandoned structures. He went to the back of the properties and looked around as best he could, to judge where the proposed buildings would be located. Based on that visit, he had come up with what he could support for this site, and offered the following motion:

MOTION by Mantey to recommend to City Council that PUD Plan 2, 2023, received June 19, 2023, submitted by Martin Manna, be approved, because the plans are consistent with the goals, objectives, and policies of the Master Plan and applicable provisions of the Planned Unit Development Option in Section 34-3.20 of the Zoning Ordinance,

SUBJECT TO:

1. Modifications of Zoning Ordinance requirements as indicated on the proposed plan.
2. The following conditions and findings:
 - a. To permanently preserve natural open space and to provide a buffer between land uses, an 80 feet wide landscape buffer is required along the south side.
 - b. The development is limited to a maximum of 80 units.
 - c. The project is exempted from all minimum parking requirements.

Commissioner Mantey said his conditions would require significant changes to the plan, but that was what he could support.

Motion failed for lack of support.

MOTION by Aspinall, support by Stimson, to recommend to City Council that PUD plan 1, 2023, received June 19 2023, submitted by Martin mana be denied for the following reasons:

The plans are inconsistent with the goals, objectives and policies of the Master Plan and applicable provisions of the Planned Unit Development option in Section 34 320 of the zoning ordinance, in that the plan does not meet PUD qualification item C.

Commissioner Brickner said he would oppose the motion because he felt a recommendation to approve should be made to City Council. City Council could then hear from the applicants and the public, and make the final decision.

Commissioner Ware said that the Commission had been meeting monthly to work on updating the 2009 Master Plan. It was now 2023 and things had changed, and the Master Plan should also change. The Master Plan needed to move the City forward, to strike a balance of preservation of the historic things that make Farmington Hills great while transitioning into those things that will make the community sustainable for another 100 years.

City Attorney Schultz advised that the Commission did not need to make a decision tonight. Regarding the Master Plan, this proposal was completely different from the current Master Plan, and during the update discussions, there had been no suggestion of changing the Master Plan for this part of the City, and no discussion had focused on this part of the City. The Commission needed to be able to make a recommendation as to whether the proposed development is consistent with the Master Plan, and whether the 8 criteria for PUD qualification were met.

Vice Chair Trafelet called the motion on the floor.

Roll call vote:

Aspinall	yes
Stimson	yes
Ware	no
Varga	no
Grant	no
Brickner	no
Mantey	no
Trafelet	yes

Motion to recommend denial failed 3-5.

MOTION by Ware, support by Grant, that further discussion and action regarding PUD Plan 1, 2023, received June 19, 2023, submitted by Martin Manna, be postponed to a date uncertain, in order to give the Planning Commission time to further investigate and discuss the issues involved.

Roll call vote

Aspinall	yes
Stimson	no
Ware	yes
Varga	yes
Grant	yes
Brickner	no
Mantey	yes
Trafelet	yes

Motion to postpone to date uncertain passed 6-2.

The public was advised that all discussions regarding this request will be held in public meetings. The public hearing, however, was closed. All meetings are posted on the city's website.

At 9:35pm Vice Chair Trafelet called a short break, and reconvened the meeting at 9:42pm.

REGULAR MEETING

PUBLIC COMMENT

None.

COMMISSIONER/STAFF COMMENTS

Commissioner Mantey spoke to the need to be able to visit a site such as the Chaldean Community Foundation site, to be able to see how the proposed changes would affect the site and the surrounding neighborhood, yet when he visited the site he could barely access the portion where the buildings would be constructed. The applicants and/or property owner needed to clean up the site so it could be visited by Commissioners before any decision is made.

After discussion, and recognizing the need to have more discussion regarding PUDs generally and the Chaldean Community project specifically, the following motion was offered:

MOTION by Ware, support by Grant, to set a study session meeting at 5:30 on September 21st, prior to the Master Plan study session.

Motion carried unanimously by voice vote.

ADJOURNMENT

Motion by Grant, support by Ware, to adjourn the meeting at 11:00pm.

Motion carried unanimously by voice vote.

Respectfully Submitted,
Marisa Varga
Planning Commission Secretary
/cem

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION SPECIAL MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
September 21, 2023, 6:30 P.M.
Planned Unit Development (PUD) 1, 2033 Study**

CALL MEETING TO ORDER

The Planning Commission Special Meeting was called to order by Chair Countegan at 6:30 p.m.

ROLL CALL

Commissioners present: Countegan, Grant, Trafelet, Stimson, Varga, Ware

Commissioners Absent: Aspinall, Brickner, Mantey

Others Present: City Planner Perdonik, Staff Planner Canty, City Attorney Schultz,
Planning Consultant Tangari

APPROVAL OF THE AGENDA

MOTION by Trafelet, support by Stimson, to approve the agenda as submitted.

Motion passed unanimously by voice vote.

PLANNED UNIT DEVELOPMENT (PUD) 1, 2023 STUDY

For the benefit of residents present, Chair Countegan made general comments regarding the role of the citizen planners who serve on the Planning Commission, and overviewed process and background regarding Planned Unit Developments. Tonight's meeting was to provide an opportunity for Commissioners to ask questions regarding process, and learn more about proposed Planned Unit Development 1, 2023. The applicants were here and would make brief comments as well. As at all public meetings, the public would be given the opportunity to make comments, in this case toward the end of the meeting. If public comment went longer than the scheduled time for this meeting (approximately 7:25pm), time would be given during the regular 7:30 meeting for public comment to continue.

PUD 1, 2023 was not on tonight's 7:30 regular meeting agenda. It would be heard again by the Planning Commission at the October 26, 2023 meeting.

City Planner Perdonik explained that the Planning Commission's charge during PUD review was to ensure the proposal met the City's policies and ordinances, and to make sure the project was consistent with the City's current Master Plan. In the present instance, the Master Plan showed the parcels in question as being zoned RA-1, single family residential. The area was also called out in the Master Plan as part of Special Planning Area #1, which also envisioned the area as single family residential. The Special Planning Area narrative in the Master Plan included a conceptual layout for the entire area.

- One of the questions the ordinance asks of PUD proposals is whether the project is in accordance with the goals and objectives of the Master Plan (Section 34-3.20.1.A). Fundamentally, the Planning Commission was making decisions within the context of the Master Plan.

- Six criteria for approval were listed in the ordinance; all the criteria must be met in order for a PUD project to be approved.
- The Planning Commission was a recommending body for PUD proposals; final approval or denial is under the authority of City Council.

Tom Haji, Chaldean Community Foundation (CCF), briefly reviewed the background and plan that had been presented to the Planning Commission at prior meetings, and to the neighbors during community meetings. Mr. Haji made the following points:

- The proposal was for five 3-story buildings, with 100 attainable housing units, on 6 acres. The \$25M project was partially funded through grants and donor partners, and was supported by MSHDA (Michigan State Housing Development Authority). The timeline for the project was dependent on approvals being granted in a timely way and grants being received per the granting agency's timetable.
- CCF has the property under contract, and since last November studies and surveys had been done on site relative to this development.
- Attainable workplace housing was a great need throughout the state. About 2/3 of the state's residents qualify for attainable housing. There were zero existing attainable housing units in Farmington Hills.
- Other lots on the 13 Mile Corridor are being marketed as residential income lots.
- Current average rental rates are ~\$1600 - \$1700/month. People who are making less than \$25 per hour cannot afford to live in such apartment homes. The rental rates for this project are more in line with what working residents can pay, or ~\$800 - \$1100/month.
- It is unlikely that any residential builder will seek to construct residential homes on these lots.
- The developers were open to dialoguing with their residential neighbors regarding amenities and desired buffering.

Chair Countegan opened the meeting to Commission questions and discussion, which included:

- In response to questions, Planning Consultant Tangari said the vision for the area in the current Master Plan is for a pocket neighborhood/small single family development with a couple of cul-de-sacs. That vision and the concept development in the Master Plan applied to about 8-9 existing lots, more than the 3 lots being discussed this evening.
- The question before the Planning Commission was one of density. Was there justification to allow greater density than that shown in the current Master Plan? Is the proposal a reasonable alternative to the Master Plan, and if so, why is it a reasonable alternative?
- The project should show consistency with the Master Plan and compatibility with surrounding areas. This proposal dealt only with a portion of Special Planning Area #1, leaving the remaining pieces of Special Planning Area isolated in terms of RA-1 zoning.
- Commissioner Stimson thought that the proposal was actually an RC-3 project, with two minor deviations – for height and parking – which could be resolved through the variance process. The PUD ordinance states that: *The PUD shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards.* In this case, it seemed like the applicants were using the PUD process to “get around” the zoning ordinance. If this was allowed, what was the purpose of the zoning ordinance? This PUD project would allow spot zoning to exist at this location. Underlying zoning changes should not be made through a PUD project. It was likely no one on the Commission had previously looked at this site and thought it should be changed to RC-3 zoning. This project represented too significant a change from RA-1 zoning.
- General discussion focused on how the City could shift its vision and welcome change. Changing the City's vision, or accommodating a changed vision, was the purpose of reviewing and revising the

Master Plan. In the meantime, people who purchased homes in the subdivision behind this parcel had an expectation, based on the existing Master Plan, that single family housing would be encouraged and constructed on these lots.

- Chair Countegan suggested that part of the underlying question is how the Commission views what has been happening with these parcels, and whether the existing Master Plan vision still makes sense there. On the other hand, perhaps the proposed PUD did not make sense in this location. Either way, it was appropriate for the Commission to have a discussion about the proposal. Could the PUD address everyone's concerns via the negotiation process? One of the challenges when making a recommendation to City Council was addressing the question: how does the Planning Commission see the future? In the same way as 5 years ago? Or was the vision now somewhat different?
- Commissioner Stimson said the proposal did not address everyone's concerns. There were many neighbors who did not feel their concerns were being addressed. This development was too close to the residential neighborhood and was too dense.
- Chair Countegan pointed out that Commissioners were also residents and neighbors in the City. The Commission did not control what proposals came before them, but the Commission was responsible for reviewing proposals and acting on them.
- Commissioner Ware said that this was not an easy conversation to have. There was the danger of missing an important opportunity for the City.

Applicant Architect Abanatha explained some of the process the development team went through as they brought this plan to the City and worked through the best way to present it. This is a special project, being brought to the City during a time of Master Plan review. This PUD project was based on bringing something special and unique to the City.

After speaking to the deliberative, transparent nature of the PUD process, Chair Countegan opened the meeting to public comment.

Emilio Ramiriz, President of Holly Hills HOA, said that the 6 criteria for granting a PUD development under the ordinance had not been met. He felt the PUD was being used to avoid zoning restrictions in order to increase density. The proposed development was not compatible with the surrounding neighborhood, and did not provide a transition buffer between uses, but became a separate use in a residential neighborhood.

Kristi Kelly said she did not think this project qualified for a PUD project. The land was designed in the Master Plan for single family infill for a single family project, not a high density PUD. While it was true that attainable housing projects were needed and were being proposed throughout the state, most of those proposed locations were in higher density, more commercial locations, not a quiet residential area such as this one.

Mark Sanders, Westgate, said that this high density apartment project goes against the guidelines in the Master Plan. The project was not a transition buffer. The proposed PUD was inappropriate for this area and was not compatible with the surrounding neighborhood. The proposal did not meet PUD ordinances, and was clearly being used to avoid zoning standards. He asked the Planning Commission to recommend denial of this request.

Cathy Leik, Westgate, was opposed to the height of the proposed buildings, which per her calculations were higher than the height claimed by the applicants. She was also opposed to the increased density in this neighborhood. There were other, larger parcels in the City that could accommodate this development.

Seeking to place this development on 6 acres in the center of residential development was not appropriate, and would set precedent for density along the rest of 13 Mile Road. This proposal should be denied.

Chair Countegan noted that the time had come to close this Special Meeting, in order to open the Regular Planning Commission meeting on time. In order to accommodate residents who still wished to speak, Chair Countegan suggested that public comment be allowed to continue after opening the Regular Meeting.

COMMISSIONER COMMENTS

None.

ADJOURNMENT

Motion by Trafelet, support by Grant, to adjourn the Special Meeting at 7:28pm.

Motion carried unanimously by voice vote.

Respectfully Submitted,
Marisa Varga
Planning Commission Secretary
/cem

**MINUTES
CITY OF FARMINGTON HILLS
PLANNING COMMISSION MEETING
31555 W ELEVEN MILE ROAD
FARMINGTON HILLS, MICHIGAN
October 26, 2023, 7:30 P.M.**

CALL MEETING TO ORDER

The Planning Commission Regular Meeting was called to order by Chair Countegan at 7:30 p.m.

ROLL CALL

Commissioners present: Aspinall, Brickner, Countegan, Grant, Mantey, Trafelet, Stimson, Varga, Ware

Commissioners Absent: None

Others Present: City Planner Perdonik, City Attorney Schultz, Planning Consultant Bahm

APPROVAL OF THE AGENDA

MOTION by Brickner, support by Trafelet, to approve the agenda as published.

Motion passed unanimously by voice vote.

REGULAR MEETING

A. PLANNED UNIT DEVELOPMENT 1, 2023

LOCATION: 29905, 29915, and 29845 Thirteen Mile Road
PARCEL I.D.: 22-23-11-201-004, 005, and 006
PROPOSAL: Construction of multiple-family housing in RA-1, One Family Residential zoning district
ACTION REQUESTED: Recommendation to City Council
APPLICANT: Martin Manna
OWNER: Chaldean Community Foundation

Planner's review

Referencing the July 31, 2023 Giffels Webster memorandum, and noting that the PUD request had been reviewed in a prior Planning Commission meeting, Planning Consultant Bahm gave a brief overview and review of this application for PUD approval.

This application was first heard by the Planning Commission June 15, 2023, when the Commission made a determination of preliminary qualification for a planned unit development. A public hearing was held on August 17, 2023 with continuing public discussion on September 21, 2023.

The proposal was for 100 multi-family units, including 60 one-bedroom and 40 two-bedroom units. The resulting density is consistent with the RC-3 district. The applicants were seeking 3 deviations from the zoning ordinance:

- a. Permit multi-family at RC-3 density.
- b. Permit reduction in parking from 200 spaces to 169 spaces.
- c. Permit additional building height of 30'5.5", vs. the 30' requirement.

Planning Commission deliberation

Chair Countegan advised that the Planning Commission held a public hearing in August, and took public comments and questions in September as well. The process had been fair and open. No further public comment would be taken this evening; this was the Planning Commission's opportunity to deliberate regarding this request.

Commissioner Brickner wondered if the buildings could be reduced to 2-stories, so that they would fit within the zoning ordinance requirements, and perhaps be more palatable to the neighbors.

Commissioner Mantey said that a PUD application must show a compelling reason to develop under the PUD option. He suggested that dedicating an 85' naturally preserved greenspace buffer between this development and the neighboring residential use would help provide that reason.

Commissioner Mantey said he had visited the site, and knew that if the property were developed under straight zoning, almost all the trees would be lost. Under a PUD requiring an 85' buffer, at least 50 of the trees could be saved.

Commissioner Stimson argued that this proposal was going against the Master Plan. By introducing an RC use in this location, the entire corridor would eventually be built under RC zoning. This is not what the Master Plan envisions. While Mr. Mantey's suggestion of an 85' buffer made more sense than what was being offered, the proposal was too dense for this location.

Chair Countegan summarized that the Planning Commission was in the process of reviewing the Master Plan; the Master Plan evolves and changes with time. The PUD process gives the most flexibility in terms of creative development and offering protections to neighbors. This project did carry with it the major issue of additional density.

Commissioner Stimson said that even with the Master Plan undergoing review, this area would never have been envisioned as RC-3 zoning if it were not for this project. If this project was not approved, the Planning Commission would not then seek to rezone the site to RC zoning.

Commissioner Trafelet agreed.

Commissioner Ware noted that the Commission had discussed this area as part of its Master Plan review. This area did need revitalization, but the Commission had not come up with a conclusion as to how that revitalization should take place.

Commissioner Grant agreed that this location was not appropriate for this type of development, although she strongly supported the idea of having affordable housing.

Commissioner Brickner supported this PUD proposal. There were multi-family developments on either end of this stretch of 13 Mile Road, with vacant homes in between that were basically "rotting on the spot." He did not think constructing new single family homes on these lots was ever going to be a viable option, and most likely the entire area will end up being more dense than RA-1 zoning. The current Master Plan was over 10 years old, and any revision should reflect that single family

housing in this area is not sustainable. He supported a larger buffer as suggested by Commissioner Mantey, but he did not support RA-1 zoning as the only option for the area.

In response to the public present at tonight's meeting, and in response to comments from the Chair, City Attorney Schultz advised that the Commission must allow everyone to comment, or no one to comment. The Commission was not obligated to take public comment this evening.

Noting that extensive public comment had been heard at two Planning Commission meetings, Chair Countegan reiterated that no further public comment would be taken this evening.

Commissioner Brickner cautioned that this type of project requires funding sources that have stipulations and a time schedule. Perhaps the applicant would like to offer modifications to the plan this evening.

After Commission discussion, and with Commissioners noting the number of times this application had been before them, Chair Countegan said that tonight's deliberation would be limited to the plan presented by the applicant. The developer could always come back with a new plan for consideration.

MOTION by Stimson, support by Trafelet, that the Planning Commission recommend to City Council that PUD Plan 1, 2023, received June 19, 2023, submitted by Martin Manna, be denied, because:

- 1. The proposed development does not meet the applicable regulations of Section 34-3.20.1, because:**
 - a. The development is not in accordance with the goals and objectives of the master plan for land use, which calls for single family use of the property.**
 - b. The significant increase in density does not further the objectives of the zoning ordinance or the master plan for land use and will not result in a development that promotes the public health, safety and welfare, given the adjacency to existing single family uses.**
 - c. The proposed development will not be compatible with and will materially adversely impact adjacent single family uses.**
- 2. The proposed development does not clearly meet any of the objectives of Section 34-3.20.E because a dense multiple-family use is not compatible with existing or planned uses in the area and does not serve as an appropriate transition buffer to the existing single-family residential areas. The applicant has not established that the redevelopment of the property with permitted uses cannot be accomplished.**

Motion discussion:

Commissioner Mantey thought that an 85' transition landscape buffer such as he had suggested would justify a PUD development in this case. He would not support the motion as stated, but would also not support any motion recommending approval that did not include such a buffer.

Chair Countegan said that in his opinion, a realistic look at 13 Mile Road and specifically the lots being discussed this evening shows an evolution regarding the expectation of single family development there; it seemed unlikely that single family homes would be built. While it was true the Master Plan does not allow for anything except single family, the PUD was the correct tool for a compromise proposal, whether for tonight's application or for a future application. He would not support the motion, because he felt a future revision of the Master Plan will reflect the reality of what was occurring in this area. A PUD development could provide a rebirth of the area, while also

providing a buffer to its residential neighbors. He looked forward to a development that will embrace some of the goals for the area.

Motion to recommend denial passed 6-3 (Brickner, Countegan, Mantey opposed).

City Planner Perdonik said the proposal and the Planning Commission's recommendation will go to City Council on November 27.

Michael Sarafa, Attorney to the Chaldean Community Foundation, said that tonight was their 5th appearance before the Planning Commission. They were open to modifying the plan, but they had not been given specific direction as to what to modify. The PUD process was used to support good projects that might not otherwise be allowed in communities. Working with Farmington Hills process had been a frustrating experience; the Farmington Hills process was broken.

City Attorney Schultz advised that correct process had been followed throughout all the meetings relative to this application. He would be happy to talk with the applicant regarding how they could present a different application to the Planning Commission.

PUBLIC COMMENT

None.

COMMISSIONER/STAFF COMMENTS

Commissioner Grant announced that her son was married last weekend.

Commission discussion included:

ADJOURNMENT

Motion by Mantey, support by Ware, to adjourn the meeting at 9:15pm.

Motion carried unanimously by voice vote.

Respectfully Submitted,
Marisa Varga
Planning Commission Secretary

/cem

MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL – COUNCIL CHAMBER
NOVEMBER 13, 2023 – 6:00PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Pro Tem Bruce at 6:03pm.

Council Members Present: Boleware, Bridges, Bruce, Knol, and Newlin

Council Members Absent: Barnett and Massey

Others Present: City Manager Mekjian, City Clerk Smith, Director Brockway
and City Attorney Joppich

**CHALDEAN COMMUNITY FOUNDATION MULTIPLE-FAMILY HOUSING PROJECT
(PLANNED UNIT DEVELOPMENT 1, 2023)**

Charmaine Kettler-Schmult, Director of Planning and Community Development, explained that the purpose of the study session meeting was to update the current City Council and incoming Mayor and City Council on the project. The city’s Planning Consultant will speak on the project and then the proponent will make their presentation with time for some questions from Council.

Jill Bahn, Planning Consultant from Giffels Webster, explained that a Planned Unit Development (PUD) is a tool that communities can utilize to allow for more flexibility in a development in exchange for some community benefit not otherwise provided with a project. She discussed the steps involved to go through the PUD process and discussed the surrounding zoning and request for the project before Council this evening. She noted that the Planning Commission recommended denial of the project at its last public hearing meeting. Deviations from the current zoning ordinance that were being requested by the proponent include:

- Increased density – 240 rooms proposed that would be consistent with the RC-3 district. Under the current RA-1 zoning, the maximum number of units would be 13
- Increased building height – 35 feet 5 inches is proposed and the requirement is 30 feet
- Parking spaces – 169 proposed and 200 parking spaces are required

Council inquired about the trade-offs or community benefit for allowing a PUD for this project and inquired about the surrounding zoning and whether this would be considered spot zoning if changed for this parcel.

Consultant Bahn responded that a potential community benefit could be the offering of affordable housing with this project but it is the decision of Council to determine why they would deviate from their zoning standards. She added that she would not necessarily consider this spot zoning but the question for Council would be if this is out of character for the area and whether there is a community benefit.

Martin Manna, Chaldean Chamber of Commerce and Community Foundation, commented on the many meetings held with the Planning Commission and commented that they were provided any feedback following the last public hearing meeting. The project includes affordable housing that is an extension of Botsford Manor. Mr. Manna discussed the Chamber and Foundation and their purpose and services provided to the community. He explained that the project is a MSHDA project that would be rent-

controlled and based on media income with the units being provided for persons making \$68,000 annually or less. He explained that separate from the Planning Commission meetings they held a private meeting with the neighbors and their main concern was traffic. He believes there is a demand for attainable housing in Farmington Hills and he presented to Council drawings and information on their current mission driven projects.

Tom Haji, Director of the Chaldean Community Foundation, explained at this is a \$25 million dollar project in the city and they have received approval by MSHDA for funding. Community benefits include providing for smaller units and affordable housing that is in high demand, developing a corridor that has remained dormant for the last 27 years, offering greenspace/park area and creating both temporary and permanent jobs.

Mr. Haji outlined other available land in the community and why this project would not be possible in other locations throughout the city. He added that a developer has not proposed a single-family project along this corridor and that their project fits the future master plan for this area. They conducted a traffic study due to concerns expressed by residents in the area, which he believes shows there would be no significant impact on the area. The traffic that is being seen today in the area is largely due to construction projects throughout the city pushing traffic onto other streets. He reiterated that they have strong support and funding from the state for the project and that this is a logical extension to the west and not spot zoning.

Council requested information from the Planning Department with regard to available land in the city for this project.

Council complimented the proponent on forming their Foundation and the services they provide to the community. Concerns expressed included having only one ingress/egress to the site, density and the majority of the surrounding zoning currently RA-1 single-family and having no transition to that zoning. It was suggested that condos would provide for a better transition to the RA-1 zoning on this site and suggested that investing into existing apartment buildings or hotels might be another option.

Council questioned if the area was proposed to remain RA-1 or if there would be a change with the master plan discussions. Consultant Bahn responded that there was some discussion at the Planning Commission level as to whether they should look at changes in this area.

There was a request for clarification on the height. Consultant Bahn clarified that the proponent was requesting a height of 35 feet 5 inches not 30 feet 5.5 inches as noted in their memo and that a corrected memo would be provided to Council for the public hearing meeting.

Further discussion was held on density and number of homes allowed in other RA single-family districts. It was noted that the RA-3 single-family district would allow for a maximum of 24 single-family homes.

Mr. Manna stated that they originally approached the city about putting this project at a parcel at 14 Mile and Middlebelt Roads and they looked at 12 Mile and Inkster but there were many projects that had already been denied by Council for that area and that property since sold and is being developed. He explained that they cannot building condominiums with a subsidized, affordable housing project and they cannot own the property until the project is approved.

Council inquired how the proponent would maintain and update the development if they had a 30-40 year loan and could not raise rents for the life of the loan. Mr. Manna responded that there is cash flow for maintenance and updating the development and that is all part of public record.

A member of Council suggested referring to this project simply as housing rather than affordable or attainable housing and agreed this type of housing is needed in the community.

ADJOURNMENT

The study session meeting adjourned at 7:21pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. Smith', written over a horizontal line.

Pamela B. Smith, City Clerk

**CITY OF FARMINGTON HILLS
PLANNING COMMISSION PUBLIC HEARING NOTICE**
www.fhgov.com

DATE: August 17, 2023
TIME: 7:30 P.M.
PLACE: Farmington Hills City Hall, City Council Chamber
31555 W. Eleven Mile Road
Farmington Hills, Michigan 48336
ITEM: Planned Unit Development 1, 2023

The Farmington Hills Planning Commission shall consider an application received June 19, 2023, submitted by Martin Manna, for approval of a Planned Unit Development (PUD) to construct multiple-family housing in an RA-1, One Family Residential zoning district.

The subject property is located at 29915, 29905, and 29845 Thirteen Mile Road, on the south side of Thirteen Mile Road, between Orchard Lake and Middlebelt Roads, and being more particularly described as: Parcel Identification Numbers: 22-23-11-201-004, 005, and 006; City of Farmington Hills, Oakland County, Michigan.

Any interested person is invited to comment on the request in person at the scheduled hearing, or written comments may be submitted to the City of Farmington Hills Planning Office at 31555 W. Eleven Mile Road, Farmington Hills, Michigan 48336, or eperdonik@fhgov.com, prior to the hearing. The application may be reviewed at the Planning Office between 8:30 a.m. and 4:30 p.m., Monday through Friday.

Erik Perdonik
City Planner

Phone: (248) 871-2540
Email: eperdonik@fhgov.com
Publish: August 2, 2023



Procedures for accommodations for persons with disabilities:

The City will be following 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) 871-2410 at least two (2) working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

EMPLOYMENT AGREEMENT

CITY OF FARMINGTON HILLS

CITY CLERK

This Employment Agreement (hereinafter referred to as “Agreement”), dated _____, 20____, is made and entered by and between the City of Farmington Hills (hereinafter sometimes referred to as “Employer”), a Michigan municipal corporation, and Carly Lindahl (hereinafter sometimes referred to as “Employee”), and Employee and Employer shall be referred to in this Agreement together as the “Parties.”

W I T N E S S E T H:

WHEREAS, Section 3.09 of the Charter of the City of Farmington Hills, Michigan, provides for the appointment of a City Clerk by the City Council, and City Council and Employee have expressed a desire that said appointment shall be by contract between Employer and Employee; and

WHEREAS, accordingly, Employer and Employee execute this contract establishing her employment as the City Clerk, compensation, term of employment, and other terms and conditions of employment.

NOW, THEREFORE, the Parties agree as follows:

1. Employee is hereby employed as the City Clerk of the City of Farmington Hills and is hereby vested with the authority applicable to the position of City Clerk as set forth in the Charter of the City of Farmington Hills, the ordinances and resolutions of the City Council adopted thereunder, and the laws of the state of Michigan. Employee hereby assumes the duties, responsibilities, and obligations of that office, as set forth in the Charter of the City of Farmington Hills, the ordinances and resolutions of the City Council adopted thereunder, and the laws of the state of Michigan.

2. The appointment of Employee and the terms and conditions of this Agreement shall become effective at 12:01 A.M. on January 22, 2024, and shall terminate at 12:00 midnight on January 21, 2027, unless renewed as provided herein for additional terms. This Agreement will be automatically renewed for additional three-year terms unless Employer gives notice of its intent not to renew this Agreement by written notice served upon Employee not less than one hundred and eighty (180) days prior to the end of any term.

3. As compensation for her services, Employer shall pay to Employee the annual salary of One Hundred and Twenty-eight Thousand (\$128,000.00) Dollars, such compensation to be paid in installments on regular Employer paydays. City Council shall review said salary compensation annually from the date hereof and, unless otherwise mutually agreed by the Parties, said salary shall be increased, at a minimum, as follows: (a) in 2025, One Thousand (\$1,000.00) Dollars plus the greater of either five (5%) percent or the average percentage increase provided to other non-union civilian executive level employees of Employer through Council’s approval of the 2024-25 annual budget; (b) in 2026, One Thousand (\$1,000.00) Dollars plus the average percentage increase provided to other non-union civilian executive level employees of Employer through Council’s approval of the 2025-26 annual budget; (c) in 2027, One Thousand (\$1,000.00) Dollars plus the average percentage increase provided to other non-union civilian executive level employees of Employer through Council’s

approval of the 2026-27 annual budget; and (d) for each year this Agreement is renewed after 2027, if any, in increments equal to the average percentage increase provided to other non-union civilian executive level employees of Employer through Council's approval of that fiscal year's annual budget or otherwise. This Agreement shall be automatically amended to include such annual salary increases without the need for a formal written amendment.

4. In addition to the compensation set forth in Section 3 of this Agreement, all provisions of the City Charter, City Ordinances, and all regulations, policies, and rules of Employer relating to the vacation, sick leave, retirement and pension system contributions, deferred compensation, life insurance, dental insurance, optical reimbursement, medical and hospitalization insurance, disability insurance, and other fringe benefits and working conditions as they now exist or hereinafter may be amended shall also apply to Employee as they would to other department heads of the Employer, except as otherwise provided herein. Employer reserves the right to alter, modify, or terminate any or all of its benefits, including but not limited to insurance plans, provided to non-union employees during the term of this Agreement and Employee may not rely on any specific coverage or term of such plans or benefits being maintained by the Employer solely for Employee's benefit. Changes to the benefits provided to non-union employees after the date of this Agreement shall also apply to Employee.

5. Employer agrees to pay, in an amount as determined and approved by City Council annually in the City Budget, the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of Employer.

6. Employer hereby agrees to pay, in an amount as determined and approved by City Council annually in the City Budget, the expenses of Employee for professional and official travel, meetings, and occasions considered desirable by City Council to allow Employee to continue the professional development of the City Clerk position and to adequately pursue necessary official and other functions for Employer, including but not limited to the annual conference of the International Institute of Municipal Clerks (IIMC) and conferences of the Michigan Association of Municipal Clerks (MAMC).

7. Employer also agrees to pay, in an amount as determined and approved by City Council annually in the City Budget, the expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of Employer.

8. Employer agrees to pay to Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$4,440.00 per year, payable monthly in the amount of \$370.00 per month, as a vehicle allowance to be used to purchase, lease, own, operate, and maintain a motor vehicle. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

9. During the term this Agreement is in force, Employee agrees to devote all of her time and energy and give her best attention exclusively to the business of Employer and to carry out her duties and responsibilities as City Clerk under and in accordance with the City Charter, City Code, and this Agreement to the best of her ability. Employee agrees to remain an exclusive employee of Employer and agrees not to accept other employment or to become employed by any other employer

while this Agreement is in effect, provided this provision shall not be construed to preclude occasional teaching, writing, consulting, or military reserve service performed on Employee's time off.

10. City Council shall annually review and evaluate the performance of Employee, on a date to be mutually agreed upon by Employee and the Mayor. The performance review and evaluation shall be undertaken in a form and manner desired by City Council in consultation with Employee. The evaluation criteria, if any, may be added to or deleted from as the City Council may from time to time determine in consultation with Employee.

11. Unless otherwise agreed in writing by the Parties, in the event Employee resigns from her position with Employer, Employee shall give City Council at least thirty (30) days advance written notice, unless the Parties agree otherwise. Unless otherwise agreed in writing by the Parties, in the event Employee resigns from her position, she shall not be entitled to the severance pay described in Section 13, below, but she shall be compensated for all accrued vacation time and receive any other accrued benefits to which she may be entitled pursuant to the Employer's post-employment employee benefits policies and ordinances in existence at the time this Agreement is terminated.

12. Employer may terminate this Agreement at any time because of any violation by Employee of the terms of this Agreement or of the terms of the City Charter or of the ordinances, policies, rules, procedures, codes or resolutions adopted by the City Council or the City Manager (as they currently exist or may hereafter be adopted or amended), or because of a willful misrepresentation by Employee to the City Council or the City Manager, or because of Employee's conviction of: (i) any felony; (ii) a misdemeanor that would reflect negatively on Employer (such as, but not limited to, an offense involving illegal drug use or alcohol abuse, sexual misconduct, assault, assault and battery, fraud, embezzlement, or theft); or (iii) any illegal act involving personal gain to her or affecting the performance of her duties under this Agreement. Such action shall be taken only after a designee of the City Council has provided Employee with notice of the charge or charges proffered against her relating to any of the above causes for termination and she has had an opportunity to appear before City Council in her own defense. In the event Employee has been charged by a prosecuting authority with any of the aforementioned crimes or illegal acts, during the period of time between the issuance of any such charges against Employee and entry of a conviction in court, and after having been notified and given the opportunity to appear before City Council in her own defense, Employee may be suspended by the City Council. Employer also may terminate this Agreement at any time because of permanent disability such that Employee becomes unable to perform her duties and qualifies for long term disability insurance, provided Employee has been sent written notice of such termination at least thirty (30) days prior to the effective date of the termination. In the event that this Agreement is terminated as provided for in this Section, after the effective date of any such termination, Employee shall have no further right to compensation, deferred compensation plan contributions described above or any other benefits identified under this Agreement and shall not be entitled to severance pay under Section 13 below but shall be compensated for all accrued vacation time and receive any other accrued post-employment benefits to which she may be entitled pursuant to Employer's employee benefits policies and ordinances in existence at the time this Agreement is terminated.

13. Anything herein above to the contrary notwithstanding, it is distinctly understood between the Parties that Employee is an at-will employee, the term of her employment rests solely in the discretion of the City Council, and Employer reserves the right to terminate this Agreement for any reason at any time upon written notice served upon Employee stating when, not less than thirty (30) days thereafter, such termination shall become effective, and thereafter this Agreement shall be null

and void. Upon said termination under this Section, Employee shall receive any accrued post-employment benefits to which she may be entitled pursuant to Employer's employee benefits policies and ordinances in existence at the time this Agreement is terminated and Employee shall receive a severance payment equal to three (3) months' salary, and Employer shall pay required premiums in full to provide all health-related insurance coverage for the Employee and dependents as described in this Agreement for a duration of the severance payment under this Section not to exceed three (3) months.

14. General Provisions:

A. City Council shall fix any such other terms and conditions of employment relating to the performance of Employee as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law or ordinance.

B. All provisions of Employer's personnel rules and policies, as they now exist or hereafter may be amended, shall apply to Employee as they would to other non-union employees of the Employer, unless otherwise provided in this Agreement.

C. A waiver or non-enforcement by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

D. Employee agrees to submit appropriate and required documentation for expenses to be reimbursed under to this Agreement.

E. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, such provision or such portion thereof shall be deemed severed from this Agreement, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have entered into this Agreement at the City of Farmington Hills, in the State of Michigan, and have signed the Agreement or caused it to be signed by their duly authorized representatives as of the date and year first above stated.

EMPLOYEE:

EMPLOYER:

City of Farmington Hills

Carly Lindahl

By: _____,
_____, Mayor

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
November 27, 2023

SUBJECT: OAKLAND COUNTY INFORMATION TECHNOLOGY SERVICES INTERLOCAL AGREEMENT AND RESOLUTION

ADMINISTRATIVE SUMMARY

- The City of Farmington Hills utilizes several systems provided by Oakland County: Courts Law Enforcement Management Information Systems (CLEMIS), Fire Records Management Systems (FRMS), Collaborative Asset Management Systems (CAMS), and Geographic Information System (GIS). The systems allow City Departments access & sharing capabilities to critical information about law enforcement, fire incidents, infrastructure and more.
- In addition, Eagle View's Pictometry product which will offer oblique aerial imagery. This capability to view and analyze structures from four-different directions will complement our traditional top-down imagery and provide additional benefits including:
 - Additional information for Police & Fire as they analyze crime or accident scenes, fight fires, and locate building entrances.
 - Allow disaster and pre-planning imagery for fire scenarios & evacuation locations for public building (including schools) in case of an incident.
 - Assist the Zoning & Assessing Divisions with innovative ways to identify zoning violations and to locate & assess structures/additions built with & without permits which will increase accuracy of taxable value information.
- Attached is an agreement that has been developed by Oakland County Corporate Council, and reviewed by Johnson, Rosati, Schultz, Joppich, PC.
- There is no charge for the City to utilize GIS or Pictometry. The City does pay for CLEMIS, CAMS & FRMS which are budgeted annually and vary year to year based upon activity levels. Currently Fire budgets \$7,300.00, Public Services budgets \$8000.00 and Police budgets \$97,952.00.
- The Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

RECOMMENDATION

In view of the above, it is recommended that City Council adopt the attached resolution and authorize the City Manager to sign the agreement.

Prepared by: Michelle Aranowski, Director of Central Services

Reviewed by: Matthew Malone, GIS Coordinator

Reviewed by: Jeff King, Police Chief

Reviewed by: Jon Unruh, Fire Chief

Approved by: Gary Mekjian, City Manager

**CITY OF FARMINGTON HILLS
OAKLAND COUNTY, MICHIGAN**

RESOLUTION

At a regular meeting of the City Council of the City of Farmington Hills, Oakland County, Michigan, held at

PRESENT:

ABSENT:

The following resolution was offered by Councilmember _____ and approved by Councilmember _____.

OAKLAND COUNTY IT SERVICES AGREEMENT

WHEREAS the City of Farmington Hills has utilized the Oakland County Information Technology Services including CLEMIS, FRMS, CAMS, GIS & Pictometry for many years, and

WHEREAS a formal agreement outlining the services provided by Oakland County is mandated of all its members,

NOW, THEREFORE, BE IT RESOLVED that the Farmington Hills City Council authorized the City Manager to enter into the Oakland County Information Technology Services agreement for a five year period.

AYES:

NAYS:

ABSTENTION:

ABSENT:

STATE OF MICHIGAN)

) SS

COUNTY OF OAKLAND)

I, the undersigned City Clerk of the City of Farmington Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council held at _____ on the _____ day of _____, 2023, and original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2023.

Pamela Smith, City Clerk
City of Farmington Hills

**AGREEMENT FOR I.T. SERVICES BETWEEN
OAKLAND COUNTY AND
CITY OF FARMINGTON HILLS**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Farmington Hills ("Public Body") 31555 W. Eleven Mile Rd., Farmington Hills, MI 48336-1103. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement for the purpose of providing Information Technology Services ("I.T. Services") for Public Body pursuant to Michigan law.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of the County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to a violation of the Michigan anti-terrorisms act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.

- 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6. **Public Body** means the City of Farmington Hills which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit, to obtain I.T. Services.
- 1.7. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the I.T. Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **I.T. Services** means the following individual I.T. Services provided by County's Department of Information Technology, if applicable:
 - 1.9.1. **Online Payments** mean the ability to accept payment of monies owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or electronic debit of a checking account.
 - 1.9.2. **Over The Counter Payments** means the ability to accept payment of monies owed to Public Body initiated via a credit card reader attached to an on-premise computer with access to a website maintained by County using a credit card or a debit card that functions as a credit card.
 - 1.9.3. **Pay Local Taxes** means the ability to accept payment of local property taxes owed to Public Body initiated via a website maintained by County using a credit card, a debit card that functions as a credit card, or an electronic debit of a checking account. (Does not apply to Public Bodies outside of Oakland County).
 - 1.9.4. **Jury Management System** means a subscription based software that facilitates the selection and communication with potential and selected individuals who may serve as jurors.
 - 1.9.5. **Collaborative Asset Management System ("CAMS")** means providing for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS within the County of Oakland in order to promote the effective maintenance and care of these assets.
 - 1.9.6. **Remedial Support Services** means providing Public Body assistance with diagnosis and configuration of Public Body owned system components.

- 1.9.7. **Data Center Use & Services** means providing space for Public Body’s equipment in County’s Data Center and access to electrical power and backup power.
- 1.9.8. **Oaknet Connectivity** means use of communication lines and network equipment maintained by County for the transmission of digital information whether leased or owned by County.
- 1.9.9. **Internet Service** means access to the Internet from Public Body's work stations. Access from the Internet to Public Body's applications, whether at County or at Public Body (hosting), is not included.
- 1.9.10. **CLEMIS** means the Court and Law Enforcement Management Information System, an information management system comprised of specific software applications (CLEMIS Applications) operated and maintained by the CLEMIS Division of County.
- 1.9.11. **ArcGIS Online** means the ability to access a web based, collaborative Geographic Information System (GIS) that allows users having an ArcGIS Online (AGO) Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.
- 1.9.12. **Data Sharing** means the ability for the Public Body to utilize Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS).
- 1.9.13. **Pictometry Licensed Products** means the ability to use a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.
- 1.9.14. **Security Best Practices Advice** means providing information on tools that may be used to enhance network security posture.
- 1.10. **Service Center** means the location of technical support and information provided by County's Department of Information Technology.
- 1.11. **Exhibits** mean the following descriptions of I.T. Services which are governed by this Agreement only if they are attached to this Agreement and selected below or added at a later date by a formal amendment to this Agreement:
- Exhibit I: Online Payments
 - Exhibit II: Over The Counter Payments
 - Exhibit III: Pay Local Taxes
 - Exhibit IV: Jury Management System
 - Exhibit V: Collaborative Asset Management System (CAMS)
 - Exhibit VI: Remedial Support Services
 - Exhibit VII: Data Center Use and Services
 - Exhibit VIII: Oaknet Connectivity
 - Exhibit IX: Internet Service
 - Exhibit X: CLEMIS

- X Exhibit XI: ArcGIS Online
- X Exhibit XII: Data Sharing
- X Exhibit XIII: Pictometry Licensed Products
- Exhibit XIV: Security Best Practice Advice

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its Department of Information Technology, shall provide the I.T. Services selected above which are attached and incorporated into this Agreement.
- 2.2. County shall support the I.T. Services as follows:
 - 2.2.1. **Access.** County will provide secure access to I.T. Services for use on hardware provided by Public Body as part of its own computer system or as otherwise provided in an Exhibit to this Agreement.
 - 2.2.2. **Maintenance and Availability.** County will provide maintenance to its computer system to ensure that the I.T. Services are functional, operational, and work for intended purposes. Such maintenance to County's system will include "bug" fixes, patches, and upgrades, such as software, hardware, database and network upgrades. The impact of patches and/or upgrades to the applications will be thoroughly evaluated by County and communicated to Public Body through their Points of Contact prior to implementation in Public Body's production environment. County will reserve scheduled maintenance windows to perform these work activities. These maintenance windows will be outlined specifically for each application in the attached Exhibits.
 - 2.2.2.1. If changes to scheduled maintenance windows or if additional maintenance times are required, County will give as much lead time as possible.
 - 2.2.2.2. During maintenance windows, access to the application may be restricted by County without specific prior notification.
- 2.3. County may deny access to I.T. Services so that critical unscheduled maintenance (i.e. break-fixes) may be performed. County will make prompt and reasonable efforts to minimize unscheduled application downtime. County will notify the Points of Contact about such interruptions with as much lead time as possible.
- 2.4. **Backup and Disaster Recovery.**
 - 2.4.1. County will perform periodic backups of I.T. Services hosted on County's computer system. Copies of scheduled backups will be placed offsite for disaster recovery purposes.
 - 2.4.2. County will maintain a disaster recovery process that will be used to recover applications during a disaster or failure of County's computer system.
- 2.5. **Auditing.** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of County's data and County's compliance with Federal, State and local laws and industry standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS.)

2.5.1. In order to limit possibility of data theft and scope of audit requirements, County will not store credit card account numbers. County is only responsible for credit card data only during the time of transmission to payment processor.

2.6. **Training and Information Resources.** County may provide training on use of the I.T. Services on an as-needed basis or as set forth in an Exhibit to this Agreement.

2.7. **Service Center.** I.T. Service incidents requiring assistance must be reported to the Service Center, by the Points of Contact, to the phone number, e-mail or website provided below. The Service Center is staffed to provide support during County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. The Service Center can receive calls to report I.T. Service outages 24 hours a day, 7 days a week. Outages are defined as unexpected service downtime or error messages. Depending on severity, outage reports received outside of County's normal business hours may not be responded to until the resumption of County's normal business hours.

Service Center Phone Number	248-858-8812
Service Center Email Address	servicecenter@oakgov.com
Service Center Website	https://sc.oakgov.com

2.8. County may access, use and disclose transaction information and any content to comply with the law such as a subpoena, Court Order or Freedom of Information Act request. County shall first refer all such requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response if requested by the Public Body's Points of Contact, and if able to access the requested information. County shall not distribute Public Body's data to other entities for reasons other than in response to legal process.

2.9. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. The County will provide Public Body with access to these terms and conditions. County will provide notice when it becomes aware of changes to the terms and conditions of these agreements that are applicable to Public Body.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall immediately notify County of any unauthorized use of the I.T. Services and any breach of security of the I.T. Services. Public Body shall cooperate with County in all investigations involving the potential misuse of County's computer system or data.

3.2. Public Body is the owner of all data provided by Public Body and is responsible to provide all initial data identified in the attached Exhibits, in a format acceptable to County, and, for the CLEMIS Exhibit, as required by applicable statute, regulation, or administrative rule. Public Body is responsible for ensuring the accuracy and currency of data contained within its applications.

3.3. Public Body shall follow County's I.T. Services requirements as described on County's website. Public Body shall comply with County's minimum standards for each Internet browser used by Public Body to access I.T. Services as set forth in an Exhibit(s) to this Agreement. Public Body shall meet any changes to these minimum standards that County may reasonably update from time to time.

- 3.4. Public Body shall not interfere with or disrupt the I.T. Services provided herein or networks connected with the I.T. Services.
- 3.5. Public Body requires that each Public Body Employee with access to I.T. Services shall:
 - 3.5.1. Utilize an antivirus software package/system on their equipment and keep same updated in a reasonable manner.
 - 3.5.2. Have a unique User ID and password that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.5.3. Maintain the most reasonably current operating system patches on all equipment accessing the I.T. Services.
- 3.6. If authorized by County, Public Body may extend I.T. Services to other entities which are created by or primarily funded by state or local authority. If County authorizes Public Body to provide access to any I.T. Services to other entities, Public Body shall require those entities to agree to utilize an antivirus software package/system on computers accessing the I.T. Services and to assign users of the I.T. Services a unique User ID and password that will be terminated when a user is no longer associated with the entity. Public Body must require an entity receiving I.T. Services under this Section, to agree in writing to comply with the terms and conditions of this Agreement and to provide County with a copy of this writing.
- 3.7. For each I.T. Service covered by an Exhibit to this Agreement, Public Body shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.7.1. Direct coordination and interaction with County staff.
 - 3.7.2. Communication with general public supported by Public Body.
 - 3.7.3. Following County's procedures to report an application incident.
 - 3.7.4. If required by County, attend training classes provided by County either online or at County's Information Technology Building in Waterford, Michigan or other suitable location determined by County.
 - 3.7.5. Providing initial support services to Public Body users prior to logging a Service Center incident with County.
 - 3.7.6. Requesting security changes and technical support from the Service Center.
 - 3.7.7. Testing Applications in conjunction with County, at the times and locations mutually agreed upon by County and Public Body.
 - 3.7.8. To report a service incident to the Service Center, one of Public Body's Points of Contact shall provide the following information:
 - 3.7.8.1. Contact Name
 - 3.7.8.2. Telephone Number
 - 3.7.8.3. Email Address
 - 3.7.8.4. Public Body Name
 - 3.7.8.5. Application and, if possible, the specific module with which the incident is associated.

- 3.7.8.6. Exact nature of the problem or function including any error message that appeared on the computer screen.
- 3.7.8.7. Any action the Points of Contact or user has taken to resolve the matter.
- 3.8. Public Body may track the status of the incident by calling the Service Center and providing the Incident Number.
- 3.9. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's data.
- 3.10. I.T. service providers require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service, in order to provide I. T. Services to Public Body. Public Body agrees to comply with these terms and conditions. Public Body may follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State. If Public Body is a Court, a signature from the Chief Judge of the Court shall evidence approval by the Public Body, providing a resolution and minutes does not apply. If the Public Body is the State of Michigan, approval and signature shall be as provided by law.
- 4.2. Notwithstanding Section 4.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to the Agreements to add Exhibits that were previously approved by the Board of Commissioners but are requested by Public Body after the execution of the Agreement. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.
- 4.3. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **PAYMENTS.**

- 5.1. I.T. Services shall be provided to Public Body at the rates specified in the Exhibits, if applicable.
- 5.2. **Possible Additional Services and Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to I.T. Services the Public Body receives under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying, producing or testifying regarding such data or information. County may waive this requirement in its sole discretion.
- 5.3. County shall provide Public Body with a detailed invoice/explanation of County's costs for I.T. Services provided herein and/or a statement describing any amounts owed to County.

Public Body shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 5.4. If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 5.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 5.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. Except as provided for in Section 5.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party

have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. USE OF CONFIDENTIAL INFORMATION

- 7.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to the County or to a Public Body Employee not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information which can establish by legally sufficient evidence: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 7.2. Within five (5) business days' receipt of a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

8. DISCLAIMER OR WARRANTIES.

- 8.1. The I.T. Services are provided on an "as is" and "as available" basis. County expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 8.2. County makes no warranty that (i) the I.T. Services will meet Public Body's requirements; (ii) the I.T. Services will be uninterrupted, timely, secure or error-free; nor (iii) the results that may be obtained by the I.T. Services will be accurate or reliable.
- 8.3. Any material or data downloaded or otherwise obtained through the use of the I.T. Services is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

9. **LIMITATION OF LIABILITY.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.

10. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County's Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County's Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this

Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

11. **TERMINATION OR CANCELLATION OF AGREEMENT.**

11.1. Either Party may terminate or cancel this entire Agreement or any one of the I.T. Services described in the attached Exhibits, upon one hundred twenty (120) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement or one of the Exhibits, for any reason including convenience.

11.2. Early termination fees may apply to Public Body if provided for in the Exhibits.

11.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision. A termination of one or more of the Exhibits which does not constitute a termination of the entire Agreement may be accepted on behalf of County by its Director of Information Technology.

12. **SUSPENSION OF SERVICES.** County, through its Director of Information Technology, may immediately suspend I.T. Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the I.T. Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend I.T. Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 11. County shall not incur any penalty, expense or liability if I.T. Services are suspended under this Section.

13. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

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

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

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

18. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.

19. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
20. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 21.1. If Notice is sent to County, it shall be addressed and sent to: Chief Information Officer, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 21.2. If Notice is sent to Public Body, it shall be addressed to: Matt Malone, mmalone@fhgov.com, 31555 W. Eleven Mile Rd., Farmington Hills, MI 48336-1103.
- 21.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **ENTIRE AGREEMENT.**
- 23.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Services described in the attached Exhibits. With regard to those Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 23.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Gary Mekjian hereby acknowledges that he/she has been authorized by a resolution of the City of Farmington Hills, a certified copy of which is attached, or by approval of the Chief Judge if the Public Body is a Court, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____

Gary Mekjian
City Manager

DATE: _____

WITNESSED: _____

DATE: _____

AGREEMENT

ADMINISTRATOR: _____

(IF APPLICABLE)

DATE: _____

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

EXECUTED: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT V
I.T. SERVICES AGREEMENT
COLLABORATIVE ASSET MANAGEMENT SYSTEM (CAMS)

INTRODUCTION

The purpose of the Collaborative Asset Management System (“CAMS”) I.T. Service is for County to provide Public Body with use of the CAMS together with related training and other related services, as needed. The CAMS will provide for the collaborative use of information related to public assets, such as water, sanitary sewer, and/or storm sewer infrastructure, that is managed by various governmental entities participating in the CAMS (herein referred to as “participating governmental entities”) within the County of Oakland in order to promote the effective maintenance and care of these assets.

County entered into an agreement with Azteca Systems LLC that permits County to deploy Cityworks Software and Related Materials to Public Body. The Public Body will need access to and use of the Cityworks Software and Related Materials to use and participate in the CAMS. The Parties desire for Public Body to be authorized to access and use Cityworks Software and Related Materials as specified in the Azteca Master Purchase Agreement (Contract # 005702), which can be provided to Public Body upon request.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County will host, support, and make available to Public Body the CAMS and will provide training and service as appropriate in accordance with the terms in this Exhibit and the Agreement for I.T. Services between Oakland County and Public Body (hereinafter the “Agreement”).
- 1.2 County will allow Public Body to access the CAMS via an internet browser. County will provide Public Body with a secure internet-based application and an application login for use on computing hardware that is to be provided by Public Body as part of its own computer system.
- 1.3 County will provide CAMS administration and configuration services that are common and universal to all participating governmental entities. County may also provide Public Body with access to administration tools that will allow Public Body to make customizations to its specific workflow templates.
- 1.4 County will maintain current Cityworks Software licensing and maintenance fees, except where this commitment conflicts with the termination clauses specified in this Exhibit or the Agreement.
- 1.5 County will maintain the CAMS hardware environment consistent with the recommended specifications provided by Azteca Systems LLC to support the Cityworks Server.
- 1.6 County will provide CAMS Administrator training to Public Body on an as-needed basis. Whenever possible, training will be provided in a group setting (online or in-person, at County’s sole discretion) or at the Oakland County Information Technology Building in Waterford Township, Michigan. Training materials may be provided as necessary to assist in the education process.
- 1.7 Upon termination of this Exhibit or the Agreement and after Public Body has paid all of the CAMS costs/fees due and owing to County as provided in this Exhibit,

EXHIBIT V
I.T. SERVICES AGREEMENT
COLLABORATIVE ASSET MANAGEMENT SYSTEM (CAMS)

County will provide Public Body with all of Public Body's records, data, database tables, and database schemas contained in the CAMS, in a format agreed upon by both Parties.

- 1.8 County will send written notification to Public Body if Public Body fails to keep its data reasonably up to date. Public Body must bring its data reasonably up to date within 90 days after County sends the written notification, otherwise County may revoke Public Body's access to the CAMS until Public Body's data is brought reasonably up to date.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall make payments to the County in accordance with the terms set forth in this Exhibit.
- 2.2 Public Body shall maintain internet browser version consistent with the County's standards.
- 2.3 Public Body shall maintain the security of its data and its system security.
- 2.4 Public Body will be responsible for ensuring that computers accessing the CAMS meet the minimum system requirements as defined on the Azteca Systems LLC website.
- 2.5 Public Body shall be responsible for customizations to Public Body specific workflow templates by using the administration tools provided by County.
- 2.6 Public Body warrants that it will use best efforts to ensure the currency and accuracy of the data it provides for use in the CAMS.
- 2.7 Public Body shall monitor access to the CAMS and limit access to data to authorized individuals only.
- 2.8 Public Body shall not distribute data belonging to other governmental entities. However, distribution of Public Body's data is at the discretion of Public Body.
- 2.9 Public Body shall cooperate in investigations of potential misuse of the CAMS, Cityworks Software and Related Materials, or data.
- 2.10 Public Body shall maintain a unique password in the County's Identity and Access Management (IAM) user store by self-registering in the Service Center.
- 2.11 Public Body shall immediately route communications, including Freedom of Information Act ("FOIA") requests, made by the public to the governmental entity that owns the infrastructure in question, also known as the "Asset Owner" as indicated in the CAMS data.
- 2.12 Public Body shall cooperate with other participating governmental entities in the use of the CAMS.
- 2.13 Public Body shall designate one representative to act as a primary point of contact and "CAMS Administrator," whose responsibilities will include:
- Direct coordination and interaction with County staff;

EXHIBIT V
I.T. SERVICES AGREEMENT
COLLABORATIVE ASSET MANAGEMENT SYSTEM (CAMS)

- Knowledge and access to log incidents within the Service Center;
- Providing “initial support services” to Public Body CAMS users prior to logging a Service Center Incident with the Service Center;
- Communication with other CAMS users within Public Body;
- Attending appropriate training classes;
- Requesting CAMS technical support from the Service Center; and
- Application testing in conjunction with County enhancements and upgrades.

2.14 In the event of termination or cancellation by Public Body pursuant to the terms in the Agreement:

2.14.1 Public Body’s notice of termination does not relieve the Public Body of any of its financial obligations to the County as provided in this Exhibit, which include, but are not limited to, Public Body’s obligation to pay any annual fee, prorated up to the date of termination that becomes due and owing to the County during the termination notice period.

2.14.2 Unless otherwise stated in this Exhibit or the Agreement, Public Body shall have the right to continue to use the CAMS during the termination notice period and, provided Public Body is current with its payments to County, the County shall continue to provide the services described in this Exhibit through the date of termination. This paragraph does not impair or affect the County’s right to suspend I.T. Services as provided in the Agreement.

3.0 CAMS APPLICATION MAINTENANCE & AVAILABILITY

3.1 County reserves the following scheduled maintenance windows to perform CAMS maintenance activities: Monday – Friday: 5:00 a.m. to 7:00 a.m.

3.2 As necessary, a group of CAMS Administrators from various participating governmental entities will be enlisted to test upgrades that will eventually be deployed to the entire CAMS user community. This group may be asked to test at their office location or at County.

4.0 CAMS AUDITING

4.1 County may conduct scheduled and unscheduled audits of user-maintained CAMS data to ensure integrity and reliability.

4.2 County may conduct scheduled and unscheduled security audits of the CAMS to ensure system security is maintained.

4.3 County may audit the usage of the CAMS to ensure Public Body compliance with the Azteca Master Purchase Agreement.

5.0 SUPPORT

5.1 The CAMS will be supported by County’s Information Technology (I.T.) Department, as described in the Agreement and as further described below.

EXHIBIT V
I.T. SERVICES AGREEMENT
COLLABORATIVE ASSET MANAGEMENT SYSTEM (CAMS)

5.2 Service Center Response Times

5.2.1 Service Center incidents are prioritized based on impact and urgency. For High priority incidents, the target acknowledgement time is within 30 minutes during normal business hours and the target resolution time is within 4 business hours. For Normal priority incidents, the target acknowledgement time is within 2 business hours and the target resolution time is within 2 business days.

5.2.2 If for any reason a problem cannot be resolved within the target resolution time, a weekly status report will be provided (via email) until an adequate resolution is found.

5.3 Knowledge Documents/Information Resources

5.3.1 Service Center will maintain knowledge documents that provide support for common questions. New common questions will be posted to the knowledge documents on a regular basis.

5.4 Onsite Support

5.4.1 County will provide onsite support to Public Body on an as-needed basis and at County's discretion. Onsite support visits can be up to four hours long and must be scheduled one week before the onsite visit. Public Body shall contact the Service Center to schedule an onsite support visit.

5.5 Incident Reporting

5.5.1 In addition to the incident reporting procedures and requirements in the Agreement, Public Body shall also state that the incident is regarding the "CAMS" and, if possible, the specific module and/or incident category to which the incident is associated, as provided below:

Application.CAMS.Access : CAMS Access support

Application.CAMS.Designer : CAMS Designer support

Application.CAMS.Inbox : CAMS Inbox support

Application.CAMS.Inspection : CAMS Inspection support

Application.CAMS.Mapping : CAMS Mapping support

Application.CAMS.Other : CAMS General support

Application.CAMS.Permitting : CAMS Permit support

Application.CAMS.Reporting : CAMS Reporting support

Application.CAMS.Service Request : CAMS Service Request support

Application.CAMS.Storeroom : CAMS Storeroom support

Application.CAMS.Work Order : CAMS Work Order support

5.6 After-Hours Technical Support

5.6.1 For the purposes of this Exhibit only, "after-hours" is defined as anytime outside of the County's normal business hours of 8:30 a.m. to 5:00 p.m., EST, Monday through Friday, excluding holidays. After-hours technical support is intended to only address problems such as unexpected system

EXHIBIT V
I.T. SERVICES AGREEMENT
COLLABORATIVE ASSET MANAGEMENT SYSTEM (CAMS)

downtime or unexpected application error messages. After-hours technical support does not include “how to” application support or password resets. Such requests will be addressed during the County’s normal business hours. If the CAMS is unavailable during after-hours, Public Body should call the Service Center phone at 248.858.8812. This call will be routed to the on-call System Administrator who will attempt to repair the problem. Emails and Service Center Incidents will not be addressed until County’s normal business hours.

6.0 SERVICE AND SUPPORT COSTS

Application Provision	Description	Cost	Payment Terms
Software Support and Maintenance	Annual software support and maintenance fee for the use of the Cityworks software and Related Materials.	\$TBD/year for the first three years. Future support cost may increase after third year, not to exceed CPI.	Public Body will be invoiced annually.
CAMS Support, Enhancement and/or Training Services	Incremental CAMS support, enhancements and/or training that exceeds the services defined in this Exhibit.	Level of effort will be mutually agreed upon by the County and Public Body prior to work being started. Work will be billed at the current IT Direct Labor Rates.	Public Body will be billed quarterly by Information Technology
County Cost Recovery for Termination or Expiration	One-time fee to be paid to the County if Public Body terminates the Agreement or opts out of CAMS upon expiration of the term of the Agreement and any applicable amendments.	Level of effort is generally estimated at 40 hours. Work will be billed at the current IT Direct Labor Rates. If there are extenuating circumstances, the level of effort will be mutually agreed upon by the County and Public Body prior to work being started.	Public Body will be invoiced for this one-time fee as part of the quarterly billing cycle.

7.0 LICENSE USE AND ACCESS

7.1 As an Authorized Entity, Public Body is or may be granted permission, by the County, to use the Cityworks Software and Related Materials as defined in and in accordance with the Azteca Master Purchase Agreement or any amendments thereto, which can be provided to the Public Body upon request. County will

EXHIBIT V
I.T. SERVICES AGREEMENT
COLLABORATIVE ASSET MANAGEMENT SYSTEM (CAMS)

provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the Azteca Master Purchase Agreement.

- 7.2 County may enter into new agreements in the future with Azteca Systems LLC or other vendor(s) involving the Cityworks Software or similar applications for the CAMS. Any new agreements with Azteca Systems LLC or other vendor(s) may require Public Body to agree to and comply with terms in the new agreements. In order to access or use the Cityworks Software or similar applications, Public Body shall agree to and comply with any new agreements between the County and Azteca Systems LLC or other vendor(s), which can be provided to the Public Body upon request. County will provide notice to Public Body when it becomes aware that Public Body must comply with new agreements between the County and Azteca Systems LLC or other vendor(s) for the CAMS.
- 7.3 Customized tools and functionality may also be integrated and accessible to Public Body within the Cityworks Software.
- 7.4 Participating governmental entities and their employees that provide services involving mutual aid, public safety, public health and public infrastructure to other participating governmental entities are eligible to access other participating governmental entities' data in the County's enterprise GIS. County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

INTRODUCTION

The I.T. Service described in this Exhibit (OakNet Connectivity) will provide network transport services to government agencies for the purpose of accessing applications and ISP services provided by Oakland County.

1.0 COUNTY RESPONSIBILITIES

- 1.1 County shall provide, install, and maintain the network equipment and cable necessary to deliver the I.T. Service of OakNet Connectivity, which will allow Public Body to connect to the County's network (OakNet) at Public Body's facilities and workstations. OakNet Connectivity permits Public Body to access I.T. Services that County has made available to Public Body.
- 1.2 County shall provide Public Body with a private IP address range, subnet mask, and gateway address for use by Public Body in configuring its internal network and to enable use of this I.T. Service.
- 1.3 County shall provide a single port by which Public Body may connect its internal network to OakNet
- 1.4 County shall use reasonable means to provide the I.T. Service for the transmission of information 24 hours a day, 7 days a week.
- 1.5 County and authorized Vendors shall present identification to Public Body for physical access to the OakNet Connectivity equipment for emergency service and scheduled maintenance.
- 1.6 To the extent practicable, County shall notify Public Body sixty (60) days in advance of pending changes in its contract with its third party connection provider(s). If the County's connection provider(s) is increasing costs, County shall provide Public Body with sufficient information to determine if it wishes to continue receiving this I.T. Service.

2.0 PUBLIC BODY RESPONSIBILITIES

- 2.1 Public Body shall provide adequate space and electrical power for the County to place equipment, an equipment cabinet, and cable.
- 2.2 Public Body shall promptly provide County staff and authorized third party with physical access to County equipment for emergency service and scheduled maintenance.
- 2.3 Public Body shall not mount any equipment in the County's equipment cabinet.
- 2.4 Public Body shall be responsible for configuring and maintaining Public Body's internal network equipment and cabling. Internal network equipment shall include cables connecting Public Body and County equipment.
- 2.5 Public Body shall configure Public Body workstations and other equipment to operate properly on the internal network, including assignment/configuration of the

EXHIBIT VIII
I.T. SERVICES AGREEMENT
OAKNET CONNECTIVITY

local IP addresses, Network Address Translation (NAT), or Domain Name Services (DNS) and as required to access this I.T. Service.

- 2.6 If Public Body terminates this I.T. Service, Public Body shall pay any charges related to early termination of third party communication services provided by County on behalf of Public Body.
- 2.7 Public Body shall be responsible for all costs associated with the relocation, reconfiguration or removal of County equipment and cable, when any of these changes are initiated by or at the request of Public Body, for any reason, including but not limited to relocation of municipal offices, construction, renovation, and discontinuance of services.
- 2.8 Public Body shall not attempt to access, configure, power cycle or connect to any County equipment unless specifically directed to do so by authorized County Department of Information Technology personnel or third party authorized by County.

3.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4.0 SERVICE AND SUPPORT COSTS

County will invoice Public Body monthly for the cost of the communication lines. These charges will be based upon the rates set by the County's connection provider. County may choose to waive any fees for qualified law enforcement departments and for Public Bodies located within Oakland County.

5.0 LICENSE USE AND ACCESS

- 5.1 County grants to Public Body a nonexclusive license to use the County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

INTRODUCTION.

The Courts and Law Enforcement Management Information System (known as “CLEMIS”) is a multi-faceted, regional public safety information management system, operated and maintained by the Oakland County Department of Information Technology, CLEMIS Division. CLEMIS is comprised of many software applications.

CLEMIS was created in 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely manner. The purpose of CLEMIS is to provide innovative technology and related services to criminal justice/public safety agencies to enable them to share data and to improve the delivery of criminal justice/public safety services. Public Bodies that use CLEMIS have realized lower costs and improved efficiency in providing criminal justice/public safety services. These benefits allow first responders additional time to serve and protect citizens.

The Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Exhibit, whether used in the singular or plural, shall be defined and interpreted as follows.
 - 1.1. **CLEMIS** is the Court and Law Enforcement Management Information System, an information management system, comprised of CLEMIS Applications operated and maintained by the CLEMIS Division with recommendations and counsel from the CLEMIS Advisory Committee.
 - 1.2. **CLEMIS Advisory Committee (formerly known as the CLEMIS Advisory or Policy Board)** is an advisory committee that leads the CLEMIS Consortium and that provides recommendations and counsel to the CLEMIS Division regarding the operation and maintenance of CLEMIS.
 - 1.3. **CLEMIS Applications** are the specific software applications that comprise CLEMIS. These software applications are listed and described on the CLEMIS Website and are included in the definition of I.T. Services under this Agreement.
 - 1.4. **CLEMIS Consortium** is a non-legal entity comprised of all CLEMIS Members. Its purpose is to empower criminal justice/public safety agencies to maximize the use of collected data, to enhance daily operations and engage in comprehensive planning. The Consortium is led by the CLEMIS Advisory Committee.
 - 1.5. **CLEMIS Division** is the division in the Oakland County Department of Information Technology responsible for the operation and maintenance of CLEMIS.
 - 1.6. **CLEMIS Fee** is the sum of costs for use of CLEMIS, CLEMIS Applications, and services provided by the CLEMIS Division. These costs are listed and itemized on the CLEMIS Website.
 - 1.7. **CLEMIS Member** means the Public Body that executes this Exhibit and compiles with this Agreement.

I.T. SERVICES AGREEMENT-EXHIBIT X
Approved by CLEMIS Strategic Planning Committee 03/11/21
Approved by CLEMIS Advisory Committee – 4/15/21

EXHIBIT X
I.T. SERVICES AGREEMENT
CLEMIS

- 1.8. **CLEMIS Website** is the portion of the County’s website dedicated to CLEMIS located at www.oakgov.com/clemis or www.clemis.org.
- 1.9. **Criminal Justice Information Services (“CJIS”) Security Policy** is the effective security policy approved by the CJIS Advisory Policy Board setting forth security requirements, guidelines, and agreements for protecting transmission, access, storage, use, generation of, and sources of Criminal Justice Information (“CJI”) as defined in the CJIS Security Policy.
- 1.10. **Fire Records Management System (“FRMS”)** is a CLEMIS Application that provides an integrated technology system to participating fire departments, which is further described on the CLEMIS Website.

2. CLEMIS DIVISION RESPONSIBILITIES.

- 2.1. **Provision of CLEMIS Applications.** County shall provide Public Body with access to CLEMIS and the specific CLEMIS Applications and services marked on Addendum A, which may be changed from time to time. Addendum A is fully incorporated into this Agreement. Notwithstanding any provision in this Agreement, Addendum A and any changes thereto shall be signed by the CLEMIS Division Manager on behalf of County and the authorized representative as designated on Addendum A on behalf of Public Body. The operational descriptions of the CLEMIS Applications and services are set forth on the CLEMIS Website.
- 2.2. **Compliance with Laws, Rules, Regulations, and Policies.** County shall comply with all applicable laws, rules, and regulations and the CJIS Security Policy in the delivery, operation, and maintenance of CLEMIS Applications and in the transmission, access, storage, and use of data through or in CLEMIS Applications.
- 2.3. **No Verification of Data.** County does not verify or review data entered into and stored in CLEMIS for accuracy.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. **Execution of Exhibit VIII.** Unless approved in writing by the CLEMIS Division, Public Body must execute Exhibit VIII to this Agreement (OakNet Connectivity) to provide connectivity for the use and operation of CLEMIS Applications. If Public Body receives approval from the CLEMIS Division not to use OakNet, such approval will be marked on Addendum A.
- 3.2. **Execution of Management Control Agreement.** Public Body shall execute a Management Control Agreement with County as required by and consistent with the CJIS Security Policy, which may be amended from time to time. The Management Control Agreement shall be executed by the persons authorized to sign Addendum A.
- 3.3. **Compliance with Laws, Rules, Regulations, and Policies.** Public Body and Public Body Employees shall comply with the CJIS Security Policy and all applicable laws, rules, and

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regulations when using CLEMIS and when generating, entering, and using data that is stored in CLEMIS.

- 3.4. **Access to CLEMIS.** Only Public Body Employees authorized by Public Body may access and use CLEMIS. Public Body shall keep a list of Public Body Employees authorized to access and use CLEMIS. Public Body shall review this list at least quarterly to ensure its accuracy. Upon written request of County, Public Body shall provide this list to County. Public Body shall not allow any individuals, who are not on this list, to access and use CLEMIS.
- 3.5. **Security/Background Checks.** Public Body shall provide for and pay for security/background checks for all Public Body Employees who access and use CLEMIS, as required by the CJIS Security Policy and any other applicable law, rule, and regulation.
- 3.6. **Data Entry.** Public Body is solely responsible for entering all data that is required by any CLEMIS Applications into CLEMIS.
- 3.7. **Data Ownership.** All data entered into CLEMIS by Public Body shall be and shall remain the data of Public Body.
- 3.8. **Data Accuracy.** Public Body is solely responsible for ensuring that all data entered into and stored in CLEMIS is accurate and complete. Accurate and complete means that the data does not contain erroneous information. Public Body shall immediately correct erroneous information upon discovery of error. To ensure accurate and complete data, Public Body shall conduct regular and systemic audits to minimize the possibility of generating, transmitting, and storing erroneous information.
- 3.9. **Data Update/Expungment/Redaction.** Public Body is solely responsible for updating, expunging, correcting, record locking, or redacting Public Body's data entered into or stored in CLEMIS, as required by law, rule, regulation, court order, or the CJIS Security Policy.
- 3.10. **Access to Public Body Facilities.** Public Body shall allow County employees access to Public Body facilities for maintenance of CLEMIS and to audit Public Body's use of CLEMIS.
- 3.11. **Provision of Hardware/Equipment.** The hardware/equipment needed to access and use CLEMIS shall be purchased, maintained, repaired and replaced by Public Body, unless otherwise agreed, in writing, by the Parties. The hardware/equipment shall meet the specifications and requirements set forth by the CLEMIS Division.
- 3.12. **Changes or Alternations to Public Body Facilities.** If Public Body is required to or decides to make changes or alternations to its facilities/buildings for any reason, then Public Body is responsible for all costs and expenses associated with moving or relocating hardware/equipment used to access CLEMIS or with moving or relocating the medium/connectivity, e.g., fiber, wireless connections, ISDN Lines, T1 Lines, etc., used to access CLEMIS.

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- 3.13. **E-Mail Address.** Public Body shall create and monitor a generic CLEMIS email address. The CLEMIS Division will provide Public Body instructions on how to create this email address. This email address will be the main point of contact for scheduled maintenance, outages, alerts, etc.
- 3.14. **Cooperation.** Public Body shall fully cooperate with County concerning the performance of this Agreement.

4. **PROVISION OF PUBLIC BODY DATA TO PUBLIC BODY OR THIRD PARTIES.**

- 4.1. **Request by Public Body for Public Body Data.** Public Body may request in writing that County provide a copy of portions of Public Body’s data to Public Body. County will provide such data in a format and time period determined by County but will use its best efforts to provide the data in the format and time period requested by Public Body.
- 4.2. **Third Party Requests to County for Public Body Data.**
- 4.2.1. **Michigan Freedom of Information Act Requests.** County will respond pursuant to applicable law, to Michigan Freedom of Information Act (“FOIA”) requests addressed and received by County, Subject to applicable law, if County receives a request for Public Body’s data possessed by County, County will provide written notice to the requesting person identifying the Public Body and stating that the requesting person shall submit their request to the Public Body. Public Body shall be responsible for responding to all FOIA requests received by the Public Body.
- 4.2.2. **Other Legal Requests (Excluding FOIA Requests) to County for Public Body Data.** County will respond pursuant to applicable law to any subpoena, court order, or other legal request addressed to and received by County for Public Body’s data possessed by County. Before responding to said legal request, County will use commercially reasonable efforts to inform Public Body of the request for the purpose of providing Public Body an opportunity to contest the legal request and/or to provide County with information that could impact County’s response to the legal request. For the avoidance of doubt, this paragraph 4.2.2. does not apply to FOIA requests, which are governed by paragraph 4.2.1. (above).
- 4.2.3. Section 4.2 only applies to Public Body’s data possessed by County for the purposes of providing services under Exhibit X (CLEMIS) and not to any other exhibit. Additionally, this section 4.2 does not apply to the CLEMIS Crash Purchase Application, which is governed by section 6 (below).
- 4.3. **Continuous Access to Public Body Data by Third Parties.**
- 4.3.1. In Addendum A, Public Body may request that County provide continuous access to Public Body’s data to a third party. Addendum A shall identify the

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third party and shall set forth any specific instructions regarding the provision of such data to the third party. The County shall determine the manner in which to provide access to Public Body's data.

- 4.3.2. County shall provide and shall continue to provide access to Public Body's data to the third party identified in Addendum A, until Public Body provides written notice to the CLEMIS Manager to stop or change such access. The written notice shall contain the date on which access to Public Body's data shall stop. Upon receipt of this notice, County shall promptly stop the third party's access to Public Body's data and shall use its best efforts to stop third party access to Public Body's data on the date requested by Public Body.
- 4.3.3. In order to effectuate the third party's continuous access to Public Body's data, County will require the third party to execute an agreement with County to govern delivery and/or access to Public Body's data. The CLEMIS Manager is authorized to sign this agreement on behalf of County.
- 4.4. **Providing Public Body Data to Third Parties.** Except as otherwise provided in this Exhibit, the Agreement, or as directed in Addendum A, County will not provide Public Body's data to a third party. Notwithstanding any other provision, County shall provide Public Body's data to related Mugshots, Livescan, Michigan Incident Crime Reporting, and Crash/UD-10 traffic crash reports to the Michigan State Police. County may provide Public Body's data to County contractors and vendors for the purposes of providing services to Public Body, the County, and/or for improving CLEMIS Applications and services.
- 4.5. **Costs for Providing Public Body Data.** If County incurs any costs in providing Public Body's data to a third party or to Public Body, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 4.6. **Protected Health Information.** If the data, to be provided to a third party, is Protected Health Information" or "PHI" (defined in 45 CFR 160.103) under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act ("HITECH Amendment"), then County and Public Body shall execute a Business Associate Agreement.
- 4.7. **County not Responsible for Third Party Use of Data.** Public Body acknowledges and agrees that if it requests County to provide access to Public Body's data to a third party, County shall not be responsible for any actions of the third party and the third party's use of Public Body's data.

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4.8. **Sharing Data with other CLEMIS Members.** Public Body acknowledges and agrees that County may share Public Data with other CLEMIS members upon the recommendation and counsel of the CLEMIS Advisory Committee.

5. **FINANCIAL RESPONSIBILITIES—CLEMIS FEE**

5.1. **Payment of CLEMIS Fee.** Public Body shall pay the CLEMIS Fee to County for the CLEMIS Applications and services, which are marked on Addendum A. The amount of the CLEMIS fee and the costs that comprise the CLEMIS Fee are listed and itemized on the CLEMIS Website. The CLEMIS Division shall invoice Public Body on a quarterly basis for the CLEMIS Fee, unless otherwise specified. Public Body shall pay the invoice at the location and within the time period stated in the Agreement.

5.2. **Establishment of CLEMIS Fee.** The CLEMIS Division upon the recommendation and counsel of the CLEMIS Advisory Committee shall establish the CLEMIS Fee. The CLEMIS Fee shall be posted on the CLEMIS website and may be obtained from the CLEMIS Division.

5.3. **Review of CLEMIS Fee.** The CLEMIS Division and the CLEMIS Advisory Committee shall annually review the CLEMIS FEE.

5.4. **CLEMIS and FRMS Funds.** County has established and shall continue to have separate enterprise funds within the County budget for revenues, expenses, and operations of CLEMIS (hereinafter “CLEMIS Fund and FRMS Fund”).

5.5. **Deposit of CLEMIS Fee.** All monies paid by Public Body to County pursuant to this Exhibit shall be deposited into the CLEMIS Fund or FRMS Fund, as applicable. Only revenues and expenses stemming from CLEMIS operations and maintenance are recorded in the CLEMIS Fund and FRMS Fund; no other County revenues and expenses are recorded in these Funds. Any equity in the CLEMIS Fund and FRMS Fund at the end of the County’s fiscal year shall be rolled into the CLEMIS Fund and FRMS Fund for the next fiscal year. Surplus/equity in the CLEMIS Fund and FRMS Fund can only be used for CLEMIS operations and maintenance and not for the general operations of County or Public Body. Any County general fund contributions (transfers) to the CLEMIS Fund and FRMS Fund are strictly based on availability and official appropriation by County and cannot be deemed permanent on-going contributions.

5.6. **Financial Statement for CLEMIS and FRMS Funds.** The County Fiscal Services Division shall prepare financial statements for the CLEMIS Fund and FRMS Fund on a quarterly basis. These financial statements will be posted on the CLEMIS Website on a quarterly and year-end basis. The County Director of Management and Budget or his/her designee shall report the condition of the CLEMIS Fund and FRMS Fund to the CLEMIS Advisory Committee, on a quarterly basis.

5.7. **Refund of CLEMIS Fee for Operational Problems.** Subject to Section 18 (Force Majeure) of the Agreement, if any CLEMIS Applications are not operational for more than

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fourteen (14) consecutive calendar days, County shall refund the CLEMIS Fee, already paid by Public Body, for the days that the CLEMIS Applications were not operational.

6. **COUNTY/PUBLIC BODY RESPONSIBILITIES FOR CLEMIS CITATION PAYMENT APPLICATION AND CLEMIS CRASH PURCHASE APPLICATION.** If a Public Body uses the CLEMIS Citation Payment Application (hereinafter “Payment Application”) and/or the CLEMIS Crash Purchase Application (hereinafter “Purchase Application”), then the following terms and conditions apply:
- 6.1. **Placement of URL.** Public Body shall be responsible for placing the Payment Application and the Purchase Application URLs on its website; the URLs shall be provided by County. Public Body shall include this URL in printed or electronic communications to the general public regarding the Payment Application and the Purchase Application.
 - 6.2. **Questions Regarding Payment of Tickets/Citations/Parking Tickets and Purchase of Crash/Accident Reports.** County shall refer all questions that County receives to Public Body regarding the payment of citations/tickets/parking tickets and the purchase of crash/accident reports and regarding the amount of monies owed to Public Body.
 - 6.3. **Security of Data.** County shall secure and protect data received through the Payment Application and Purchase Application (including credit card information) according to law, County’s contractual obligations, and reasonable business standards and practices.
 - 6.4. **No Interference with Contract.** Third-party service providers such as PayPal Inc. and Elavon, Inc. are required for the operation of the Payment Application and Purchase Application. Neither Public Body nor Public Body Employees shall act or fail to act, either directly or indirectly, in a manner to cause any purported breach in any term or condition in any agreement between County and such third party.
 - 6.5. **Enhanced Access Fee.** Persons or entities paying citations/tickets/parking tickets through the Payment Application or purchasing crash/accident reports through the Purchase Application shall be charged an Enhanced Access Fee, in addition to the monies owed to Public Body.
 - 6.6. **Payment Transaction for Payment Application.** When using the Payment Application, a person or entity paying a citation/ticket/parking ticket will authorize two transactions, at the time of payment: (1) one transaction for payment of monies owed to Public Body/Court and (2) one transaction for payment of the Enhanced Access Fee. The funds for the payment to Public Body/Court will be directed to the depository account designated and/or owned by Public Body/Court. The funds for the Enhanced Access Fee will be directed to a depository account designated and owned by County.
 - 6.7. **Amount of Enhanced Access Fee for Payment Application.** The Enhanced Access Fee charged to persons/entities paying citations/tickets/parking tickets through the Payment Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 07121 and as subsequently amended by the

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Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for each citation/ticket paid through the Payment Application. Given the small amount of the Enhanced Access Fee for parking tickets, Public Body shall receive no portion of the Enhanced Access Fee collected for parking tickets paid through the Payment Application.

- 6.8. **Amount of Enhanced Access Fee for Purchase Application.** The Enhanced Access Fee charged to persons/entities purchasing crash/accident reports through the Purchase Application shall be in an amount established by the Oakland County Board of Commissioners, Miscellaneous Resolution # 09182 and as subsequently amended by the Oakland County Board of Commissioners. Public Body shall receive one dollar (\$1.00) of the Enhanced Access Fee collected for the purchase of each crash/accident report through the Payment Application.
- 6.9. **Amount of Fee for Crash/Accident Report.** Public Body shall set the fee for the purchase of the crash/accident report through the Purchase Application. The amount of this fee shall be listed in Addendum A.
- 6.10. **Distribution of Enhanced Access Fees and Fees for Crash/Accident Reports.** Public Body's portion of the Enhanced Access Fees, set forth in this Exhibit, and the fee for the crash/accident reports, set forth in Addendum A, shall be disbursed to Public Body pursuant to its written instructions. Public Body shall provide the written instructions, required by this section to CLEMIS Division.
- 6.11. **Obligations and Responsibilities if Public Body is a Court.**
- 6.11.1. **Access to Website.** If Public Body is a Court, then County shall provide access to a password protected website where Public Body/Court can issue credits or refunds and view daily, weekly, and monthly transactions processed through the Payment Application.
- 6.11.2. **Contract for Credit Card Processing.** If Public Body is a Court, then County shall establish, maintain, and pay for a separate contract for credit card processing services with the entities currently providing credit card processing services for County, i.e., PayPal Inc. and Elavon, Inc.
- 6.11.3. **Separate Depository Bank Account.** If Public Body is a Court, then it shall maintain a corresponding depository bank account, with a depository financial institution acceptable to County, for the receipt of monies owed to Public Body/Court. Public Body/Court shall provide County with all necessary bank account numbers and routing number to give effect to this requirement.

7. CLEMIS ADVISORY COMMITTEE.

- 7.1. **Establishment and Purpose of CLEMIS Advisory Committee.** The CLEMIS Advisory Committee was established to obtain advice and guidance from CLEMIS Members

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concerning policy, technical, and operational questions for CLEMIS Applications. The purpose behind the CLEMIS Advisory Committee is to allow CLEMIS Members to provide input regarding the operation and management of CLEMIS. The CLEMIS Advisory Committee leads the CLEMIS Consortium and provides recommendations and counsel to the CLEMIS Division regarding the operation, maintenance, and budget for CLEMIS (including suggested security policies, development/operation/modifications to CLEMIS Applications, and actions regarding misuse of CLEMIS).

- 7.2. **Composition of CLEMIS Advisory Committee.** The composition of the CLEMIS Advisory Committee is posted on the CLEMIS Website.
 - 7.3. **CLEMIS Advisory Committee Meetings.** The CLEMIS Advisory Committee meets at least four (4) times per year. CLEMIS Members are encouraged to attend.
 - 7.4. **CLEMIS Advisory Committee Officers.** Every July, the CLEMIS Advisory Committee shall elect a Chairperson by majority vote. The Chairperson shall select and appoint a Co-Chairperson. The CLEMIS Division Manager shall serve as Executive Secretary to the CLEMIS Advisory Committee. The Executive Secretary shall prepare the agenda for CLEMIS Advisory Committee meetings. Prior to each meeting, the Chairperson and the Executive Secretary shall review the contents of each agenda.
 - 7.5. **CLEMIS Advisory Committee—Subcommittees.** The CLEMIS Advisory Committee may create subcommittees as it deems appropriate. The subcommittees and their composition and responsibilities shall be posted on the CLEMIS Website. The CLEMIS Advisory Committee Chairperson shall appoint the chairpersons of the subcommittees, except for the Chairperson of the Strategic Planning subcommittee, whose Chairperson is the current President of Oakland County Chiefs of Police Association and except for the Chairperson of Fire Governance whose Chairperson is elected by the Fire Governance Committee members.
8. **TRAINING.** Public Body shall require all Public Employees who use or access CLEMIS to attend training classes required by the CLEMIS Division. The format of the training classes will be at the discretion of the CLEMIS Division, e.g., train the trainer, classroom training, or on-line/remote training. If the training classes are held at County facilities or held in an on-line/remote format, then such training classes are at no cost to Public Body or Public Employees. If the training classes are held at non-County facilities, there may be a charge to Public Body based on time, materials, and location of training classes.
 9. **SUPPORT AND MAINTENANCE SERVICES.** County shall maintain and support the CLEMIS Applications. The CLEMIS Fee includes the costs for support and maintenance services for the CLEMIS Applications and other services provided by the CLEMIS Division, unless otherwise indicated on Addendum A. When providing support and maintenance services for CLEMIS, County has the authority to prioritize its resources, including, but not limited to, the order in which calls for support or maintenance will be resolved and allocation of time of its employees, agents, subcontractors, and equipment.

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10. OBLIGATIONS & RESPONSIBILITIES UPON TERMINATION/CANCELLATION.

- 10.1. **Use of CLEMIS & CLEMIS Applications.** Upon the effective date of termination or cancellation of this Exhibit, Public Body shall stop using CLEMIS and CLEMIS Applications and it shall not have access to CLEMIS and CLEMIS Applications.
- 10.2. **Use and Access to Public Body's Data.** Upon the effective date of termination or cancellation of this Exhibit, Public Body's data shall not be useable by or accessible to any other CLEMIS Member.
- 10.3. **Transition of Data upon Termination/Cancellation.** Upon termination or cancellation of this Agreement, CLEMIS shall provide a copy of Public Body's data to Public Body in an electronic format and a time period determined by County. Upon written confirmation from Public Body that it received its data, County will purge Public Body's data from CLEMIS and any disaster recovery sites. If County incurs any costs in copying Public Body's data, then Public Body shall be responsible for those costs and shall reimburse County for those costs. The CLEMIS Division shall invoice Public Body for such costs. Public Body shall pay the invoice at the location and within the time period stated in the Agreement. The CLEMIS Division may waive these costs in its sole discretion.
- 10.4. **Obligation to Pay CLEMIS Fee Upon Termination/Cancellation.** Public Body's obligation to pay the CLEMIS Fee shall stop on the effective date of termination or cancellation. If the termination or cancellation date is other than the end of a quarter, any CLEMIS Fee, paid in advance to County, shall be refunded to Public Body on a pro-rated daily basis for the time period that Public Body paid in advance.

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ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

Tier 1

16 or more FTE's

6 – 15 FTE's

1 – 5 FTE's

Tier 2

16 or more FTE's

6 – 15 FTE's

1 – 5 FTE's

Tier 2.5

16 or more FTE's

6 – 15 FTE's

1 – 5 FTE's

Tier 3

16 or more FTE's

6 – 15 FTE's

1 – 5 FTE's

Tier 4 Rescinded

Tier 5 Rescinded

Tier 6 (eCLEMIS)

19 or more FTE's

6 – 18 FTE's

1 – 5 FTE's

Tier 7 Public Safety Answering Point (PSAP)/Central Dispatch Center

Tier 8 Jail Management (outside Oakland County)

Federal Departments, Offices or Agencies Inquiry Only in the State of Michigan (does not contribute any data)

District Court in Oakland County (excluding 52nd District Courts)

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

District Court outside Oakland County

Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.

Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.

Circuit Court (outside Oakland County - does not contribute any data)

Prosecutor Office (outside Oakland County, does not contribute any data)

FRMS Participant (Fire Records Management System)

II. ADDITIONAL CLEMIS APPLICATIONS

Public Body may select and shall receive any of the CLEMIS Applications, selected below, for a separate cost. The cost for the CLEMIS Applications is set forth on the CLEMIS Website.



Mobile Data Computers ("MDC")

- WITH** County provided wireless **WITHOUT** County provided wireless
 CAD Only WITHOUT County provided wireless



Livescan

- WITH** printer **WITHOUT** printer



Mugshot

- Capture Station and Investigative Investigative Only



Jail Management

- CLEMIS Member located in Oakland County
 CLEMIS Member located outside Oakland County



OakVideo (CLEMIS Member located outside Oakland County)



Crime Mapping Application

Vendor name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____



Pawn Application



Fire Records Management System In Oakland County

- Phase I Phase II



Fire Records Management System Outside Oakland County



Police, Fire and/or Public Safety Department Data Extract

- In Oakland County Outside Oakland County

Vendor name: ESO Solutions Inc.

Address: 11500 Alterra Parkway, Suite 100, Austin, Texas 787598

Contact: Robert Munden, General Counsel Phone: 866-766-9471 ext. 1253

Email: Robert.munden@eso.com

In Oakland County

Outside Oakland County

Vendor name: Bryx
Address: 120 East Avenue, Suite 325, Rochester, NY 14534
Contact: David Thomas, CEO Phone: (408) 406-2808
Email: dave@bryx.com

In Oakland County

Outside Oakland County

Vendor name: Arx Community
Address: 19 Clifford St, 8th Floor, Detroit, MI 48226
Contact: Bo Cheng Phone: (734) 276-8670
Email: bo@arxcommunity.com

In Oakland County

Outside Oakland County

Vendor name: _____
Address: _____
Contact: _____ Phone: _____
Email: _____



CRASH Report Payment Amount: \$ 5.00



Enhanced Access Fee Disbursement Instructions



Disbursement when Requested



Disbursement Quarterly

Make Check Payable to: City of Farmington Hills



OPT-IN Exhibit VIII (OakNet Connectivity) OakNet connectivity is needed

COUNTY: _____
CLEMIS Division Manager _____ Date _____

PUBLIC BODY: _____

Title/Name: _____

Signature: _____

Date

(to be completed by Public Body)

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ArcGIS ONLINE

INTRODUCTION

ArcGIS Online (“AGO”) is a web based, collaborative Geographic Information System (GIS) that allows users having an AGO Named User account to create and share maps, applications (apps), layers, analytics, and data in Environmental Systems Research Institute, Inc.’s (“ESRI”) secure cloud.

County entered into an agreement with ESRI that permits County to deploy AGO to Public Body (County Contract No. 005562, Enterprise Agreement No. 00270489.0, and herein referred to as the “Enterprise Agreement,” to which the County will provide Public Body with access. The Parties desire for Public Body to be authorized to access and use AGO as specified in the Enterprise Agreement.

County will provide Public Body with AGO Named User accounts that will allow Public Body to access the County’s AGO portal without having to purchase, manage or maintain its own AGO Named User accounts.

The Enterprise Agreement includes a License Agreement (herein referred to as the “License Agreement”) and a CVT Acknowledgment Statement, which is attached and incorporated as Addendum A, that Public Body must comply with in order to access and use AGO.

1.0 DEFINITIONS

- 1.1 "Deploy," "Deployment," or "Deployed" means County assigning, managing, and maintaining AGO Named User accounts for access to and use of County’s AGO portal by Public Body.
- 1.2 "Tier 1 Support" means the Technical Support provided via the Oakland County Service Center to Public Body to resolve reported incidents involving Public Body’s access to or use of County’s AGO portal.

2.0 COUNTY RESPONSIBILITIES

- 2.1 County will deploy AGO Named User accounts to Public Body through County’s Service Center as specified in the Enterprise and License Agreements without fee or cost to Public Body. The deployment of AGO Named User accounts by County to Public Body will terminate as specified in the Enterprise or License Agreements, the Agreement, or this Exhibit.

3.0 PUBLIC BODY RESPONSIBILITIES

- 3.1 Public Body Compliance. Public Body and its employees and contractors shall comply with the terms and conditions in this Exhibit, the CVT Acknowledgment Statement, the License Agreement, any amendments or new agreements mentioned in this Exhibit, and any applicable laws, rules, and regulations when accessing or

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using AGO. Public Body's access and use of AGO may be suspended or terminated if County is in breach of the Enterprise Agreement or if Public Body is in breach of this Exhibit, the CVT Acknowledgement Statement, the License Agreement, any amendment or new agreements mentioned in this Exhibit, or any applicable laws, rules, and regulations when accessing or using AGO. Public Body acknowledges and agrees that it has reviewed the License Agreement.

- 3.2 Amendments to Enterprise or License Agreements. In order to access and use AGO, Public Body shall agree to and comply with any and all amendments to the Enterprise or License Agreements relating to the access or use of AGO. County will provide Public Body with access to amendments to the Enterprise or License Agreements that are applicable to Public Body's access to or use of AGO. County will use reasonable efforts to provide notice to Public Body when County becomes aware of applicable amendments to the terms and conditions of the Enterprise or License Agreements.
- 3.3 New Agreements. County may enter into new agreements in the future with ESRI involving AGO. New agreements between County and ESRI may require Public Body to agree to and sign (if necessary) new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. In order to access and use AGO, Public Body shall agree to and comply with new CVT Acknowledgment Statements, License Agreements, or other equivalent or similar agreements. County will provide Public Body with access to the new agreements that Public Body is required to comply with. County will use reasonable efforts to provide notice to Public Body when it becomes aware that Public Body must comply with any new agreements.
- 3.4 Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of AGO, including but not limited to, restricting Public Body's AGO credit consumption or designating Public Body's employees and contractors that may report AGO incidents to the Service Center. In order to access and use AGO, Public Body shall agree to and comply with new or different standards or guidelines that are provided to Public Body.
- 3.5 Identity & Access Management ("IAM") Self Service Registration. All employees and contractors of Public Body must create an IAM account through Service Center's self-registration to access or use AGO.
- 3.6 Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the AGO portal, or breaches this Exhibit, the CVT Acknowledgement Statement, the Enterprise or License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in this Exhibit. County may require Public Body to verify its inventory of active Public Body AGO Named User accounts periodically.

EXHIBIT XI
I.T. SERVICES AGREEMENT
ArcGIS ONLINE

3.7 Prohibition on Storing Certain Data in AGO. Public Body shall not upload to, process, use, or store in AGO any of the following: Personal information (PI) or Personal identifying information (PII) as those terms are defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) which is defined as data or information governed by the CJIS Security Policy (currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement. County's Information Technology (I.T.) Department will pass through updates and provide Tier 1 Support to Public Body for applicable AGO use.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 EXECUTION OF CVT ACKNOWLEDGEMENT STATEMENT

Public Body shall sign and provide the County with the signed original CVT Acknowledgement Statement (Addendum A), prior to County deploying AGO Named User accounts to Public Body. The CVT Acknowledgement Statement must be signed by an authorized representative of Public Body. After Public Body signs and provides the County with the signed original CVT Acknowledgement Statement (Addendum A), County will provide the CVT Acknowledgement Statement signed by Public Body to ESRI.

7.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license cannot be provided to any other party without County's consent in writing.

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

Environmental Systems Research Institute, Inc. ("Esri"), having an address at 380 New York Street, Redlands, CA 92373 and **County of Oakland, MI ("County")**, have entered into an Enterprise Agreement (EA) identified as Enterprise Agreement No. 330721. Esri has authorized County to Deploy ArcGIS Online to specific CVTs during the term of the EA. Deployment by County of ArcGIS Online to each CVT and CVTs use of ArcGIS Online is subject to the terms of License Agreement contained in the EA and the additional requirements below.

The CVT, identified below as a Licensee, represents that it has received and read the License Agreement and understands and agrees to be bound by the terms of the License Agreement and the below additional requirements for use of ArcGIS Online Deployed by County to it. CVT agrees that Esri may pursue remedies against CVT for material breach of the License Agreement or the below additional requirements. All Deployments made by County to CVT will be made through County's centralized point of contact and will cease upon expiration or termination of County EA. County shall pass through updates and provide Tier 1 Support to CVT during the term of the EA for applicable ArcGIS Online use.

The following additional conditions apply:

- (1) Beta licenses are not available during the term of the EA. Therefore, Section 1.4 Trial, Evaluation, and Beta Licenses, in the License Agreement does not apply to CVT.
- (2) Section 1.2. Consultant or Contractor Access in the License Agreement, is modified to add the following restriction: Access to and use of any ArcGIS Online is restricted to use by consultants and contractors who are under contract with CVT, for the sole benefit of CVT while (i) working on-site at CVT's facilities; (ii) remotely accessing or using ArcGIS Online from CVT's on-site computers or machines; or (iii) remotely accessing or using EA Products from a third party's computers or machines. CVT shall require consultant or contractor to discontinue access to and use of EA Products upon completion of work for CVT.
- (3) CVT remains subject to Export Compliance requirements as outlined in the License Agreement.
- (4) Transfer, redistribution, or assignment of ArcGIS Online and any EA Product to any third party without Esri's written permission is prohibited.
- (5) During the term of the EA, licenses Deployed by County to CVT may be terminated if County or CVT is in material breach.
- (6) Any and all Amendments to License Agreement relating to the use of ArcGIS Online signed by the County and Esri shall be binding on the CVT.
- (7) CVT, including its consultants, contractors, agents, and volunteers, shall not upload to, process, or store in ArcGIS Online any Personal identifying information (PII) as defined in MCL 445.63, Protected Health Information (PHI) as defined in 45 CFR 160.103, or Criminal Justice Information (CJI) defined as data or information governed by the CJIS Security Policy (which is currently found at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>).

ADDENDUM A
CVT ACKNOWLEDGMENT STATEMENT
(ArcGIS Online)

In the event of a conflict in the terms and conditions of this acknowledgment and the License Agreement, the terms and conditions of this document shall have precedence over those contained in the License Agreement. No other rights are granted to CVT under this acknowledgment.

ACCEPTED AND AGREED:

(CVT)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

INTRODUCTION

The Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.44f1 *et seq.*, and the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, allow the County to make Access Oakland Products and data owned and maintained by the County on or in relation to its Geographic Information System (GIS) available to Public Body without fee or cost for the purposes and uses described in this Exhibit.

1.0 DEFINITIONS

- 1.1 "Geographic Information System Data" or "GIS Data" means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
- 1.2 "Access Oakland Product" means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.3 "Consultants, Contractors or Subcontractors" mean entities under contract to Public Body who use Access Oakland Products and/or GIS Data in or for performance of services pursuant to their contract with Public Body.
- 1.4 "Third Party" means a person who requests Access Oakland Products and/or GIS Data from Public Body and is not a Public Body entity or a Consultant, Contractor or Subcontractor performing services for Public Body.

2.0 COUNTY RESPONSIBILITIES

- 2.1 The County may provide Public Body, without fee or cost, with data available as GIS Data and/or Access Oakland Products in retrievable form for public purposes permitted by law, including but not limited to assessing, planning, zoning, property inspection, economic or community development, public safety, public works, parks and recreation, and engineering.

3.0 PUBLIC BODY RESPONSIBILITIES

- 3.1 All of the Access Oakland Products and GIS Data, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the "Content") are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Public Body will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Public Body's use of Access Oakland Products and/or GIS Data.

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

- 3.2 All requests for GIS data and/or Access Oakland Products for the uses specified in Paragraph 2.1 shall be made on behalf of Public Body by a designee of Public Body.
- 3.3 Requests for GIS Data will be submitted to the One Stop Shop, Oakland County, Michigan and requests for Access Oakland Products will be submitted to Access Oakland's Account Services website. Either Party to this agreement may designate another individual to make or receive such requests by providing prior written notice.
- 3.4 Public Body will only use GIS Data and/or Access Oakland Products provided by the County under this Agreement in the performance of Public Body's authorized and permitted duties.
- 3.5 Public Body may provide its Consultants, Contractors, or Subcontractors with access to the GIS Data and/or Access Oakland Products in accordance with all the following conditions:
 - 3.5.1 Public Body shall have its Consultants, Contractors, or Subcontractors sign the Contractor Data Sharing Services Agreement, which is attached and incorporated into this Exhibit as Attachment A, and forward it to the County along with Contractor's required insurance documentation. The County will provide the fully executed Contractor Data Sharing Services Agreement to Public Body. Public Body shall forward the fully executed Contractor Data Sharing Services Agreement to the Consultant, Contractor, or Subcontractor. The Contractor Data Sharing Services Agreement must be signed by County and Contractor, prior to the Public Body's Consultants, Contractors, or Subcontractors accessing or using the GIS Data and/or Access Oakland Products;
 - 3.5.2 Public Body's Consultants, Contractors, or Subcontractors shall refrain from using the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties; and,
 - 3.5.3 Public Body's Consultants, Contractors, or Subcontractors shall delete, remove, and shall cease using all copies of GIS Data and/or Access Oakland Products, regardless of their form or method of storage, upon the completion or termination of its consulting, contracting or subcontracting relationship with Public Body and/or the completion of its assigned tasks or duties and/or termination of this Exhibit.
- 3.6 County may, and reserves the right to, implement future standards and guidelines as needed for use of the GIS Data and/or Access Oakland Products, including but not limited to, limiting the number of Public Body's or its Consultants, Contractors, or Subcontractors user accounts. In order to access and use the GIS Data and/or Access Oakland Products, Public Body and its Consultants, Contractors, or Subcontractors shall agree to and comply with new or different standards or

EXHIBIT XII
I.T. SERVICES AGREEMENT
DATA SHARING

guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its Consultants, Contractors, or Subcontractors.

- 3.7 Public Body shall immediately inform County via the Service Center if any of its employees, Consultants, Contractors, or Subcontractors are no longer employed by the Public Body, no longer require access to the GIS Data and/or Access Oakland Products, or use the GIS Data and/or Access Oakland Products for any purpose except what is authorized by Public Body in relation to the performance of Public Body's official duties.
- 3.8 Public Body shall comply with all of the provisions in MCL 15.443(1)(d). Except as provided in section 3.5 above, Public Body agrees that it shall refrain from providing GIS Data and/or Access Oakland Products to Third Parties, as that term is defined in MCL 15.442(i). Public Body shall refer all requests by Third Parties to purchase or otherwise acquire GIS Data and/or Access Oakland Products to Oakland County.

4.0 SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

5.0 SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

6.0 LICENSE USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed applications needed to receive this I.T. Service. This license shall not be provided to any other party without County's written consent.

ATTACHMENT A
TO EXHIBIT XII
I. T. SERVICES AGREEMENT
DATA SHARING

CONTRACTOR DATA SHARING SERVICES AGREEMENT

This Contractor Data Sharing Services Agreement (herein referred to as the “Contractor Agreement”) is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 (the “County”) and

_____ (the “Contractor”).
(Contractor Name and Address)

RECITALS

- A. WHEREAS, _____ (“Public Body”), utilizes Oakland County, Michigan (“County”) owned GIS Data and/or Access Oakland Products (referred to individually or collectively as “Data Sharing Services”) pursuant to an agreement with the County; and
- B. WHEREAS, Public Body has requested and authorized County to provide Data Sharing Services to Contractor, in order for Contractor to fulfill its contractual obligations to Public Body.
- C. WHEREAS, County is willing to provide Data Sharing Services to Contractor, subject to the following terms and conditions.

NOW, THEREFORE, the Contractor and County, collectively referred to as the “Parties,” agree to the following:

AGREEMENT

1. **Definitions:** In addition to the terms and expressions defined elsewhere in this Contractor Agreement, the following words and expressions are defined and interpreted throughout this Contractor Agreement as:
- 1.1 **Access Oakland Product** means any specially packaged public record, information or product, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means, and available via the County's website.
- 1.2 **Contractor Employee** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contractor Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

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DATA SHARING

- 1.3 **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.4 **County** Oakland County, a Municipal Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5 **Data Sharing Services** means GIS Data and/or Access Oakland Products.
- 1.6 **Geographic Information System Data or GIS Data** means any output from the County's computerized database, developed pursuant to MCL 15.441 *et seq.*, for the purpose of making public records immediately available for public inspection or their purchase or copying by digital means.
2. **Service Provided by County:** County may provide Data Sharing Services to Contractor without cost to Contractor during the duration of this Contractor Agreement, subject to any other terms or conditions in this Contractor Agreement.
3. **Contractor's Obligations:** Contractor agrees that, when accessing or using Data Sharing Services, Contractor shall:
- 3.1 Use the Data Sharing Services solely to fulfill its contractual obligations to the Public Body. Contractor shall refrain from using the Data Sharing Services for any purpose except those authorized by Public Body in relation to the performance of its official duties;
- 3.2 Not copy, reuse, republish or otherwise distribute the Data Sharing Services or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of County;
- 3.3 Be bound by and comply with all future standards and guidelines implemented by County regarding the use of Data Sharing Services;
- 3.4 Immediately notify the Public Body if Contractor Employees are no longer employed by the Contractor, if Contractor no longer requires access to the Data Sharing Services, if there is unauthorized disclosure or use of the Data Sharing Services, or if any Contractor Employees violate the terms of this Contractor Agreement or amendments thereto;

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- 3.5 Comply with any terms contained in any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor in order to provide Contractor with the Data Sharing Services. County will provide Contractor with a copy of any license agreements, service agreements, acceptable use policies, and similar terms of service that County must “pass through” to Contractor, if requested by Contractor;
- 3.6 Cease using, delete, and remove any and all Data Sharing Services or copies thereof, regardless of their form or method of storage, upon the earliest of any one of the following events:
- 3.6.1 Completion or termination of Contractor’s consulting, contracting or subcontracting relationship with Public Body;
 - 3.6.2 The completion of Contractor’s assigned tasks or duties for Public Body that involved the Data Sharing Services;
 - 3.6.3 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services; or
 - 3.6.4 Upon termination of this Contractor Agreement for any reason.

4. Ownership of Data Sharing Services: The Data Sharing Services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos and service marks (collectively the “Content”) are owned by the County or licensed to the County by parties who own the Content. The Content is protected by copyright, trademark, and other intellectual property law. Contractor will cooperate promptly with any reasonable request by the County in any investigation of possible infringement of any applicable copyright or other proprietary right related to Contractor’s use of Data Sharing Services.

5. Disclaimer of Warranty and Liability:

5.1 COUNTY PROVIDES THE DATA SHARING SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SERVICE. COUNTY DOES NOT REPRESENT THAT ACCESS TO THE DATA SHARING SERVICES WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION.

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I. T. SERVICES AGREEMENT
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5.2 USE OF THE DATA SHARING SERVICES IS AT CONTRACTOR'S OWN RISK. COUNTY WILL NOT BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE SERVICE.

5.3 IN NO EVENT WILL THE COUNTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE DATA SHARING SERVICES.

6. **Maintenance or Modification:** County may, without notice, perform maintenance on, or modify the Data Sharing Services at any time. County may, without notice, restrict or deny Contractor's access to the Data Sharing Services during any maintenance or modification.
7. **Compliance with Laws:** Contractor shall comply with all federal, state, and local statutes, ordinances, regulations, and administrative rules and requirements applicable to its activities performed under this Contractor Agreement.
8. **Auditing:** County may conduct scheduled and unscheduled audits or scans to ensure the integrity of the Data Sharing Services and County's compliance with Federal, State and local laws and industry standards.
9. **Delegation or Assignment:** Contractor shall not delegate or assign any obligation or right under this Contractor Agreement.
10. **Indemnification:** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contractor Agreement.
11. **Contractor Provided Insurance:** At all times during this Contractor Agreement, Contractor shall obtain and maintain insurance according to the requirements listed in Appendix A.
12. **Term:** This Contractor Agreement shall be effective when executed by all Parties, and shall remain in effect until the earliest of any one of the following events:
 - 12.1 Contractor completes or terminates its consulting, contracting or subcontracting relationship with Public Body;
 - 12.2 Public Body notifying Contractor that Public Body no longer has an agreement with the County to use or have access to Data Sharing Services;

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12.3 Five (5) years after the effective date of this Contractor Agreement; or

12.4 Otherwise terminated as set forth in this Contractor Agreement.

13. Termination:

13.1 **By County:** County may terminate this Contractor Agreement immediately and without advance notice for any reason, including convenience. Notice to Contractor terminating this Contractor Agreement by County shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail, postage prepaid, and addressed to the person and address listed below for Contractor. Contractor may change the person and/or address that notice shall be given to by providing the name of the new person and/or address to the County in writing.

13.2 **By Contractor:** Contractor may terminate this Contractor Agreement at any time and for any reason, including convenience, upon sending written notice to County. The effective date of termination shall be seven business days after sending the notice, or a later date if clearly stated in the written notice.

14. Notices: Notices given under this Contractor Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

14.1 If Notice is sent to County, it shall be addressed and sent to: Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.

14.2 If Notice is sent to Contractor, it shall be addressed to the person and address listed below for Contractor.

14.3 Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

15. Cumulative Remedies: A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

16. Governing Law/ Consent to Jurisdiction and Venue: This Contractor Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Any action brought to enforce, interpret, or decide any claim arising under or related to this Contractor Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District

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DATA SHARING

Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

- 17. Modifications or Amendments:** Any modifications, amendments, rescissions, waivers, or releases to this Contractor Agreement must be in writing and agreed to by all Parties.
- 18. Interpretation of Agreement:** The language of this Contractor Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- 19. Waiver:** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 20. Severability:** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 21. Entire Agreement:** This Contractor Agreement represents the entire agreement between the Parties and supersedes any and all other communications, prior, contemporaneous or subsequent.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Contractor Agreement. The persons signing this Contractor Agreement on behalf of each Party have legal authority to sign this Contractor Agreement and bind the Parties to the terms and conditions contained herein.

FOR COUNTY:

Executed by: _____

Date: _____

Title: _____

FOR CONTRACTOR:

(Signature of Contractor's Authorized Representative)

(Printed name)

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DATA SHARING

(Title)

(Address)

Date: _____

(Address continued)

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APPENDIX A

CONTRACTOR INSURANCE REQUIREMENTS

During this Contractor Agreement, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contractor Agreement;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit. Contractor must also satisfy one of the following:

1. Fully Insured or State approved self-insurer; or
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contractor Agreement.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

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TO EXHIBIT XII
I. T. SERVICES AGREEMENT
DATA SHARING

Supplemental Coverages Required:

1. **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate; and
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

ATTACHMENT A
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General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contractor Agreement and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

INTRODUCTION

Pictometry Licensed Products offers a Geographic Information System (GIS) solution that allows authorized users to access Pictometry-hosted high-resolution, orthogonal and oblique imagery.

County entered into a contract (Contract No. 004939) with Pictometry International Corp. (“Pictometry”), which contains several license agreements (“License Agreements”), to which County will provide Public Body with access. The License Agreements permit County access to and use of the Pictometry Licensed Products that are described in the License Agreements. The License Agreements also allow the County to provide Public Body with access to and use of Pictometry Licensed Products that are specified in the Pictometry Authorized Subdivision Agreement (“Licensed Products”), which is attached and incorporated into this Exhibit as Attachment A.

The Parties desire for Public Body to be authorized to access and use the Licensed Products subject to the applicable licenses and conditions stated in this Exhibit. County will provide Public Body with access to the Licensed Products without Public Body having to purchase the Licensed Products.

1. OAKLAND COUNTY RESPONSIBILITIES

- 1.1. Access and Use. County shall provide Public Body with access to Licensed Products without fee or cost to Public Body. County will only provide Public Body with access to the Licensed Products when the Pictometry Authorized Subdivision Agreement or an equivalent agreement is in effect.
- 1.2. Access Management. County will provide Public Body with access to the Licensed Products through County’s Service Center.
- 1.3. Administration of Pictometry Authorized Subdivision Agreement. After Public Body signs and provides the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A) in accordance with paragraph 2.1, County shall provide the Pictometry Authorized Subdivision Agreement signed by Public Body to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Subdivision Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Subdivision Agreement to Public Body.
- 1.4. Administration of Pictometry Authorized Sub-User Agreement. After Public Body provides County with the signed original Pictometry Authorized Sub-User Agreement (which is attached and incorporated into this Exhibit as Attachment B) in accordance with paragraph 2.2, County shall provide the Pictometry Authorized Sub-User Agreement signed by the contractor to Pictometry for its signature. After Pictometry signs and provides the Pictometry Authorized Sub-User Agreement to County, County will provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to Public Body. Public Body shall provide a copy of the fully executed Pictometry Authorized Sub-User Agreement to the contractor.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

2. PUBLIC BODY RESPONSIBILITIES

- 2.1. Execution of Pictometry Authorized Subdivision Agreement. Prior to County providing Public Body with access to the Licensed Products, Public Body shall sign and provide the County with the signed original Pictometry Authorized Subdivision Agreement (Attachment A).
- 2.2. Execution of Pictometry Authorized Sub-User Agreement. County may provide access to the Licensed Products to a contractor of the Public Body solely for the purpose of allowing contractor to fulfill its contractual obligations to Public Body. Prior to County providing access to the Licensed Products to a contractor of Public Body, Public Body shall provide the contractor with a copy of the License Agreements and the Pictometry Authorized Sub-User Agreement, the contractor shall sign and provide the Public Body with the signed original Pictometry Authorized Sub-User Agreement (Attachment B), and Public Body shall provide the County with the signed original Pictometry Authorized Sub-User Agreement.
- 2.3. Public Body Compliance. Public Body shall comply with the terms and conditions in this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, and any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body's access and use of the Licensed Products may be suspended or terminated if County is in breach of the License Agreements or if Public Body is in breach of this Exhibit, the Pictometry Authorized Subdivision Agreement, the License Agreements, any new agreement mentioned in paragraph 2.5, or any applicable laws, rules, and regulations when accessing or using the Licensed Products. Public Body acknowledges and agrees that it has received and reviewed the License Agreements.
- 2.4. Amendments to License Agreements. In order to access and use the Licensed Products, Public Body and its contractor(s) shall agree to and comply with any and all amendments to the License Agreements. County will provide Public Body with access to amendments to the License Agreements that are applicable to Public Body's access to or use of the Licensed Products. County will provide notice to Public Body when it becomes aware of applicable amendments to the terms and conditions of the License Agreements. Public Body shall notify its contractors when Public Body becomes aware of applicable amendments to the terms and conditions of the License Agreements.
- 2.5. New Agreements. County may enter into new agreements in the future with Pictometry involving the Licensed Products or similar products. New agreements between the County and Pictometry may require Public Body or its contractor(s) to agree to and sign (if necessary) new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements. In order to access and use the Licensed Products or similar products, Public Body and its contractor(s) shall agree to and comply with new Pictometry Authorized Subdivision Agreements, Pictometry Authorized Sub-User Agreements, License Agreements, or other equivalent or related agreements, to which County will provide Public Body with access. County will provide notice to Public Body when it becomes aware that Public Body and its contractor(s) must comply with any new agreements.

EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

Public Body shall notify its contractors when Public Body becomes aware that its contractors must comply with new agreements.

- 2.6. Future Standards and Guidelines. County may, and reserves the right to, implement future standards and guidelines as needed for use of the Licensed Products or similar products, including but not limited to, limiting the number of Public Body's or a contractor's authorized user accounts. In order to access and use the Licensed Products or similar products, Public Body and/or its contractor(s) shall agree to and comply with new or different standards or guidelines that are provided to Public Body. Public Body shall provide any new or different standards or guidelines to its contractors.
- 2.7. Account Notification Requirements. Public Body shall immediately inform County via the Service Center if any employee or contractor of Public Body is no longer employed by the Public Body, no longer requires access to the Licensed Products, or breaches this Exhibit, the Pictometry Authorized Subdivision Agreement, the Pictometry Authorized Sub-User Agreement, the License Agreements, any applicable amendments to those agreements, or any new agreement mentioned in paragraph 2.5. County may require Public Body to verify its inventory of active Public Body and contractor user accounts periodically.

3. SUPPORT

The I.T. Service will be supported by County's Information Technology (I.T.) Department as described in the Agreement.

4. SERVICE AND SUPPORT COSTS

There is no cost to Public Body for this service.

5. LICENSED USE AND ACCESS

County grants to Public Body a nonexclusive license to use County developed software applications, if any, needed to receive this I.T. Service. This license cannot be provided to any other party without County's advance written consent.

ATTACHMENT A
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED SUBDIVISION AGREEMENT

Authorized Subdivision Name:

Authorized Subdivision Address:

Authorized Subdivision Email Address:

Authorized Subdivision Phone
Number:

Authorized Subdivision Attn:

Pictometry Licensed Products:

Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Subdivision Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the Authorized Subdivision identified above ("Authorized Subdivision").

Whereas Pictometry and the County of Oakland, Michigan (the "County") entered into a license agreement dated December 1, 2016 (the "County Agreement") providing the County licensed access to and use of certain Pictometry products identified above ("Pictometry Licensed Products") and the County has requested that Pictometry authorize Authorized Subdivision to have access to and use of the Pictometry Licensed Products pursuant to the County Agreement; and

Now therefore, Pictometry and Authorized Subdivision hereby agree as follows:

1. This Agreement shall continue in effect until the earlier to occur of (a) expiration or termination of the County Agreement, (b) the County withdraws its authorization allowing Authorized Subdivision access and use of the Pictometry Licensed Products (c) breach by the County of the County Agreement, or (d) breach of this Agreement by Authorized Subdivision;
2. Authorized Subdivision agrees to be bound by the terms and conditions set forth in the County Agreement, which is made part of this Agreement;
3. Authorized Subdivision is hereby authorized to access and use the Pictometry Licensed Products in accordance with the terms of this Agreement;

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

ATTACHMENT A

4. Pictometry shall have no obligations to provide the Pictometry Licensed Products to Authorized Subdivision;
5. Authorized Subdivision may not assign or otherwise transfer its rights or delegate its duties under this Agreement; and
6. All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Authorized Subdivision

Pictometry International Corp.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Effective Date: _____

ATTACHMENT B
EXHIBIT XIII
I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

PICTOMETRY AUTHORIZED CONTRACTOR SUB-USER AGREEMENT

Contractor Name: _____

Type of Contractor entity: _____

Contractor Address: _____

Governmental Entity that Contractor is performing work on behalf of: _____

Contractor Attn: _____

Effective Date: _____

Term: _____

Pictometry Licensed Products: _____
Delivered Content, Online Services, Web Visualization Offering

This Pictometry Authorized Sub-User Agreement (this "Agreement") is entered into by and between Pictometry International Corp., a Delaware corporation with offices at 25 Methodist Hill Drive, Rochester, New York 14623 ("Pictometry") and the party identified above ("Contractor") and is effective beginning on the Effective Date listed above for the Term as set forth above, at which time this Agreement will automatically terminate.

Whereas Pictometry and the County of Oakland, Michigan previously entered into a license agreement wherein the Governmental Entity identified above was given access to and use of certain products identified above ("Pictometry Licensed Products"). The Governmental Entity has requested that Pictometry authorize Contractor to have access to and use of the Pictometry Licensed Products, in order for Contractor to fulfill its contractual obligations to the Governmental Entity.

Now therefore, Pictometry and the Contractor hereby agree that Contractor may utilize the Pictometry Licensed Products in accordance with the terms and conditions set forth herein.

Contractor agrees as follows:

1 Grants of Rights; Restrictions on Use

- 1.1** Contractor may use the Pictometry Licensed Products solely for the purpose of fulfilling its contractual obligations to the Governmental Entity at its direction.
- 1.2** All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Pictometry Licensed Products belong to Pictometry or its third party.

EXHIBIT XIII-I.T. SERVICES AGREEMENT
PICTOMETRY LICENSED PRODUCTS

suppliers. Contractor shall not acquire any proprietary interest in the Pictometry Licensed Products or any copies thereof.

- 1.3** Contractor shall not make the Pictometry Licensed Products available to any other party, including Google or its affiliates, either directly or indirectly. Contractor will not share, publish, reproduce, sell or distribute the Pictometry Licensed Products (including making available on the Internet or World Wide Web or any other general access electronic network, method or medium).
- 1.4** Contractor shall not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Licensed Products.
- 1.5** Pictometry shall have no obligations to provide the Pictometry Licensed Products to Contractor.

2 Disclaimers

- 2.1** The Pictometry Licensed Products are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 2.2** The Pictometry Licensed Products are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 2.3** All measurements and reports generated by the Pictometry Licensed Products are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 2.4** Contour information obtained from the Pictometry Licensed Products is generated from under sampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 2.5** While the Pictometry Licensed Products may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third-party suppliers of the Pictometry Licensed Products hereby disclaim all liability for damages claims and expenses arising from such use.
- 2.6** Contractor's reliance on the Pictometry Licensed Products should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for Contractor's intended purpose.
- 2.7** Pictometry and each third-party supplier of any portion of the Pictometry Licensed Products assume no responsibility for any consequences resulting from the use of the Pictometry Licensed Products.
- 2.8** Pictometry and each third-party supplier of any portion of the Pictometry Licensed Products hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Pictometry Licensed Products.
- 2.9** Contractor waives any and all rights Contractor may have against Pictometry, each third-party supplier of any portion of the Pictometry Licensed Products, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Pictometry Licensed Products.

3 Warranty

3.1 THE PICTOMETRY LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD-PARTY SUPPLIER OF THE PICTOMETRY LICENSED PRODUCTS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4 Limitation of Liability

4.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Pictometry Licensed Products, (b) the unavailability or interruption of the Pictometry Licensed Products or any features thereof, (c) Contractor's use of the Pictometry Licensed Products, (d) the loss or corruption of any data or equipment in connection with the Pictometry Licensed Products, (e) the content, accuracy, or completeness of the Pictometry Licensed Products, all regardless of whether you received assistance in the use of the Pictometry Licensed Products from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Pictometry Licensed Products.

4.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third-party supplier of any Pictometry Licensed Products, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third-party supplier of any Pictometry Licensed Products or third-party alliance entity and their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE PICTOMETRY LICENSED PRODUCTS OR THIS AGREEMENT EXCEED ONE THOUSAND DOLLARS.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH PICTOMETRY LICENSED PRODUCTS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS.

5 Miscellaneous

5.1 Contractor acknowledges and agrees that a breach of this Agreement by Contractor may cause severe and irreparable damage to Pictometry which may be difficult to measure with certainty or to compensate through damages. In the event of any breach of this Agreement by Contractor, Contractor agrees that Pictometry is authorized and entitled to seek preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law. Contractor hereby waives the necessity of the posting of any form of bond relating to the issuance of injunctive relief.

ATTACHMENT B

- 5.2 Pictometry may terminate this Agreement at any time with or without cause upon ten (10) days written notice to the Contractor.
- 5.3 Upon expiration or termination of this Agreement, or in the event that Contractor is in violation of any of the terms or conditions set forth in this Agreement or the Governmental Entity is in violation of its Agreement with Pictometry, the Contractor shall immediately cease use of all Pictometry Licensed Products, purge all Pictometry Licensed Products off of its respective computers/servers and return all Pictometry Licensed Products to Pictometry.
- 5.4 Contractor shall not assign or otherwise transfer its rights or delegate its duties under this Agreement.
- 5.5 All notices under this Agreement shall be in writing and shall be sent to the respective addresses set forth above. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.
- 5.6 Any extensions or modifications of this Agreement must be in writing and signed by duly authorized officers of Pictometry and the Contractor.
- 5.7 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.
- 5.8 The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- 5.9 In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

This Agreement shall become effective upon execution by duly authorized officers of Authorized Subdivision and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

Contractor

Pictometry International Corp.

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____
Effective Date: _____

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
November 27, 2023

SUBJECT: EXTENSION OF BID FOR AS NEEDED ARCHITECTURAL MAINTENANCE, REPAIRS & RENOVATIONS

ADMINISTRATIVE SUMMARY

- Sealed bids were advertised, publicly opened and read aloud by Oakland County for As Needed Architectural Maintenance, Repairs and Renovations. The awarded contract with Allied Building Services is offered to the City as a cooperative bid. Participating in a cooperative purchase provides cost saving for the city due to the buying power of a cooperative.
- Per the agreement the awarded contractor, Allied Building Services, shall provide all necessary labor, materials, equipment, tools, supplies, transportation, management, supervision, and means to complete minor architectural maintenance, repairs and renovations at various City facilities. In general, the work includes selective demolition, carpentry, plumbing, electrical, mechanical, painting, drywall, masonry and entrance & overhead door repairs.
- Typical projects resulting from this agreement fall under \$40,000 each and due to the extremely busy local trades market qualified contractors for these size projects have been difficult to obtain. If awarded this agreement will allow the City to work directly with trade representatives to plan, budget & implement these projects more effectively.
- The leverage of the County-wide contract provides competitive pricing, their staff was knowledgeable regarding the trades represented, they offered 24/7/365 service, and their references were good. The City has utilized Allied Building Services and this contract since 2019 and is very satisfied with their service. City staff is confident in their ability to continue to perform these services.
- Funding for this expense is budgeted in the various departmental operating and capital accounts.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve all budgeted purchase orders for architectural maintenance, repairs & renovations with Allied Building Services for the duration of the contract which will expire on November 30, 2025.

Prepared by: Michelle Aranowski, Director of Central Services
Reviewed by: Tammy Gushard, Senior Engineer
Reviewed by: Karen Mondora, Public Services Director
Reviewed by: Ellen Schnackel, Special Services Director
Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – November 27, 2023

SUBJECT: Purchase of Medical Use Oxygen

ADMINISTRATIVE SUMMARY:

- Medical Oxygen is an essential medicine used to care for many of our patients who call for emergency medical care. Oxygen is available and stock is maintained in each of our nine transporting Squads with additional supplies at each of our five stations.
- The Fire Department has used Matheson Tri-Gas, Inc. since 2007. However, within the last 6 months, their needs and the market price have increased. In light of this, in September 2023, Invitations to Bid were executed and awarded by City Council to Blue Water Industrial Products for 1 year with 5 additional 1 year options. Due to equipment change out, contract onset and vital need for this product, the Fire Department continued to utilize Matheson for all oxygen products. To date, the Fire Department has spent \$31,000.00.
- As the total amount exceeds the \$10,000.00 threshold, it is required by policy City Council approves this purchase after the fact.
- Funding for this equipment purchase is provided in the Operating Budget – Medical Supply account.

BID TABULATION -ATTACHED

RECOMMENDATION:

IT IS RESOLVED, that the City Council of Farmington Hills authorize the City Manager to issue a purchase orders to Matheson Tri-Gas, Inc. for the Medical Use Oxygen in the combined amount of \$31,000.00

Prepared by: Jason Olszewski, Deputy Fire Chief

Approved by: Michelle Aranowski, Director of Central Services

Approved by: Jon Unruh, Fire Chief

Approved by: Gary Mekjian, City Manager

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
November 27, 2023**

SUBJECT: AWARD OF BID—PIPE TRAILER

ADMINISTRATIVE SUMMARY:

- The purchase of a replacement heavy-duty pipe hauling trailer was publicly advertised and competitively bid on the Michigan Inter-Governmental Trade Network (MITN) e-procurement system and opened on September 19, 2023. Notification was sent to 210 vendors (including 55 vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled).
- The proposed trailer is used to transport storm drain culverts and pipes to various sites around the city and will replace a 2004 trailer which will be ultimately sold at public auction.
- Funding for this equipment purchase is provided in the Capital Improvements Program – Equipment account.
- A one-year warranty (materials and workmanship) will be provided by the awarded bidder.
- The recommended vendor and low bidder, Jack Doheny Company (JDC), has over 50 years of experience providing solutions and service to municipalities (see attached bid tab). DPW staff evaluated the bids, and the Brooks Brothers trailer complies with most of the specifications and is within budget.

RECOMMENDATION:

IT IS RESOLVED that the City Council of Farmington Hills authorize the City Manager to issue a purchase order to Jack Doheny Company (JDC) located in Northville, Michigan, in the amount of \$29,950 for a Brooks Brothers heavy duty pipe trailer.

BID TABULATION:

ITEM	AIS Construction Equipment New Hudson, MI	Jack Doheny Company (JDC) Northville, MI	Dusty Garage and Farm Howell, MI
Brooks Brother Trailers PTB 111-15KE Pole Trailer or City approved equivalent.	\$31,100.00	\$29,950.00	NB
Make & Model	Felling - FT-15UPT	Brooks Brothers Trailers PTB 111-15KE	N/A
TOTAL	\$31,100.00	\$29,950.00	\$0.00
TRADE-IN PROPOSAL	\$1,700.00	NB	\$1,500.00

Bid notification was sent to 210 vendors. We received 0 "No Bids" and 1 incomplete bids

SUPPORTING ATTACHMENT



Prepared by: Derrick Schueller, DPW Superintendent

Reviewed by: Karen Mondora, P.E., Director, Department of Public Services

Reviewed by: Nikki Lumpkin, Senior Buyer

Reviewed by: Michelle Aranowski, Director, Department of Central Services

Approved by: Gary Mekjian, P.E., City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – November 27, 2023**SUBJECT:** Award of Bid – 2023 Dirt and Debris Hauling**ADMINISTRATIVE SUMMARY:**

- The 2023 Dirt and Debris Hauling contract was publicly advertised and competitively bid on the Michigan Inter-Governmental Trade Network (MITN) e-procurement system, and opened on October 25, 2023, after a one-week postponement to gather additional interest. Notification was sent to over 130 vendors including 35 that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled.
- The Debris Hauling Contract provides for the removal and disposal of spoils from various DPW maintenance programs (pavement replacement, ditching, tree removal, etc.) which are temporarily stockpiled at the DPW facility.
- Funding for this contract is provided in the Major and Local Road Maintenance accounts.
- The bid provides pricing for a one-year period with provisions for up to four one-year extensions through mutual consent by the City and the contractor.
- The acquisition of Jackie's Transport provides the recommended vendor and low bidder, GFL Environmental, over 30 years of experience with positive municipal references from the City of Madison Heights and the City of Northville. Please see the bid tab below.

SUPPORT DOCUMENTATION: ATTACHED**RECOMMENDATION:**

IT IS RESOLVED, that the City Council of Farmington Hills authorizes the City Manager to approve the required contract and purchase orders to GFL Environmental for the 2023 Dirt and Debris Hauling Program in the amount of \$50,000 per year, with one or more administration approved extensions not-to-exceed a total of four (4) additional years.

Prepared by: Derrick Schueller, DPW Superintendent

Reviewed by: Nikki Lumpkin, Senior Buyer

Departmental Authorization: Karen Mondora, P.E., Director, Department of Public Services
Michelle Aranowski, Director, Department of Central Services

Approved by: Gary Mekjian, P.E., City Manager

City of Farmington Hills
 Bid tabulation
 Bid #itb-fh-23-24-2415
 2023 Dirt & Debris Hauling
 Opened 10/25/2023

LN	DESCRIPTION	UNIT	EST. QTY.	Ellsworth Industries, Plymouth, MI		GFL Environmental, Northville, MI	
				Unit Price	Extended	Unit Price	Extended
2023							
1	Clean Fill	Cubic Yards	1500.00	\$ 8.50	\$ 12,750.00	\$ 7.95	\$ 11,925.00
2	Mixed Debris	Cubic Yards	3000.00	\$ 12.71	\$ 38,130.00	\$ 11.25	\$ 33,750.00
2023 Total					\$ 50,880.00	\$ 45,675.00	
GRAND TOTAL BID					\$ 50,880.00	\$ 45,675.00	
PERCENT INCREASE PER YEAR FOR 4 ADDITIONAL YEARS				8.00%		9.00%	

Bid Notification was sent to over 139 contractors. We receive 0 "No-Bid."

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
November 27, 2023**

SUBJECT: AWARD OF BID – COSTICK CENTER JANITORIAL SERVICES

ADMINISTRATIVE SUMMARY

- Sealed bids were advertised, available on the MITN e-procurement system, publicly opened and read aloud on Tuesday, October 10, 2023, for Janitorial Services for the Costick Activities Center. Bid notification was sent to one hundred seventy-eight (178) vendors (including seventy-nine (79) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with eight (8) responding. We received zero (0) “No Bids.”
- Specifications require the awarded bidder to provide routine cleaning of restrooms, locker rooms, pool area and pool offices. The contract also includes provisions for additional cleaning days for special events throughout the year.
- Staff reviewed all bids, checked references, interviewed the bidder who had the lowest complete bid and has determined Wilkins Pro Clean, Inc. to be the lowest, most qualified candidate. Their rate structure was most competitive, their references were excellent and include facilities of similar size and type, and they have a strong commitment to provide quality service. City staff is confident in their ability to perform this contract.
- Funding for this service is provided in the Special Services facility maintenance accounts.

BID TABULATION - ATTACHED

Costick Activities Center		CLEAN SPACES BROWNSTOWN, MI				CLEAN DREAMS, LLC WESTLAND, MI				DETAIL XPERTS DETROIT, MI				LGC GLOBAL ENERGY FM, LLC DETROIT, MI			
Item	Unit	Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)	Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)	Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)	Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)
NIGHTLY CLEANING (7 nights per week)	Nightly	3	\$ 831.00	\$ 5,817.00	\$ 302,484.00	5	\$ 260.58	\$ 1,824.06	\$ 94,851.12	2	\$ 210.00	\$ 1,470.00	\$ 76,440.00	1	\$ 98.90	\$ 692.30	\$ 35,999.60
% INCREASE IN YEAR 2		4%				5.25%				3%				1%			

Bid notification was sent to 178 vendors. We received Zero (0) "No-Bids".

*Red indicates corrected total

VANGUARD CLEANING SYSTEMS OF GREATER DETROIT DETROIT, MI				HI-TEC BUILDING SERVICES, INC JENISON, MI				UNIVERSAL CONTRACTING SERVICES, LLC DETROIT, MI				WILKENS PRO CLEAN, INC DETROIT, MI			
Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)	Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)	Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)	Approximate Number of Staff Assigned	Unit Price (Nightly)	Sub-Total (7 Nights/Week)	Annual Total (52 Weeks)
1-2	\$ 95.00	\$ 665.00	\$ 34,580.00	1	\$ 92.00	\$ 644.00	\$ 33,488.00	2	\$ 60.00	\$ 420.00	\$ 21,840.00	1	\$ 49.50	\$ 346.50	\$ 18,018.00
0%				2.5%				1%				5%			

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to sign a one (1) year contract with Wilkins Pro Clean, Inc. in the amount of \$18,018 per year for janitorial services at the Costick Activities Center with an option to renew for an additional four (4) each additional one-year terms upon mutual consent between the City and Wilkins Pro Clean, Inc.

Prepared by: Brian Moran, Deputy Director of Special Services

Reviewed by: Ellen Schnackel, Director of Special Services

Reviewed by: Nikki Lumpkin, Senior Buyer

Reviewed by: Michelle Aranowski, Director of Central Services

Approved by: Gary Mekjian, City Manager

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
November 27, 2023

SUBJECT: AWARD OF PROPOSAL FOR FIRE ALARM AND/OR SUPPRESSION SYSTEMS INSPECTION, TESTING AND MAINTENANCE WITH AS NEEDED PURCHASE AND INSTALLATION.

ADMINISTRATIVE SUMMARY

Requests for Proposal were advertised, available on the MITN e-procurement site, publicly opened and read aloud on Tuesday, October 31, 2023, for Fire Alarm and/or Suppression Systems Inspection, Testing and Maintenance with As Needed Purchase and Installation. Notification was sent to ninety-five (95) vendors (including twenty (20) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with two (2) responding (Shambaugh & Sons and Conti LLC.).

- Twenty-three (23) City and Court buildings and properties are monitored and protected with some form of fire alarm systems and fire suppression systems. Inspections and repair service is required for the City to maintain these systems.
- Specifications require firms to provide an economical solution for fire alarm and fire suppression inspection, testing and maintenance with reports for each unit noting the preventative maintenance performed, unfavorable conditions found with recommendations on improvements and/or repairs with cost estimates. The specifications also allow for as needed purchase and installation of those systems based on contracted labor and materials costs. As with all similar agreements, the City reserves the right to contract outside this agreement if the need arises.
- A committee made up of various City staff reviewed all proposals and is recommending the City enter into agreement with Shambaugh & Sons L.P. They have extensive experience in the field, they are knowledgeable about best practices in the industry, they offer skilled labor for both alarm systems and suppression systems, their pricing is competitive, and they have been the City's vendor for the past six (6) years. City staff is satisfied with the service they have provided.
- Funding for these services is available in each department's operating budget.

COST PROPOSAL TABULATION-ATTACHED

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to approve all budgeted purchase orders for Shambaugh & Sons L.P. for Fire Alarm and/or Fire Suppression Inspection, Testing and Maintenance for \$10,305 per year for a period of one (1) year with optional renewal for four (4) additional one (1) year renewals under the same terms and conditions, through mutual consent by the City of Farmington Hills and Shambaugh & Sons L.P.

In addition it is recommended that the City Council authorize the City Manager to approve all budgeted purchase orders for the purchase and installation of fire alarm and suppression systems to Shambaugh & Sons L.P. for a period of one (1) year with optional renewal for four (4) additional one (1) year renewals under the same terms and conditions, through mutual consent by the City of Farmington Hills and Shambaugh & Sons L.P.

Prepared by: Michelle Aranowski, Director of Central Services
Approved by: Karen Mondora, Director of Public Services
Approved by: Gary Mekjian, City Manager

City of Farmington Hills

rfp-fh-23-24-2412

RECOMMEND FOR AWARD

Fire Alarm AND/OR Fire Suppression Systems Inspection, Testing, & Maintenance

Opened 10/31/2023

Item	Conti LLC Sterling Heights, MI	Shambaugh & Son, L.P. Southfield, MI
INSPECTION FIRE ALARM & SUPPRESSION SYSTEMS		
Inspection & Testing FIRE ALARM Systems	\$17,074.00	\$3,200.00
Inspection and Testing FIRE SUPPRESSION Systems	\$14,700.00	\$4,750.00
Inspection , Testing and performing software upgrades as needed on Bosch Receiver	\$95/hour	\$300.00
TOTAL INSPECTION	\$31,774.00	\$8,250.00
ALTERNATE 1-Inspection & Testing Fire Alarm & Fire Suppression Systems at the Costick Center		
Inspection & Testing FIRE ALARM Systems	\$3,473.00	\$1,135.00
Inspection and Testing FIRE SUPPRESSION Systems	\$790.00	\$540.00
TOTAL INSPECTION & MAINTENANCE COSTICK	\$4,263.00	\$1,675.00
ALTERNATE 2-Inspection & Testing Fire Alarm & Fire Suppression Systems at the 47th District Court		
Inspection & Testing FIRE ALARM Systems at the 47th District Court	\$1,637.00	\$250.00
Inspection and Testing FIRE SUPPRESSION Systems	\$350.00	\$130.00
TOTAL INSPECTION & MAINTENANCE 47TH DC	\$1,987.00	\$380.00
GRAND TOTAL BID INCLUDING ALTERNATES	\$38,024.00	\$10,305.00
MAINTENANCE OR ADDITIONS TO FIRE ALARM SYSTEM		
(Performed after receipt of a City Purchase Order) Hourly rate for Labor	\$95.00	\$118.88
Parts will be billed at Cost + (X%)-Please note per section 19F, item 3 "A copy of your supplier's invoice for parts will be provided with each invoice	15%	20%
EMERGENCY SERVICE FOR FIRE ALARM SYSTEMS		
Hourly rate for labor 7 a.m. to 5 p.m. weekdays	\$142.50	\$118.88
Hourly rate for labor 5 p.m. to 7 a.m. weekdays	\$142.50	\$147.97
Hourly rate for labor on weekends	\$142.50	\$147.97
Hourly rate for labor on holidays	\$190.00	\$177.87
EMERGENCY SERVICE FOR FIRE SUPPRESSION SYSTEMS		
Hourly rate for labor 7 a.m. to 5 p.m. weekdays	\$125.00	\$118.88
	\$195.00	\$147.97
Hourly rate for labor on weekends	\$215.00	\$147.97
Hourly rate for labor on holidays	\$215.00	\$177.87
Per Year increase % beginning at year 2	0%	0%

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – November 27, 2023

SUBJECT: Award of Purchase for Roofing Materials and Award of Bid for the Police Department Roof Replacement

ADMINISTRATIVE SUMMARY

- The existing Police Department roof was replaced in 2003 and over the last several years, there have been multiple leaks requiring repairs.
- Based upon a recent inspection of the roofing system currently in place (which typically lasts 15 - 18 years), the roof is at the end of its life cycle and requires replacement.
- An Invitation for Bid #PW1925 was publicly advertised and opened on September 9, 2019, by Racine County, Wisconsin to establish a national cooperative contract for roofing supplies, inspection and project management. The awarded contract with The Garland Company, Inc. was executed with an effective date of October 15, 2019, for a term of five (5) years. This contract is offered to the City as a cooperative bid through U.S. Communities Government Purchasing Alliance.
- The City has previously utilized the U.S. Communities contract with The Garland Company, Inc. for several other roof replacement projects throughout the City, including multiple Fire Stations and most recently the DPW in 2016.
- This project was publicly advertised and competitively bid on the Michigan Inter-Governmental Trade Network (MITN) e-procurement system for the replacement of the Police Department roof including labor and the purchase of some ancillary construction materials (not offered by Garland). Sealed bids were opened on November 9, 2023. Notification was sent to one hundred ninety one (191) vendors, including fifty-three (53) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled.
- The roof replacement project consists of removing the existing ballast (stone) and membrane, installing an additional layer of insulation on top of the existing insulation, fastening the insulation to the metal decking and installing new membrane and stone.
- A two (2) year workmanship warranty is included as part of the contract award and a thirty (30) year materials warranty is also provided by The Garland Company, Inc.
- Staff has reviewed the bids and recommends an award of contract to Royal Roofing and The Garland Company, Inc. Royal Roofing has successfully completed similar projects for other local municipalities and recently completed the Ice Arena Roof Replacement Project in 2023 for the City.
- Funding for this project is identified in the 2023/2024 Capital Improvement – Public Facilities Budget.

RECOMMENDATION

IT IS RESOLVED that the City Council of Farmington Hills authorize the City Manager to issue a purchase order to Royal Roofing Co., Inc. for roof replacement, including ancillary materials, in the amount of \$228,850.00, and

IT IS FURTHER RESOLVED that the City Council of Farmington Hills authorize the City Manager to approve a purchase order with The Garland Company, Inc. for roofing supplies, inspection, and project management in the amount of \$248,074.12.

BID SUMMARY

Contractor	Base Bid	Materials Supplied by Garland	Total
Royal Roofing	\$228,850.00	\$248,074.12	\$476,924.12
Lutz Roofing Company, Inc.	\$210,300.00	\$268,103.80	\$478,403.80
Schreiber Roofing	\$290,272.00	\$300,944.08	\$591,216.08

Table Description: Summary of bid results for the Police Department Roof Replacement Project

Prepared by: Tammy Gushard, P.E., Senior Engineer Public Services

Reviewed by: Nikki Lumpkin, Senior Buyer

Departmental Authorization: Jeff King, Police Chief
Karen Mondora, P.E., Assistant City Manager
Michelle Aranowski, Central Services Director

Approved by: Gary Mekjian, P.E., City Manager



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Ellen Schnackel, Director of Special Services
Subject: Consideration of Employment for Paul Clark
Date: November 27, 2023

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Paul Clark, who is related to an employee of the City, Christina Clark, who is a Building Assistant at the Costick Center.

The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Paul Clark.

Name: Paul Clark

Position Applied For: Building Assistant

Number of Employees Needed in this Position: 1

Date Position Posted: 6/22/2023 Open Until: Filled

Number of Applicants for this position: 1 Number of Applicants Interviewed: 1

Salary: \$13.50/hr.

Relationship: Christina Clark who is employed at the Costick Center.

Justification: Paul Clark is the most qualified applicant and is available to begin work immediately.

Prepared by: Dan Monacelli, Facilities Supervisor-Parks

Authorized by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager
From: Karen Mondora, Director of Public Services
Subject: Consideration of Employment for Michael Sisan
Date: November 8, 2023

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Michael Sisan, who is related to an employee of the City, John Marr, who is a Plumbing Inspector for the Planning & Community Development Building Division.

The Department of Public Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, and posting on websites, social media, and signage in front of the DPW facility. A thorough investigation of the applicant's credentials and a personal interview were conducted. Provided applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for positions because they may require certain qualifications or specialized training/certification or are labor intensive. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Public Services respectfully requests the City Council's approval of Michael Sisan.

Name: Michael Sisan

Position Applied For: DPW Seasonal Laborer

Number of Employees Needed in this Position: 5

Date Position Posted: 4/1/23 Open Until: Filled

Number of Applicants for this position: 1 Number of Applicants Interviewed: 1

Salary: \$15.00/hour

Relationship: Michael Sisan is the grandson of John Marr from the Planning & Comm. Dev. Building Division.

Justification: Michael Sisan is the most qualified applicant and is available to begin work immediately.

Prepared by:

/S/ Derrick Schueller

Derrick Schueller
Superintendent of Public Works

Authorized by:

Approved by:

/S/ Karen Mondora

Karen Mondora
Director of Public Services

Gary Mekjian
City Manager

MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL - COMMUNITY ROOM
OCTOBER 23, 2023 – 6:00PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:03pm

Council Members Present: Barnett, Boleware, Bruce, Knol, Massey and Newlin

Council Members Absent: Bridges

Others Present: City Manager Mekjian, City Clerk Smith, Director Brown and City Attorney Joppich

CITY CLERK EMPLOYMENT AGREEMENT

City Clerk Smith stated that this matter was discussed at the last City Council study session at which time there was consensus to bring back more information and a draft employment agreement for discussion purposes. Staff met with the City Attorney to prepare the draft agreement.

Attorney Joppich reviewed the terms of the proposed employment agreement that took into consideration elements from other area clerk employment agreements and Council's suggestion that the agreement is broader in scope.

Clerk Smith stated that the intent was to follow the same procedures used with the City Manager's employment agreement and allow for discussions with the incoming Clerk, Attorney's Office and Mayor to finalize the terms of the agreement to bring back to City Council.

The consensus of Council was to allow the City Attorney to initiate discussions with Carly Lindahl in conjunction with Mayor Barnett on terms of a mutually acceptable employment agreement. Such contract would be presented to the entire Council for approval prior to signature and execution.

ADJOURNMENT

The study session meeting adjourned at 6:18pm.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
OCTOBER 23, 2023 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:31pm.

Council Members Present: Barnett, Boleware, Bruce, Knol, Massey and Newlin

Council Members Absent: Bridges

Others Present: City Manager Mekjian, City Clerk Smith, Directors Schnackel and Skrobola and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Mike Sweeney, Emergency Preparedness Commission member, led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Massey, support by Newlin, to approve the agenda as published.

MOTION CARRIED 6-0.

PROCLAMATION RECOGNIZING NOVEMBER 1, 2023 AS EXTRA MILE DAY

The following Proclamation was read by Councilmember Knol:

**PROCLAMATION
Extra Mile Day
November 1, 2023**

WHEREAS, the City Farmington Hills acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism and service; and

WHEREAS, the City of Farmington Hills encourages its citizens to maximize their personal contributions to society by giving of themselves wholeheartedly and with total effort, commitment and conviction to their individual ambitions, family, friends and community; and

WHEREAS, the City Farmington Hills chooses to shine a light on, and celebrate, individuals and organizations who “go the extra mile” to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Farmington Hills acknowledges the mission of Extra Mile America to create more than 550 Extra Mile cities in our country and is proud to support “Extra Mile Day” on November 1, 2023.

NOW, THEREFORE, I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim November 1, 2023 to be “**Extra Mile Day**” and urge all members of the community to not only go the extra mile in their own lives, but also to acknowledge individuals who are

inspirational in their efforts and commitment to make their organizations, families, community, country and world a better place.

EMERGENCY PREPAREDNESS COMMISSION TIP OF THE MONTH

Mike Sweeney discussed the Emergency Preparedness Tip of The Month dealing with ensuring you have power for you house during power outages and safety around using a generator or similar devices.

CORRESPONDENCE

The following correspondence was acknowledged:

- Letter from a resident regarding incorporating a labyrinth in one of the parks. It was noted that this idea would be passed on to the appropriate staff
- Email received requesting that Item #4 is removed from the consent agenda. Mayor Barnett suggested that City Clerk Smith discuss this item during approval of the consent agenda
- Letters/emails received regarding a propose Planned Unit Development along 13 Mile Road

CONSENT AGENDA

City Clerk Smith stated that an email was received asking questions around early voting and how that works and funding. She explained that the early voting was part of Proposal 2 that was petitioned to be placed on the ballot last year and approved by voters at that time. Clerk Smith clarified that City Council approved an agreement to partner with Oakland County for early voting starting with the November 7, 2023 Election at their meeting of September 18, 2023 that included the use of the Costick Activities Center as the early voting site for Farmington and Farmington Hills voters. The item before City Council this evening is simply a license agreement with the county on the use of the Costick Center for that purpose. Clerk Smith went on to explain the early voting process and locations for voters to early vote. She noted that the State and County were seeking grant funding for early voting and to cover this year's elections and that local costs going forward would include election worker pay that would be split between Farmington and Farmington Hills and staffing expenses for city employees.

MOTION by Knol, support by Boleware, to approve the consent agenda items #4 through #8.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN

Nays: NONE

Absent: BRIDGES

Abstentions: NONE

MOTION CARRIED 6-0.

MOTION by Massey, support by Newlin, to approve the consent agenda items #9 and #10.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN

Nays: NONE

Absent: BRIDGES

Abstentions: BARNETT

MOTION CARRIED 5-0-1-1.

PUBLIC QUESTIONS AND COMMENTS

Dixon Tyson, resident, expressed concern about receiving another sewer bill and the amount owed. City Manager Mekjian explained that staff had been working with Mr. Tyson to assist him through the process in metering his actual water usage and payment options but that Mr. Tyson was required to complete paperwork first that had not yet been done. Staff will speak with Mr. Tyson following the adjournment of the meeting.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

The following Councilmember comments or announcements were made:

- Volunteer opportunities – tutoring on Saturday mornings 9am-11am

CITY MANAGER UPDATE

City Manager Mekjian provided an update on the following:

- Michigan Municipal League Conference

CONSENT AGENDA:

RECOMMENDED APPROVAL OF A LICENSE AGREEMENT WITH OAKLAND COUNTY FOR EARLY VOTING AT THE COSTICK ACTIVITIES CENTER.

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby approves the license agreement with the Board of County Election Commissioners for Oakland County for use of the Costick Activities Center as an early voting site.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

ACKNOWLEDGEMENT OF FOURTH AND FIRST QUARTER FINANCIAL SUMMARY REPORTS AND QUARTERLY INVESTMENT REPORT.

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby acknowledges the fourth and first quarter financial summary reports and quarterly investment report.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CANCELING THE DECEMBER 25, 2023 CITY COUNCIL MEETING.

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby cancels the regular City Council meeting scheduled for December 25, 2023.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF A REQUEST FOR STATUS CHANGE UNDER SECTION 10.01A OF THE CITY CHARTER FOR THE POLICE DEPARTMENT. CMR 10-23-116

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby approves the status change of Officers Bragole and Line, pursuant to City Charter, Article X, Section 10.01A.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF A REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR A GUEST SERVICES ASSISTANT.

MOTION by Knol, support by Boleware, that the City Council of Farmington Hills hereby approves the request for employment under Section 10.01A of the City Charter for Alicia Lamont as a Guest Services Assistant in the Special Services Department. Alicia is the mother of Teneille Lamont, who is a Department Aide in the Special Services Department.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: BRIDGES
Abstentions: NONE

MOTION CARRIED 6-0.

RECOMMENDED APPROVAL OF CITY COUNCIL STUDY SESSION MEETING MINUTES OF OCTOBER 9, 2023.

MOTION by Massey, support by Newlin, support by Boleware, that the City Council of Farmington Hills hereby approves the City Council study session meetings minutes of October 9, 2023.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN
Nays: NONE
Absent: BRIDGES
Abstentions: BARNETT

MOTION CARRIED 5-0-1-1.

**RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING
MINUTES OF OCTOBER 9, 2023.**

MOTION by Massey, support by Newlin, support by Boleware, that the City Council of Farmington Hills hereby approves the City Council regular session meetings minutes of October 9, 2023.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRUCE, KNOL, MASSEY AND NEWLIN

Nays: NONE

Absent: BRIDGES

Abstentions: BARNETT

MOTION CARRIED 5-0-1-1.

ADDITIONS TO AGENDA

There were no additions to the agenda.

ADJOURNMENT

MOTION by Knol, support by Newlin, to adjourn the regular session City Council meeting at 8:08pm.

MOTION CARRIED 6-0.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
FARMINGTON HILLS CITY COUNCIL
CITY HALL – COUNCIL CHAMBER
NOVEMBER 13, 2023 – 6:00PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Pro Tem Bruce at 6:03pm.

Council Members Present: Boleware, Bridges, Bruce, Knol, and Newlin

Council Members Absent: Barnett and Massey

Others Present: City Manager Mekjian, City Clerk Smith, Director Brockway
and City Attorney Joppich

**CHALDEAN COMMUNITY FOUNDATION MULTIPLE-FAMILY HOUSING PROJECT
(PLANNED UNIT DEVELOPMENT 1, 2023)**

Charmaine Kettler-Schmult, Director of Planning and Community Development, explained that the purpose of the study session meeting was to update the current City Council and incoming Mayor and City Council on the project. The city’s Planning Consultant will speak on the project and then the proponent will make their presentation with time for some questions from Council.

Jill Bahn, Planning Consultant from Giffels Webster, explained that a Planned Unit Development (PUD) is a tool that communities can utilize to allow for more flexibility in a development in exchange for some community benefit not otherwise provided with a project. She discussed the steps involved to go through the PUD process and discussed the surrounding zoning and request for the project before Council this evening. She noted that the Planning Commission recommended denial of the project at its last public hearing meeting. Deviations from the current zoning ordinance that were being requested by the proponent include:

- Increased density – 240 rooms proposed that would be consistent with the RC-3 district. Under the current RA-1 zoning, the maximum number of units would be 13
- Increased building height – 35 feet 5 inches is proposed and the requirement is 30 feet
- Parking spaces – 169 proposed and 200 parking spaces are required

Council inquired about the trade-offs or community benefit for allowing a PUD for this project and inquired about the surrounding zoning and whether this would be considered spot zoning if changed for this parcel.

Consultant Bahn responded that a potential community benefit could be the offering of affordable housing with this project but it is the decision of Council to determine why they would deviate from their zoning standards. She added that she would not necessarily consider this spot zoning but the question for Council would be if this is out of character for the area and whether there is a community benefit.

Martin Manna, Chaldean Chamber of Commerce and Community Foundation, commented on the many meetings held with the Planning Commission and commented that they were provided any feedback following the last public hearing meeting. The project includes affordable housing that is an extension of Botsford Manor. Mr. Manna discussed the Chamber and Foundation and their purpose and services provided to the community. He explained that the project is a MSHDA project that would be rent-

controlled and based on media income with the units being provided for persons making \$68,000 annually or less. He explained that separate from the Planning Commission meetings they held a private meeting with the neighbors and their main concern was traffic. He believes there is a demand for attainable housing in Farmington Hills and he presented to Council drawings and information on their current mission driven projects.

Tom Haji, Director of the Chaldean Community Foundation, explained at this is a \$25 million dollar project in the city and they have received approval by MSHDA for funding. Community benefits include providing for smaller units and affordable housing that is in high demand, developing a corridor that has remained dormant for the last 27 years, offering greenspace/park area and creating both temporary and permanent jobs.

Mr. Haji outlined other available land in the community and why this project would not be possible in other locations throughout the city. He added that a developer has not proposed a single-family project along this corridor and that their project fits the future master plan for this area. They conducted a traffic study due to concerns expressed by residents in the area, which he believes shows there would be no significant impact on the area. The traffic that is being seen today in the area is largely due to construction projects throughout the city pushing traffic onto other streets. He reiterated that they have strong support and funding from the state for the project and that this is a logical extension to the west and not spot zoning.

Council requested information from the Planning Department with regard to available land in the city for this project.

Council complimented the proponent on forming their Foundation and the services they provide to the community. Concerns expressed included having only one ingress/egress to the site, density and the majority of the surrounding zoning currently RA-1 single-family and having no transition to that zoning. It was suggested that condos would provide for a better transition to the RA-1 zoning on this site and suggested that investing into existing apartment buildings or hotels might be another option.

Council questioned if the area was proposed to remain RA-1 or if there would be a change with the master plan discussions. Consultant Bahn responded that there was some discussion at the Planning Commission level as to whether they should look at changes in this area.

There was a request for clarification on the height. Consultant Bahn clarified that the proponent was requesting a height of 35 feet 5 inches not 30 feet 5.5 inches as noted in their memo and that a corrected memo would be provided to Council for the public hearing meeting.

Further discussion was held on density and number of homes allowed in other RA single-family districts. It was noted that the RA-3 single-family district would allow for a maximum of 24 single-family homes.

Mr. Manna stated that they originally approached the city about putting this project at a parcel at 14 Mile and Middlebelt Roads and they looked at 12 Mile and Inkster but there were many projects that had already been denied by Council for that area and that property since sold and is being developed. He explained that they cannot building condominiums with a subsidized, affordable housing project and they cannot own the property until the project is approved.

Council inquired how the proponent would maintain and update the development if they had a 30-40 year loan and could not raise rents for the life of the loan. Mr. Manna responded that there is cash flow for maintenance and updating the development and that is all part of public record.

A member of Council suggested referring to this project simply as housing rather than affordable or attainable housing and agreed this type of housing is needed in the community.

ADJOURNMENT

The study session meeting adjourned at 7:21pm.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'P. Smith', written over a horizontal line.

Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
CITY HALL – COUNCIL CHAMBER
NOVEMBER 13, 2023 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Pro Tem Bruce at 7:30pm.

Council Members Present: Boleware, Bridges, Bruce, Knol, and Newlin

Council Members Absent: Barnett and Massey

Others Present: City Manager Mekjian, City Clerk Smith, Directors Brockway, Kettler-Schmult and Sullen-Winn, and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Bruce led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Bridges, support by Newlin, to approve the agenda as published.

MOTION CARRIED 5-0.

PRESENTATION BY NORTH FARMINGTON HIGH SCHOOL ON REDUCING THE STIGMA AROUND STRESS MANAGEMENT

Tejaswini Sivalokanathan and Mehar Khanna, Seniors at North Farmington High School, provided their presentation on Reducing the Stigma around Stress Management.

Council thanked the students for their very informative presentation and wished them well in their futures following high school.

PROCLAMATION RECOGNIZING NOVEMBER 2023 AS FAMILY COURT AWARENESS MONTH

The following proclamation was read by Councilmember Bridges and accepted by GERALYN MORRIS of Protective Parents Michigan:

**PROCLAMATION
Family Court Awareness Month
November 2023**

WHEREAS, the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

WHEREAS, the mission of the FCAMC is fueled by the desire to create awareness and change in the family court system for the estimated 58,000 children ordered into unsupervised contact with physically or sexually abusive parents each year, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence, child emotional and psychological abuse, childhood trauma, child sexual abuse, coercive control, and post-separation abuse for all professionals working on cases within the family court system, and;

WHEREAS, the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness and therapeutic value, and;

WHEREAS, the mission of the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research, that is a critical component to making decisions that are truly in the best interest of children,

NOW, THEREFORE, I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the entire City Council, do hereby proclaim November 2023 to be **Family Court Awareness Month**. I encourage all residents to support their local communities' efforts to prevent the harm of children in the hands of family members, and to honor and value the lives of children.

PROCLAMATION RECOGNIZING NOVEMBER 2023 AS NATIVE AMERICAN HERITAGE MONTH

The following proclamation was read by Councilmember Boleware and accepted by Rachel Timlin, Cultural Arts Supervisor:

**PROCLAMATION
Native American Heritage Month
November 2023**

WHEREAS, Native Americans are a diverse group of people with a rich and multifaceted system of governments, languages, religions, values and traditions; and

WHEREAS, Michigan is home to 12 federally recognized Indian tribes, which are sovereign governments that exercise their own direct jurisdiction over their members and their territory; and

WHEREAS, Michigan has several significant Native American cultural sites, including the Zibiwing Center of Anishinabe Culture and Lifeways in Mount Pleasant, the Besser Museum for Northwest Michigan in Alpena, the Andrew J. Blackbird Museum in Harbor Springs, and the Potawatomi Heritage Center in Wilson; and

WHEREAS, we have a rich past and a bright future thanks to the varied contributions of the many tribes who have lived in Michigan, including our state's three largest tribes – the Ojibwe (also called Chippewa), the Odawa (also called Ottawa), and the Potawatomi (also called the Bodéwadmi); and

WHEREAS, Native Americans continue to be influential in all areas of life in Michigan, including government, business, the arts, medicine, education, law enforcement and the military; and

WHEREAS, Farmington Hills represents a place where diverse people from all backgrounds live and work together, giving us opportunities to honor our differences and celebrate our similarities.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim November 2023 as **Native American Heritage Month** in Farmington Hills and urge all citizens to learn about Native American heritage and culture and to celebrate the vast contributions of the first Americans.

PROCLAMATION HONORING AMERICA’S VETERANS IN NOVEMBER 2023

The following proclamation was read by Councilmember Knol and accepted by Farmington Hills Police Officer and U.S. Army Reserve Staff Sergeant Michael Rybinski:

**PROCLAMATION
Honoring America’s Veterans
November 2023**

WHEREAS, throughout the course of history, courageous men and women have taken up arms to secure, defend and maintain the core principles upon which our nation’s freedoms depend; and,

WHEREAS, since our nation’s founding, more than 41 million men and women have stepped forward to serve their country during times of peace, and times of war and conflict; and,

WHEREAS, the veterans who served in the military have protected the American way of life and have dedicated themselves to achieving lasting peace throughout the world; and,

WHEREAS, the spirit of freedom remains strong with over 1.3 million men and women currently on active duty and more than 800 thousand in the reserve forces, with many in harm’s way fighting overseas; and,

WHEREAS, as a nation, we are eternally grateful for the noble sacrifices made by our veterans, and we honor and respect them for their service.

NOW, THEREFORE, I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby recognize our esteemed veterans in acknowledgment of **Veterans Day 2023**, and urge all residents to pause and reflect, this November and throughout the year, on the sacrifices of those who have served their country.

PROCLAMATION RECOGNIZING NOVEMBER 20, 2023 AS WORLD CHILDREN’S DAY

The following proclamation was read by Councilmember Newlin and accepted by Jordan Scrimger, Children, Youth & Families Commission Vice Chairperson:

**PROCLAMATION
World Children’s Day
November 20, 2023**

WHEREAS, the United Nations General Assembly recommended in 1954 that all countries institute a universal Children's Day, adopted the Declaration of the Rights of the Child on Nov. 20, 1959, and the Convention on the Rights of the Child on Nov. 20, 1989; and,

WHEREAS, the Convention, which is the most widely ratified international human rights treaty, sets out several children’s rights, including the rights to life, health, education and play, as well as the rights to family life, to be protected from violence, to not be discriminated against and to have their views heard; and,

WHEREAS, UNICEF has promoted World Children’s Day annually to demand and secure a future where every child across races, places and genders has the freedom to thrive and fulfill their potential; and,

WHEREAS, the mission of the Farmington-Farmington Hills Commission on Children, Youth and Families is to encourage a supportive environment where children, youth and families are happy, healthy, educated and safe, and have the opportunity to reach their full potential, with a goal to make recommendations to the Farmington Hills City Council concerning the needs of children, youth and families in their jurisdiction.

NOW, THEREFORE, I, Vicki Barnett, Mayor of the City of Farmington Hills, do hereby proclaim Monday, Nov. 20 as **World Children’s Day** in Farmington Hills, and urge our community and City to honor the contributions of young people, to continue to seek new ways to incorporate youth input into planning and policy-making, to affirm that children have rights and our city has a responsibility to promote their wellbeing, and to urge governments to take action to demonstrate their commitment to children.

PROCLAMATION RECOGNIZING NOVEMBER 25, 2023 AS SMALL BUSINESS SATURDAY

The following proclamation was read by Councilmember Bridges and accepted by T.R. Carr, Economic Development Corporation Chair:

**PROCLAMATION
Small Business Saturday®
November 25, 2023**

WHEREAS, the City of Farmington Hills celebrates local small businesses and recognizes that they create jobs, boost the economy and help to preserve our community; and,

WHEREAS, the City of Farmington Hills is home to more than 5 thousand small businesses that are owned and operated by hard-working people of all kinds. Of each dollar spent at local businesses, 70 cents stay local and recirculate to other area businesses. Shopping small means you support your community and a fellow resident’s dream; and,

WHEREAS, Michigan has more than 900 thousand small businesses that amount to 99.6% of Michigan businesses, defined as small businesses with fewer than 500 employees, accounting for nearly 2 million employees that represent nearly half of Michigan workers; and,

WHEREAS, small business sales have reached 80% of pre-pandemic levels, but as our lives have largely returned to normal, the economic effects among the smallest of small businesses still linger; and,

WHEREAS, consumers who shop on Small Business Saturday® are making a conscious commitment to support small, independently owned businesses and make purchases with a positive impact; and,

WHEREAS, Small Business Saturday® is an important part of small businesses' busiest shopping season, consumers are encouraged to shop or eat at independently owned businesses and purchase gift cards from local businesses, not just during the holidays, but year-round.

NOW, THEREFORE, BE IT RESOLVED, that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby proclaim November 25, 2023, as **Small Business Saturday®** and urge our residents to support small businesses annually on the Saturday after Thanksgiving and throughout the entire year.

ECONOMIC DEVELOPMENT CORPORATION ANNUAL UPDATE

T.R. Carr, Economic Development Corporation Chair provided the annual update for the Economic Development Corporation outlining their purpose, activities and goals going forward.

COMMUNICATIONS AND COMMUNITY ENGAGEMENT DEPARTMENT UPDATE

Vickie Sullen-Winn, Communications and Community Engagement Director, introduced her staff and explained how the department was restructured to capitalize on new and existing talents of her staff. She stated that the Council approved a request for paid media to enhance the city's efforts and outreach and she introduced Dawn Crowley from Emerald Media LLC who has been assisting the city in these efforts. Director Winn provided various samples of the videos created and how the media buying has been used.

CORRESPONDENCE

There was no correspondence acknowledged.

PUBLIC QUESTIONS AND COMMENTS

A resident of Woodstream inquired about the council's position on the sale of cannabis in the city. Mayor Pro-Tem Bruce asked City Attorney Joppich to address where the city is in that process.

Attorney Joppich explained that Council adopted an opt-out ordinance; however, the City Council has since been receiving updates and studying the progress made with regard to cannabis laws. He noted that last year the Council conducted several sessions with persons in the industry and the public to gain more knowledge and receive input and all reports for those sessions are complete. He added that the issue could potentially be revisited in the future.

Mayor Pro-Tem Bruce added that the Council also wanted to discuss and review the city's master plan updates and agreed there could be further discussion on this topic in the future.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

Council recognized Councilmember Newlin for her service on Council the past 4 years and congratulated the incoming Mayor and Councilmembers.

CITY MANAGER UPDATE

City Manager Mekjian also thanked Mayor Barnett and Councilmembers Massey and Newlin for their service and congratulated the new Mayor and Councilmembers elect.

He noted that yard waste pickup will be ending the week of December 11, 2023.

ADDITIONS TO AGENDA

There were no additions to the agenda.

ATTORNEY REPORT

The attorney's report was received.

ADJOURNMENT

MOTION by Newlin, support by Boleware, to adjourn the regular session City Council meeting at 8:57pm.

MOTION CARRIED 5-0.

Respectfully submitted,



Pamela B. Smith, City Clerk