

AGENDA
CITY COUNCIL STUDY SESSION
JULY 26, 2021 – 5:15PM (Note earlier start time)
CITY OF FARMINGTON HILLS
CITY HALL - COMMUNITY ROOM/ COUNCIL CHAMBER
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>

*The Study Session will begin in the Community Room and move to the Council Chamber for the discussion on deer management in order to live stream that portion of the meeting on YouTube and cable television.

1. Call Study Session to Order
2. Roll Call
3. [Public Safety Millage](#)
4. [Deer Management](#)
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.



OFFICE OF CITY MANAGER

DATE: July 23, 2021
TO: Mayor and City Council
FROM: Gary Mekjian, City Manager
SUBJECT: Proposed November 2021 Public Safety Millage Renewal and Increase Ballot Question

The City of Farmington Hills initiated a public safety millage in 1995 and currently has two separate millages for Public Safety, both for 10-year terms staggered 5 years apart. The 2011 public safety millage is currently set at 1.6187 mills, having been rolled back from the voter approved on 1.7 mills due to the Headlee Amendment and is up for renewal consideration. Below is a summary of the financial implications of seeking a simple renewal with the Headlee reductions or asking voters to continue with the 1.7 mills.

City's Taxable value: \$3,722 billion

1.7 mills = \$6,328,528 per year (Renewal **without** Headlee Rollback)

1.6187 mills = \$6,018,533 per year (Renewal **with** Headlee Rollback)

Net positive revenue = \$309,995 per year

The overall Public Safety budget for both Fire and Police is just over \$35.4 million so this millage represents a significant part of that budget.

Since 2015, federal SAFR Grant funds have provided over \$250,000 per year of support to provide fire fighter staffing. These SAFR funds run out after FY 21-22. The additional revenue generated from continuing the millage at 1.7 mills will be used to replace revenue lost from the SAFR Grant sunseting.

If City Council approves ballot language that continues with the 1.7 mills, the financial impact to the average property taxpayer (\$100k in taxable value) in the City is approximately \$8.13 per year.

City Attorney Steve Joppich's memo to you is included in your packet. His memo details the language of the two alternative ballot questions and other legal aspects. We are recommending the first alternative outlined in his memo.

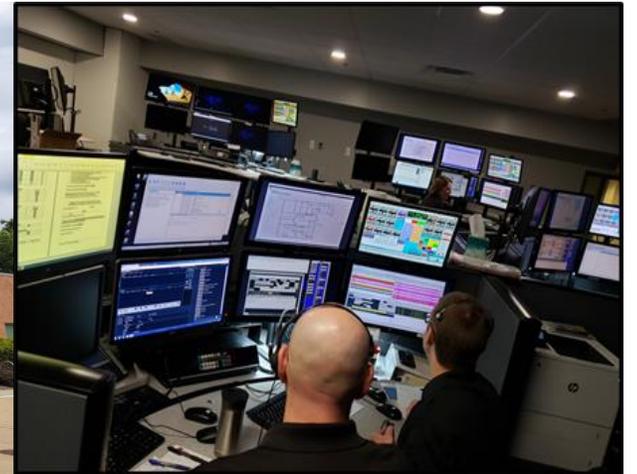
Lastly, the city can only share information about the ballot proposal. If City Council decides to put this question on the November ballot, City staff will provide ballot proposal information by holding a series of public information meetings for residents, on the City website and on social media.

Recommendation

It is my recommendation that City Council vote to put the 1.7 mill question on the ballot in November of 2021. In addition, the City has historically placed a 10-year term on public safety millages and I would recommend the same in this instance.

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2021 PUBLIC SAFETY MILLAGE



BACKGROUND

- Farmington Hills has two separate millages for Public Safety, funding Police and Fire, including EMS and dispatch, both for 10 year terms staggered 5 years apart.
- The original Public Safety Millage was initiated in 1995 and subsequently renewed in 2003 and 2015.
- The second Public Safety Millage was initiated in 2011, which will be expiring after 2021.

BACKGROUND

- Public Safety Millage was designed to supplement funding for departmental operational needs such as:
 - Sustaining operation of all 5 Fire stations and EMS at current levels.
 - Obtaining needed capital equipment to support departmental needs.
 - Meeting staffing needs of increased service demands on Public Safety operations, including vital training.

2011 Public Safety Millage generated \$5.2 million in 2011

2022 Public Safety Millage Renewal will generate \$6.3 million in 2022

FIRE SERVICE





FHFD Stats: 2011 vs. 2020

	<u>2011</u>	<u>2020</u>
Total Incidents	7,696	10,484
Medical Incidents	5,304	6,572
Fire Incidents	123	135
Training Hours	25,000	25,153

Insurance Services Office (ISO) Rating

Scoring 1 (Great) to 10 (Worst)

2011 ISO 4 vs. Current ISO 2

FHFD is ranked in the top 5% Nationwide

1 of 17 Michigan communities with a Class 2 rating



“The ISO Fire Rating is completed by the Insurance Services Office company. They create ratings for fire departments. These ratings calculate how well-equipped fire departments are to put out fires in the community. ISO provides this score, often called the "ISO fire score," to homeowners insurance companies. Insurers then use it to help set homeowners insurance rates. The better equipped your fire department is to put out a fire, the less likely your house is to burn down. That makes your home less risky, and therefore less expensive, to insure.” [https://www.valuepenguin.com/iso-fire-rating-home-insurance.](https://www.valuepenguin.com/iso-fire-rating-home-insurance)

SAFER Grant Funding



Since 2015, Federal SAFER Grant funds have provided over \$250,000 per year of support to provide firefighter staffing; these SAFER funds are running out after FY 21-22. The additional revenue generated from the millage restoration will be used to replace the revenue lost from the SAFER grant sunseting.

The impact of losing two (2) Firefighters would be to shut down one (1) piece of fire apparatus to remove it from service.

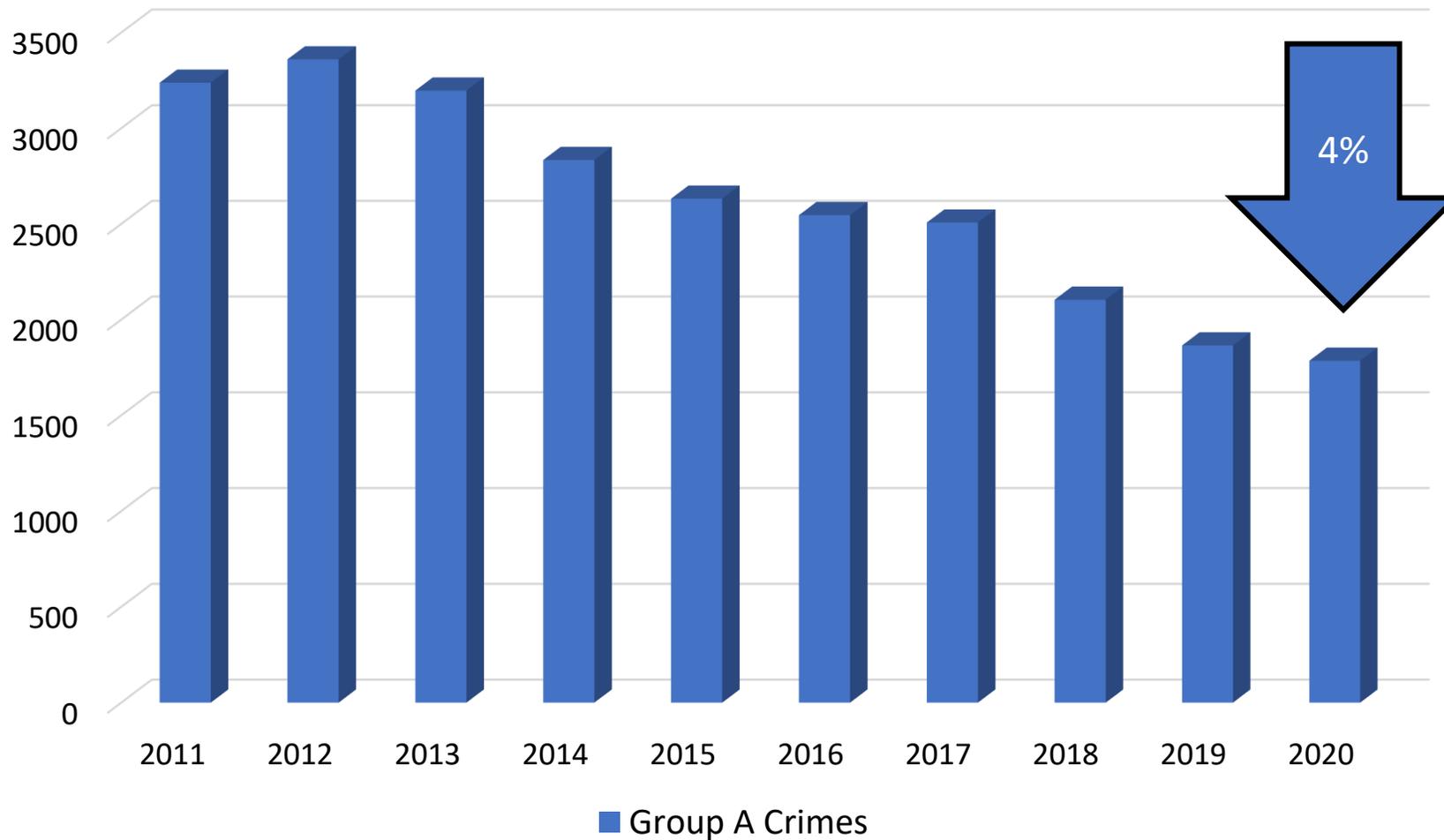


Farmington Hills Public Safety Millage Renewal Hills
Public Safety Millage Renewal

Chief Jeff King



Group A Crime





2nd Safest City in Michigan

Munetrix[®]

- Population over 80,000
- Property crimes: 1,180
- Crimes per thousand: 32.4

18th Safest City in Michigan

A LARMS.ORG

- Population: Over 80,000
- Crime Rate per 1,000: 9.23
- Violent Crimes per 1,000: 0.85
- Property Crimes per 1,000: 8.38



<u>Category</u>	<u>2011</u>	<u>2016-2020 (Average)</u>
Calls For Service	28,649 (78 per Day)	35,060 * (96 per Day)
Crashes	3,021 (9 per day)	2,698 (7 per Day)
Burglaries	319 (6.15 per Week)	125 (2.4 per Week)
Arrests	3,424 (9 per Day)	2,283 (6 per Day)
Departmental Training Hours	40 Hours, per Officer	62 Hours, per Officer (2020-82 Hours; 2021-101 Hours)



IMPACTS OF REDUCED STAFFING:

- Emergency/Non-Emergency Response (Response times, Safety of Staff and Citizenry)
- Training (Fair & Impartial Policing, Implicit Bias, Mental Health/Autism/Special Needs Response, De-Escalation, Subject Control & Care, etc.)
- Investigative capability and technical proficiency (Crime Scene, Investigative, Missing Person, Institutional Knowledge, etc.)
- Crime Prevention and Community Policing Initiatives (Preventative Patrols, Community Engagement, Neighborhood Watch, TEAM School Program, etc.)
- Recruitment and Staff Diversity
- Staff Development and Succession Planning (15 of 26 Command Officers replaced since January 2020)

ADDITIONAL SERVICES IMPLEMENTED / DEMANDED:

- Michigan Association of Chiefs of Police Accreditation (2018-104 Standards vs. 2021-109 Standards; a distinction earned by less than 6% of Mich. PD's)
- Transparency Dashboard
- Emergency Medical Dispatching
- BWC/FOIA- data processing and retention
- Autism and Mental Health Awareness & Response
- Substance Abuse Disorder Intervention (NARCAN, FAN-QRT)
- Criminal Prosecution-Diversion Programs



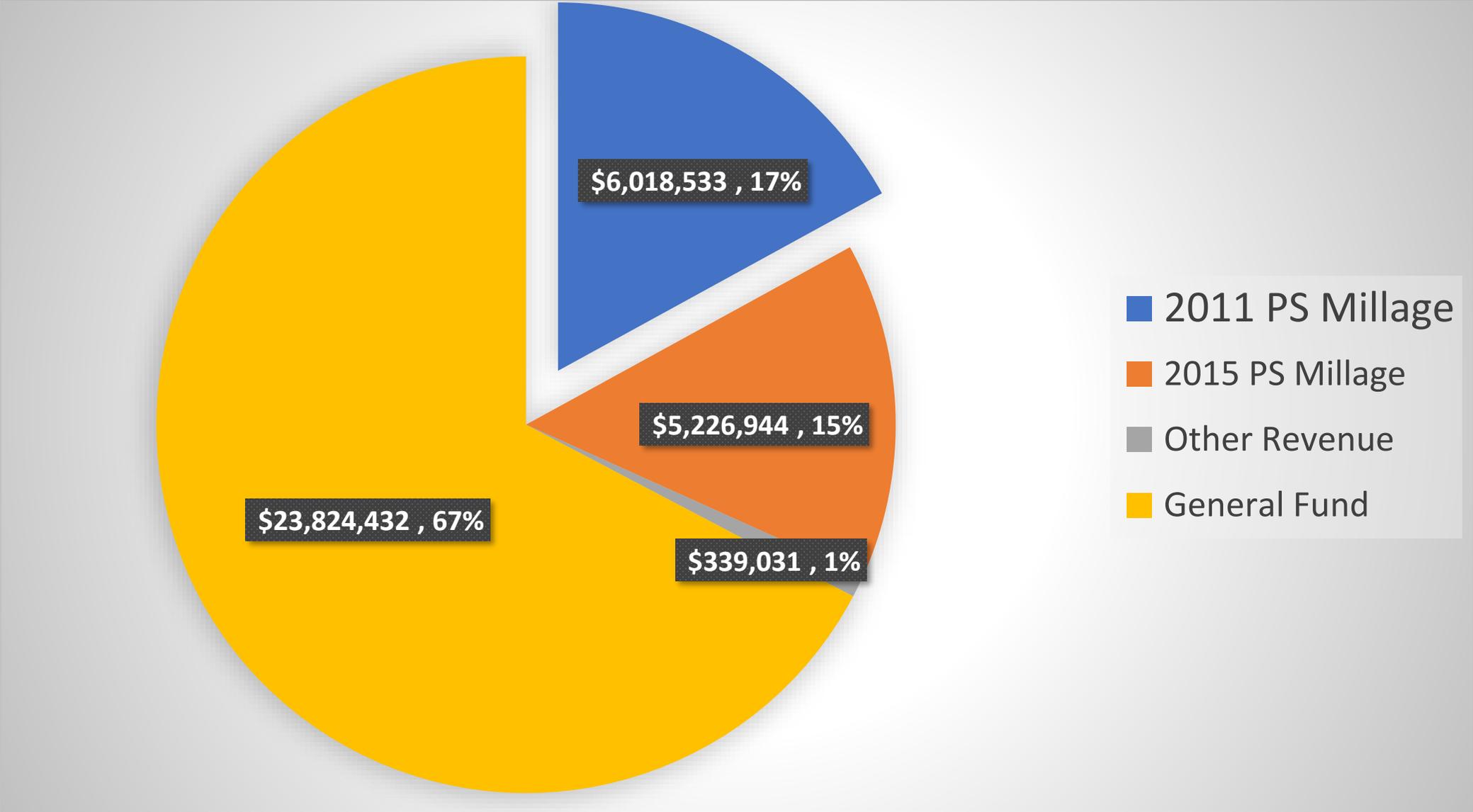
Police Department staffing has remained unchanged after the 23% reductions made between 2008-2011. Those reductions included the elimination of 40 full-time positions (16 sworn officer and 24 civilian positions).

This Public Safety Millage as recommended, will enable the Police Department to continue at current staffing levels with no additional staffing reductions. The Public Safety Millage currently supports:

- 35 sworn police officers
- 5 full-time police dispatchers, required for delivery of Emergency Medical Dispatch services
- 1 full-time civilian police dispatch supervisor

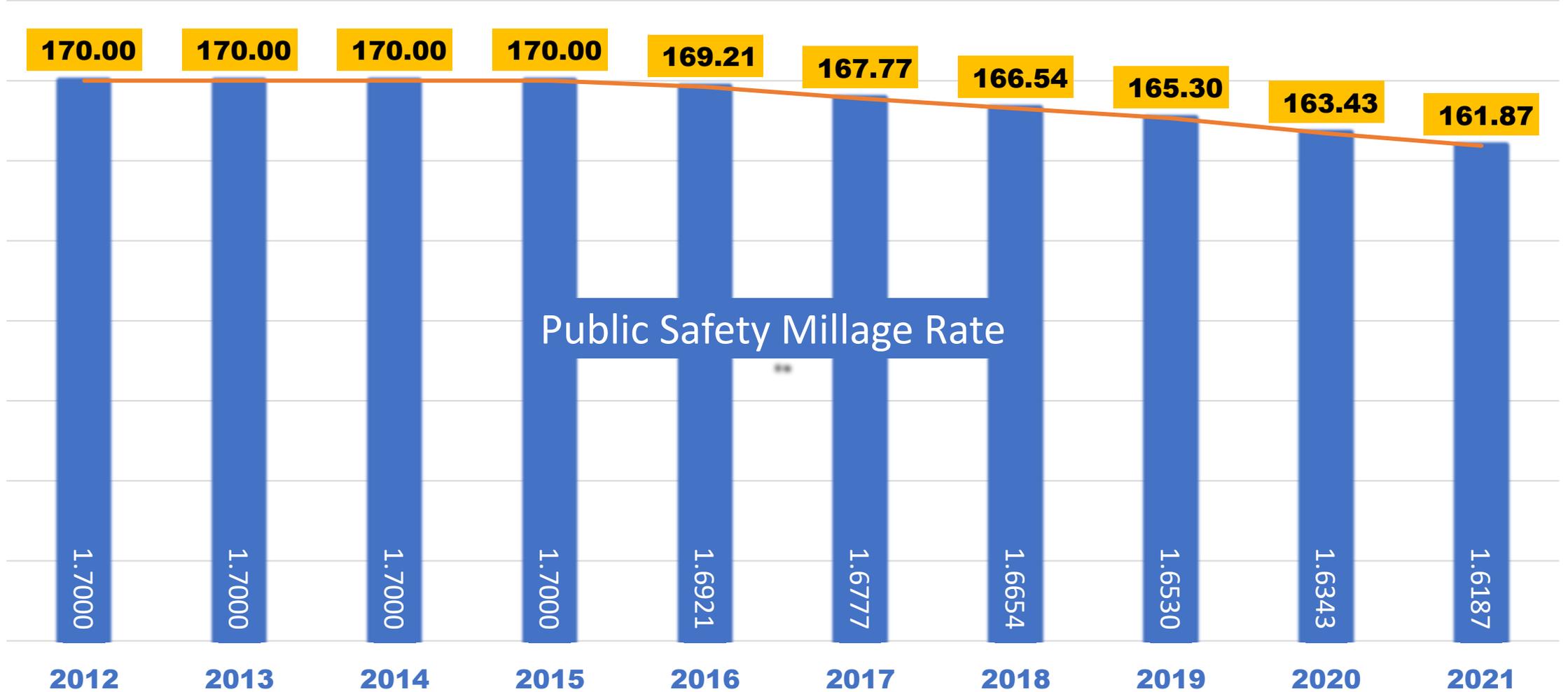
Financial Impacts

Public Safety Funding Sources: Adopted FY 2021 – 22 Budget

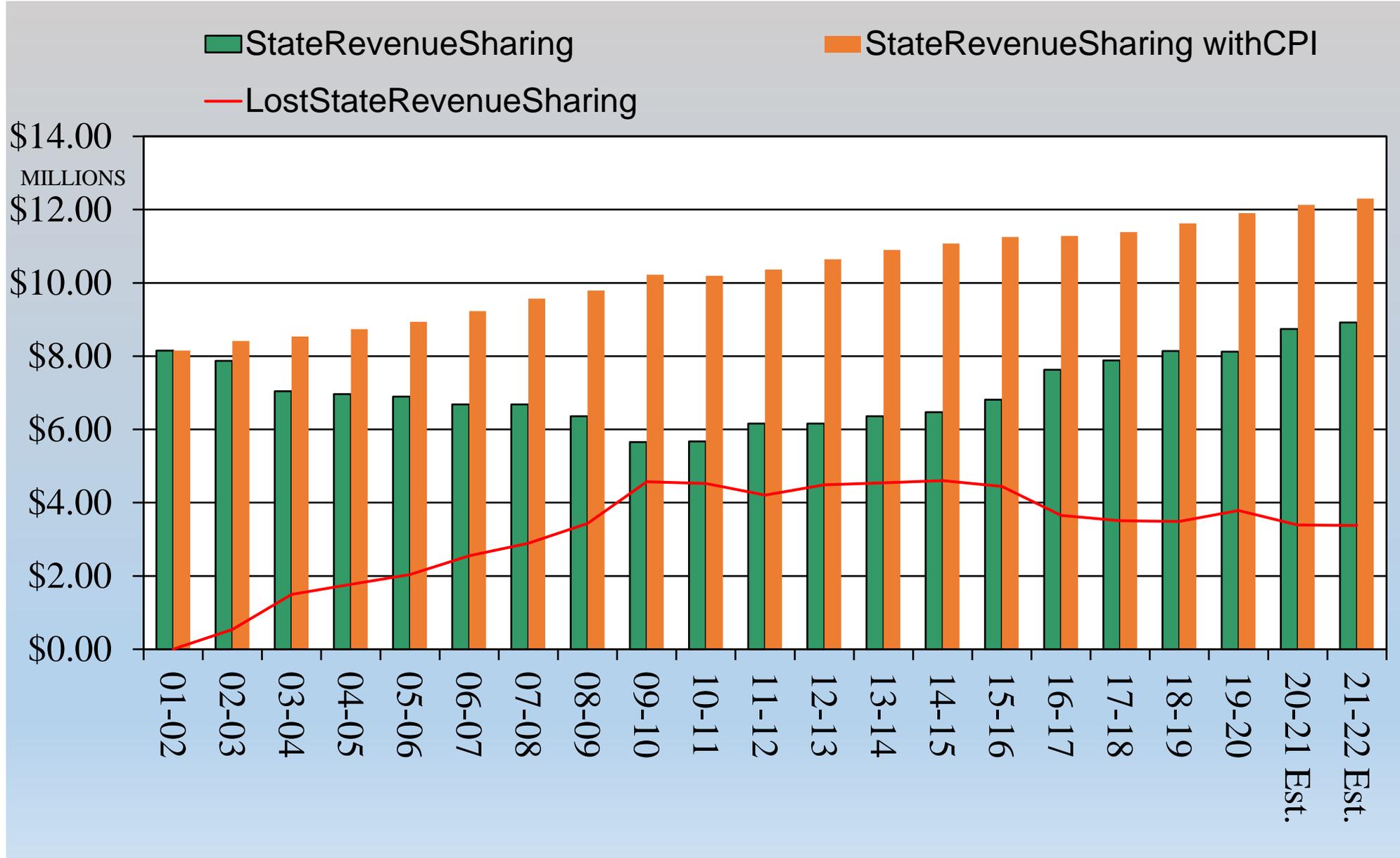


Public Safety Millage: Headlee Reduction

Average Residential Taxes (\$100k Taxable Value)



State Shared Revenues: Actual vs. CPI



Public Safety Millage: Analysis

Where does Farmington Hills' Millage Rate rank? Compared to 32 communities in Oakland County

Average Oakland County Millage Rate (2020)	18.0857
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Farmington Hills Millage Rate *	18.4441
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*2021 Millage Rate with 1.7000 for Public Safety

A Public Safety Millage of 1.7000 for an average residential property (with a Taxable Value of \$100,000) equates to **\$170** per year, which includes **\$8** to restore the original millage approved by the voters in 2011.

The restoration of the Public Safety Millage of 1.7000 would include \$309,995 annually to offset the expiring SAFER grants, maintaining current Public Safety staffing and operational levels.

RECOMMENDATION

- To place the restoration of the 1.7 mill Public Safety Millage on the November 2, 2021 ballot for consideration, which will enable the City to sustain current staffing and planned capital public safety equipment needed to maintain current operations.



DEER MANAGEMENT PRESENTATION

BACKGROUND

- A suspected increase in deer population raised concerns of deer/vehicle crashes, property destruction, and personal and pet health safety
- April 2015 Meeting with Michigan Department of Natural Resources
- City of Farmington Hills Staff began collecting data

DATA COLLECTION

1. Farmington Hills Residents Deer Information Log
2. Community Deer Management Survey
3. Research & Resources
4. Deer/Vehicle Crash Data Collection
5. Annual Aerial Deer Survey
6. Communicate with Neighboring Communities

FARMINGTON HILLS RESIDENTS DEER INFORMATION LOG

- We have logged nearly 200 phone calls from residents with a variety of deer concerns
- Received dozens of emails from residents with a variety of deer concerns
- What are the concerns?

DEER CONCERNS

- Too many deer
- Landscape destruction and blight
- Ticks/Lyme disease
- Personal and pet safety

COMMUNITY DEER MANAGEMENT SURVEY

- Completed in Summer/Fall 2016
- 5,409 Respondents
- Majority of respondents had landscape damaged by deer
- 589 people reported a dead or injured deer was on their property within the last 3 years

COMMUNITY DEER MANAGEMENT SURVEY

When asked the question, who should be responsible for managing the deer population?

- 1,249 – The deer population manages itself and we should not try to artificially manipulate it
- 861 – The City is responsible
- 758 – The County handles animal control in our area, It is their responsibility
- 2,036 – The State of Michigan/DNR should handle on a State-wide basis

RESEARCH & RESOURCES

- Developed deer management section on city website
<https://www.fhgov.com/Resident/Deer-Management.aspx>

*Full 2016 Community Deer Survey results are on website

- Shared resources through conversations
- Reviewed deer impacts on properties
- Gathered research on deer management practices
- In 2017, City Council enacted ordinance prohibiting deer feeding

DEER/VEHICLE CRASH DATA

- Oakland County had the most deer/vehicle crashes in Michigan in 2020
- 1,855 deer/vehicle crashes were reported in Oakland County in 2020
- According to Michigan Office of Highway Safety Planning, deer/vehicle insurance claims average \$4,300

DEER/VEHICLE CRASH DATA

Over a period of 7 ½ years, Farmington Hills DPW picked up a total of 605 dead deer in the City of Farmington Hills:

2014 – 53

2015 – 53

2016 – 63

2017 – 83

2018 – 98

2019 – 105

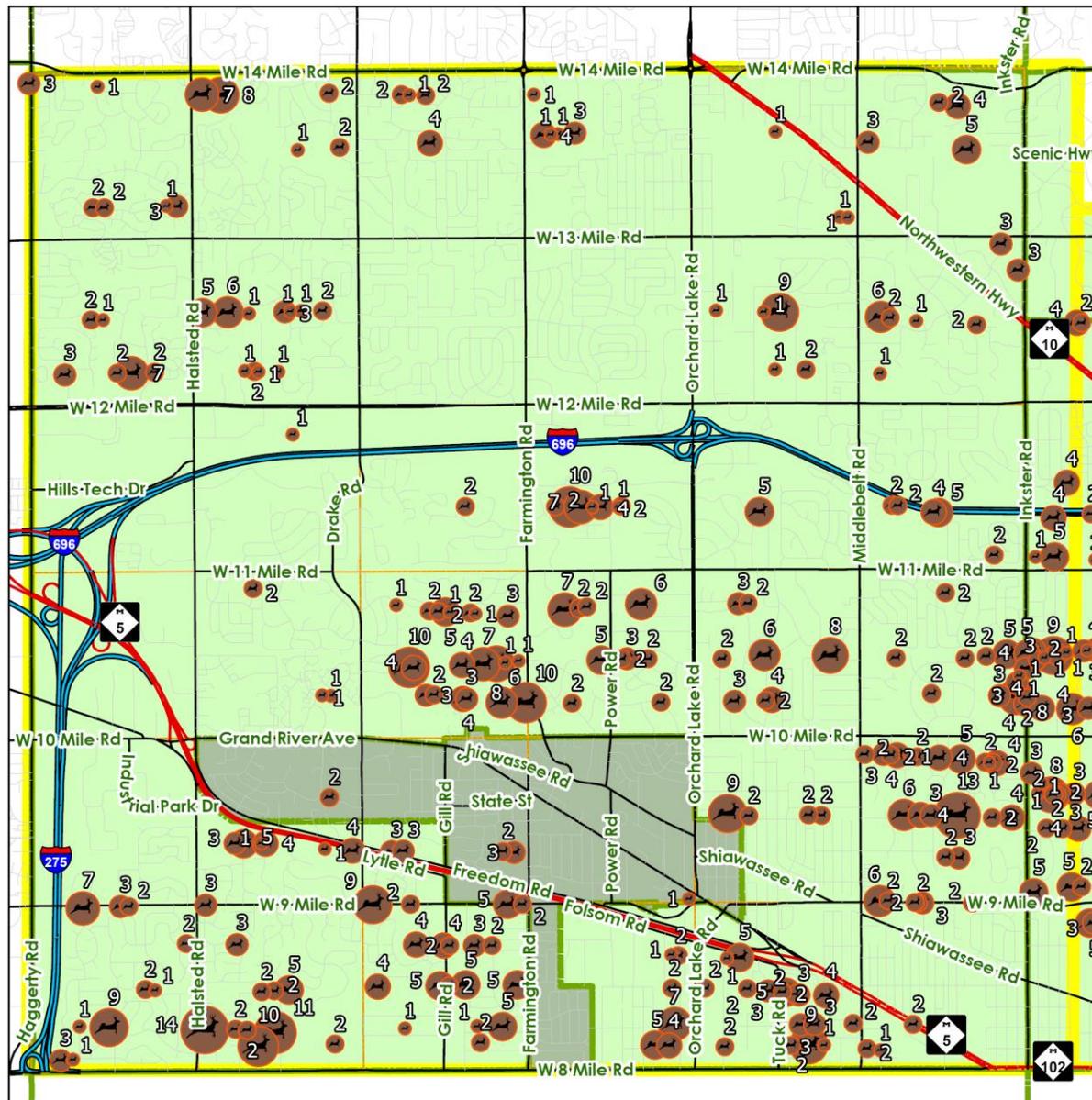
2020 – 98

2021 – 52 (as of 7/21/21)

ANNUAL AERIAL DEER SURVEY

Farmington Hills and Farmington Area:

March 4, 2016:	304 deer
March 15, 2017:	425 deer
February 12, 2018:	602 deer
March 1, 2019:	370 deer
2020:	No Aerial Deer Survey
February 12, 2021:	729 deer



Urban Deer Survey

City of Farmington Hills

Aerial Survey-February 2021



SOURCES: City of Farmington Hills, 2021
 Department of Special Services, 2021
 Deer Survey Conducted: 2/12/2021

Deer count* **13**



Survey area
 Sections
 Interstates
 State
 Major roads
 Municipal boundaries
 Farmington City

*Symbol sized proportional to number of deer sighted

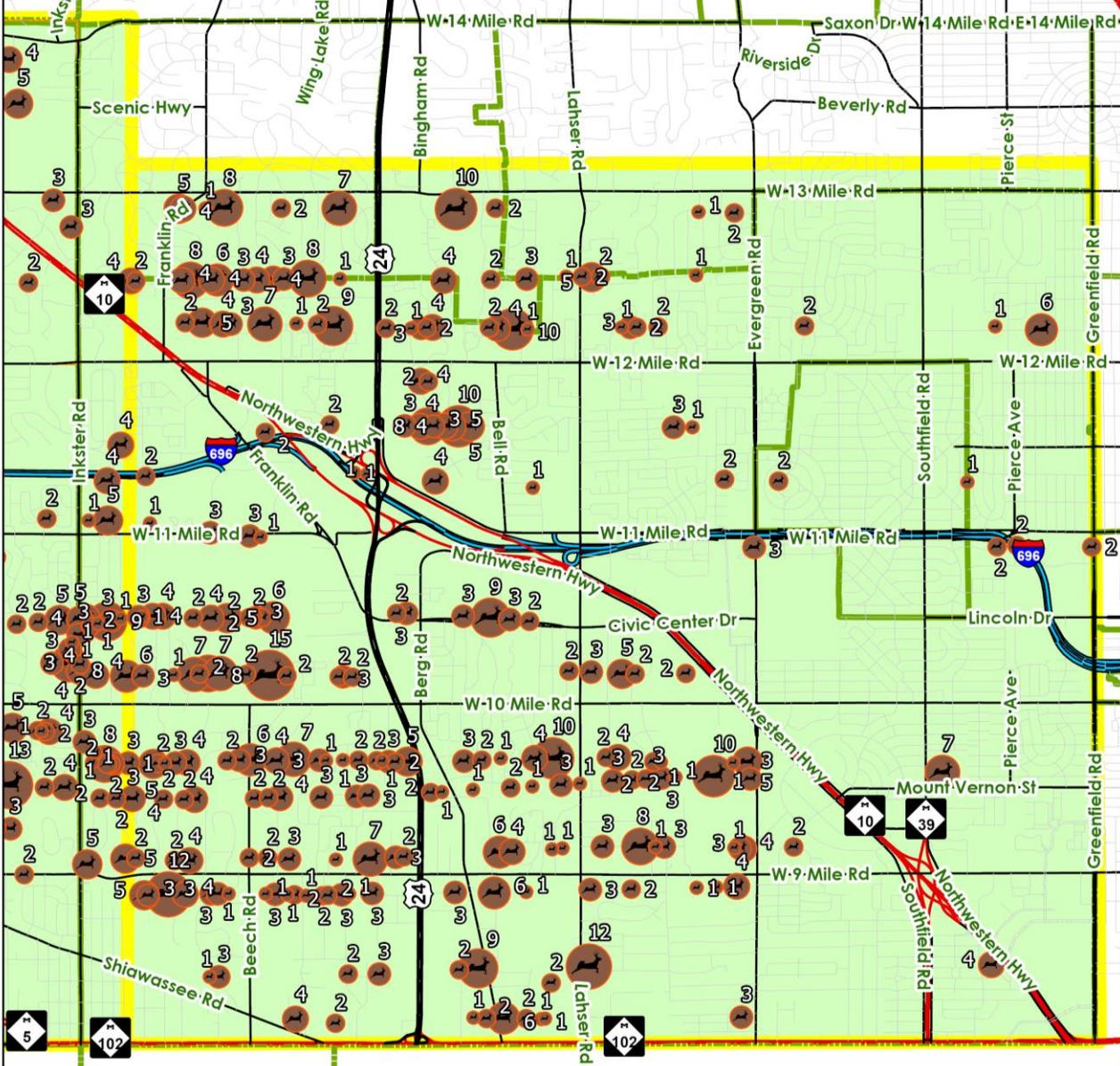



FARMINGTON HILLS
Michigan

COMMUNICATE WITH NEIGHBORING COMMUNITIES

- Met with representatives from Michigan DNR, Novi, Southfield, and others in 2017 to discuss the idea of a regional deer management plan
- Communicated with other city leaders on the impacts of deer in their community
- Collaborated with Southfield on performing aerial deer counts in 2018, 2019, 2021

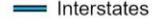
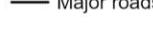
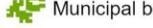
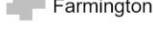
SOUTHFIELD 2021
AERIAL DEER SURVEY
=869 DEER



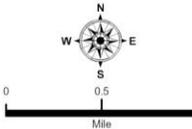
Urban Deer Survey
City of Southfield
Aerial Survey-February 2021

SOURCES: City of Farmington Hills, 2021
Department of Special Services, 2021
Deer Survey Conducted: 2/12/2021

Deer count*  13

-  Survey area
-  Interstates
-  State
-  Major roads
-  Sections
-  Municipal boundaries
-  Farmington City

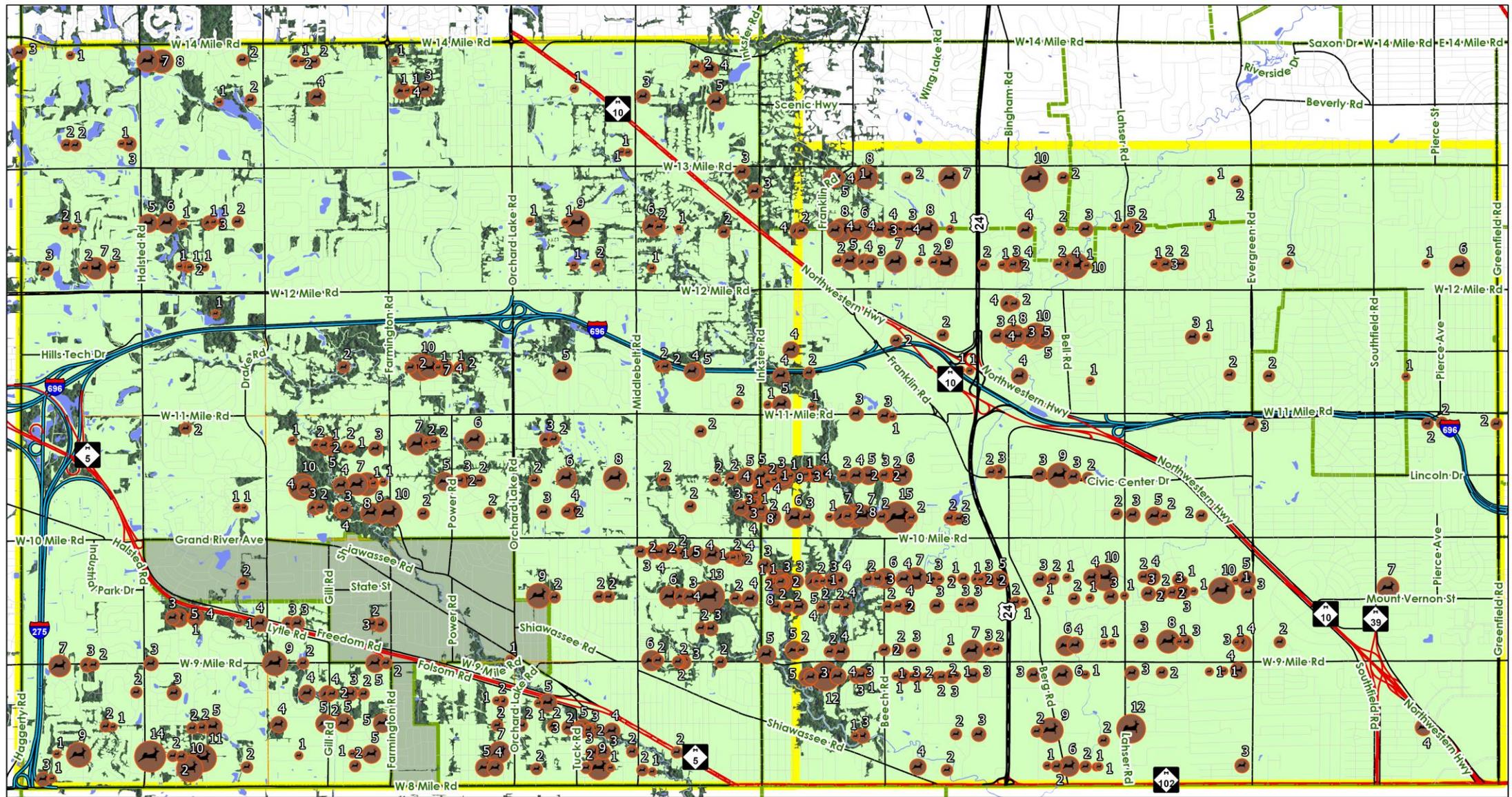
*Symbol sized proportional to number of deer sighted



0 0.5 1
Mile



**COMBINED 2021 FARMINGTON HILLS AND
SOUTHFIELD AERIAL DEER SURVEY
RESULTS
=1,598 DEER**

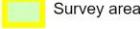
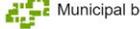
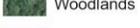


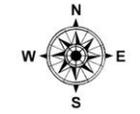
Urban Deer Survey

Cities of Farmington Hills & Southfield
Aerial Survey-February 2021

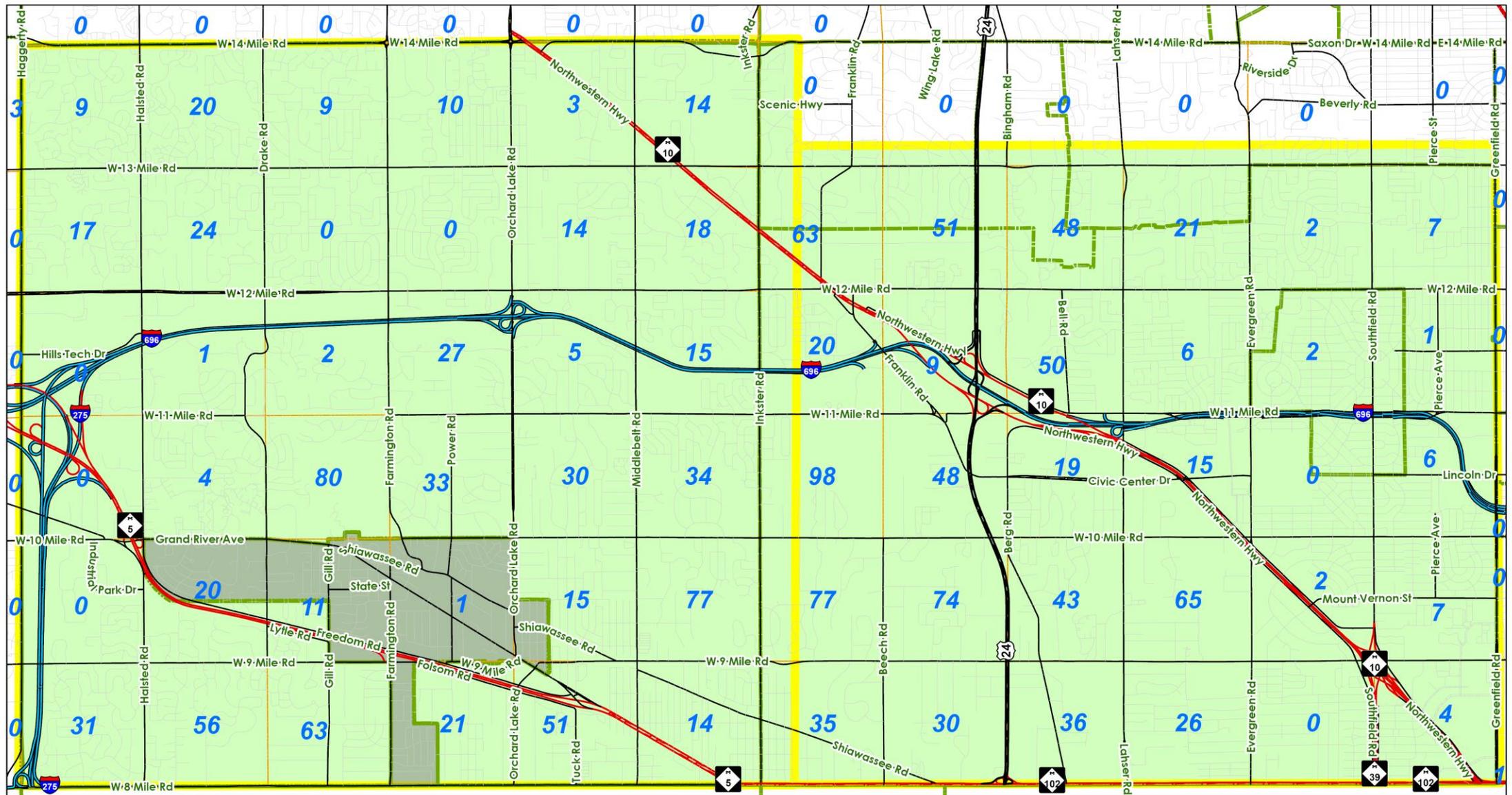


SOURCES: City of Farmington Hills, 2021
Department of Special Services, 2021
Deer Survey Conducted: 2/12/2021

Deer count* 	 Survey area	 Sections
<small>*Symbol sized proportional to number of deer sighted</small>	 Interstates	 Municipal boundaries
	 State	 Farmington City
	 Major roads	 Woodlands
		 Waterbodies and rivers



DEER PER SQUARE MILE?

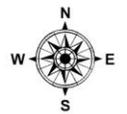


Urban Deer Survey

Cities of Farmington Hills & Southfield
Aerial Survey-February 2021



SOURCES: City of Farmington Hills, 2021
Department of Special Services, 2021
Deer Survey Conducted: 2/12/2021



CONCLUSION

- The deer population is growing
- The highest deer population is found in wooded areas and river corridors
- The deer population is a local and regional concern
- Data collection will continue
- What is the plan of action?

ACTION PLAN

The Michigan Deer Management Plan enacted by the MDNR stipulates:

“This plan does not outline operational details of deer management in Michigan. Operational details will be specified at regional levels within an adaptive-management framework in which specific management methods are routinely adjusted and updated as local conditions, technology, regulations, and other aspects of management change.”

ACTION PLAN

1. Adopt a Resolution pursuing a regional approach to urban deer in Oakland County
2. Work with the MDNR, Oakland County and regional communities on an effective regional deer management plan
3. Identify solutions and available funding to implement a successful deer management plan for Oakland County

PROPOSED RESOLUTION

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

RESOLUTION SEEKING THE ESTABLISHMENT OF A
REGIONAL URBAN DEER MANAGEMENT PLAN FOR
OAKLAND COUNTY

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**RESOLUTION SEEKING THE ESTABLISHMENT OF A REGIONAL URBAN DEER
MANAGEMENT PLAN FOR OAKLAND COUNTY**

RESOLUTION NO. _____

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held in the Farmington Hills City Hall on the ____ day of _____, 2021 at 7:30 p.m., with those present and absent being,

PRESENT: _____,

ABSENT: _____,

the following preamble and resolution were offered by _____ and supported by _____.

PREAMBLE:

WHEREAS, the City of Farmington Hills is located in Oakland County, Michigan and encompasses 34 square miles of hills, waterways and natural corridors that support diverse wildlife, and

WHEREAS, the Natural Resources Commission is responsible for Michigan Department of Natural Resources (MDNR) policy which influences department priorities, methods of operation, and the manner in which programs relate to the citizens of the State of Michigan, and

WHEREAS, the MDNR has indicated a healthy deer population is characterized by 20 deer or less per square mile, and

WHEREAS, based on aerial counts conducted by the City, it is believed that the City of Farmington Hills has concentrated deer populations of up to 80 deer per square mile, and

WHEREAS, communities with an overpopulated urban deer population can have negative effects including excessive deer/vehicle crashes, property destruction, and personal and pet health and safety related concerns, and

WHEREAS, according to the Michigan Office of Highway Safety Planning, Oakland County has consistently led the State of Michigan in the number of car/deer crashes totaling roughly 2,000 per year, and

WHEREAS, considering the fact that urban deer constantly traverse jurisdictional boundaries between communities throughout Oakland County, urban deer populations are an ongoing regional issue in Oakland County rather than a local one, and

AGENDA
CITY COUNCIL MEETING
JULY 26, 2021 – 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>

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

STUDY SESSION (5:15 P.M. Community Room/City Council Chambers – See Separate Agenda)

REGULAR SESSION MEETING

CALL REGULAR SESSION MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. Approval of Regular Session Meeting Agenda

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 7 – 13)

All items listed under Consent Agenda are considered routine 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:

2. Public hearing and consideration of adoption of a resolution approving the Brownfield Plan for Rose Senior Living located at 29000 West Eleven Mile Road. [CMR 7-21-72](#)

NEW BUSINESS:

3. Consideration of approval of the INTRODUCTION of an ordinance to amend the Farmington Hills Code of Ordinance, Chapter 8, “Business Licensing” Article I, “[Licenses](#),” to revise and update provisions throughout the Article.
4. Consideration of approval of the INTRODUCTION of an ordinance to amend the Farmington Hills Code of Ordinances, Chapter 8, “Business Licensing” by adding Article II, “[Smoking Lounges](#),” to license and regulate smoking lounges in the City in the interest of the public health, safety and welfare.
5. Consideration of approval of the INTRODUCTION of an ordinance to amend the Farmington Hills Code of Ordinances, Chapter 8, “Business Licensing” by adding Article III, “[Miniature Golf Courses, Go-Kart Tracks, and Arcades](#),” to license and regulate miniature golf courses, go-kart tracks, and arcades in the City in the interest of the public health, safety, and welfare.

6. Consideration of adoption of a resolution regarding a Charter Amendment for a [Public Safety Millage](#) to be placed on the November 2, 2021 ballot.

CONSENT AGENDA:

7. Recommended approval of the Evergreen-Farmington Sanitary Drain Drainage District Chapter 20 Section 471 Agreement. [CMR 7-21-73](#)
8. Recommended approval of a cost participation agreement with the Road Commission for Oakland County for the resurfacing of 12 Mile Road, Farmington Road to Orchard Lake Road. [CMR 7-21-74](#)
9. Recommended approval of award of bid for the Heritage Park Bridge Replacement to L.J. Construction, Inc. in the amount of \$339,017. [CMR 7-21-75](#)
10. Recommended approval of purchase of body armor and related equipment with Allie Bros. Uniforms representing GH Armor Systems in an amount not to exceed \$73,000, with possible extensions. [CMR 7-21-76](#)
11. Recommended approval of authorization of payment for carpeting and floor work on the 3rd floor of The Hawk to Beckwith Floors in the amount of \$13,965. [CMR 7-21-77](#)
12. Recommended approval of the City Council [study session meeting minutes](#) of July 12, 2021.
13. Recommended approval of the City Council [regular session meeting minutes](#) of July 12, 2021.

ADDITIONS TO AGENDA

CLOSED SESSION:

14. Consideration of approval to enter into a closed session to discuss an employee requested review (Note: Council will return to open session immediately following the closed session to take action if needed and to close the meeting).

ADJOURNMENT

Respectfully submitted,

Pamela B. Smith, City Clerk

Reviewed by:

Gary Mekjian, City Manager

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).

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.

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL
JULY 26, 2021**

**SUBJECT: CONSIDERATION OF BROWNFIELD PLAN FOR ROSE SENIOR LIVING
LOCATED AT 29000 WEST ELEVEN MILE ROAD**

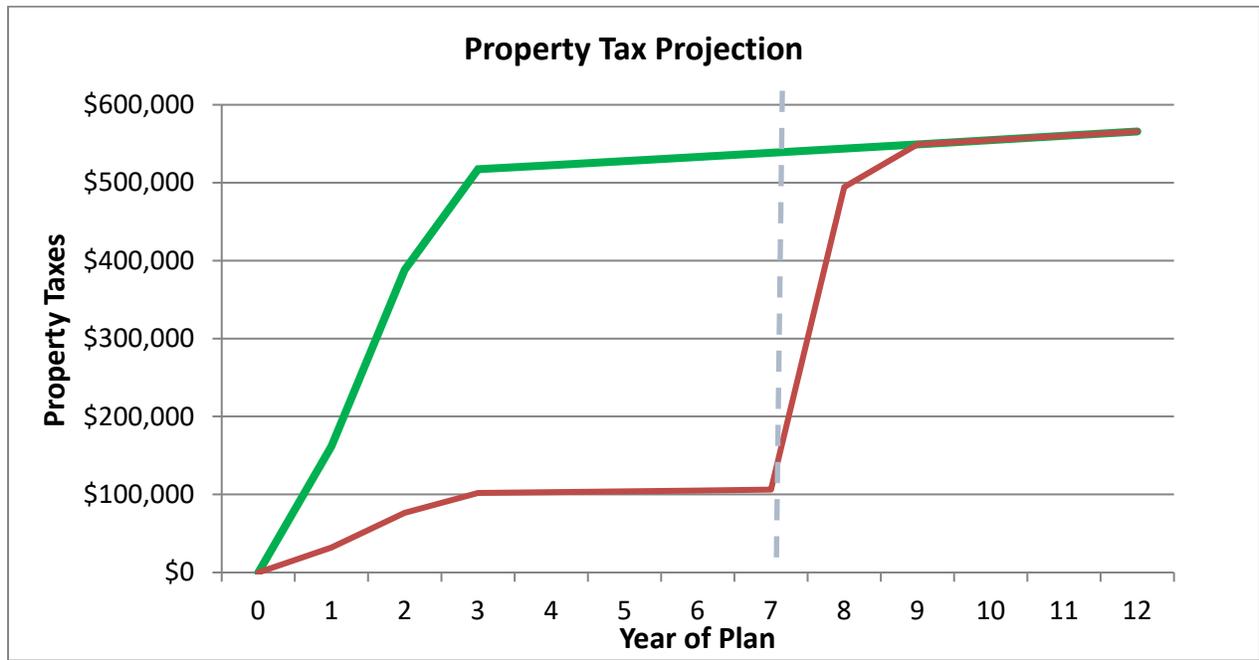
ADMINISTRATIVE SUMMARY

- The City of Farmington Hills Brownfield Redevelopment Authority reviewed a Brownfield Plan request for Rose Senior Living Facility located at 29000 W 11 Mile Road on June 10, 2021. The Authority approved the Plan subsequent to administration and approval through the Chair and recommended Farmington Hills City Council schedule a Public Hearing for consideration of the Plan. Administrative review and Chair approval occurred on July 8, 2021.
- Rose Senior Living Farmington Hills, on the former campus of the Sisters of Mercy convent will consist of a new 305,000 square foot senior living building, including 117 independent-living and 90 assisted-living apartments.
- The existing Catherine’s Place building will be remodeled to accommodate 27 memory care apartments. The existing 500-seat copper-roofed large chapel, adjacent to the City of Farmington Hills’ Costick Center, will remain attached to the Costick Center and will be available for exclusive use by the City of Farmington Hills.
- Rose Senior Living Farmington Hills represents a private investment of approximately \$40 million into the redevelopment of this property.
- Upon completion, Rose Senior Living Farmington Hills will provide approximately 60 full-time equivalent (FTE) jobs, including Registered Nurses (RNs), Licensed practical nurses (LPNs), housekeeping, chefs, bus drivers, and maintenance staff, among others.
- Eligible activities identified in the Brownfield Plan and requested for reimbursement include the following estimates:

ELIGIBLE ACTIVITIES COST SUMMARY			
Predevelopment Activities			\$ 123,616
Due Care Compliance Activities			\$ 218,147
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES			\$ 341,763
Demolition			\$ 1,403,103
Lead and Asbestos Activities			\$ 506,460
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES			\$ 1,909,563
Total Environmental and Non-Environmental Eligible Activities			\$ 2,251,326
15% Contingency on Eligible Activities			\$ 319,157
Brownfield Plan & Act 381 WP Preparation & Implementation			\$ 40,000
Total Eligible Activities Cost with 15% Contingency			\$ 2,610,483
BRA Administration Fee			\$ 531,879
Local Brownfield Revolving Fund (LBRF)			\$ 2,177,653
Total Eligible Costs for Reimbursement			\$ 5,320,015

- There is a 15% contingency for unanticipated site conditions excluding Pre-Approved Activities and preparation of the Brownfield Plan. Tax increment revenue reimbursement will be based on the actual cost of the associated Eligible Activities as reviewed and approved by the Farmington Hills Brownfield Redevelopment Authority per the Reimbursement Agreement.
- The BRA Administrative Fee and LBRF is reimbursable to the City’s Brownfield Redevelopment Authority, not the developer.

- It is assumed that the redevelopment will reach full valuation by 2024 and an inflation rate of 1% was applied to the out-years. Average annual reimbursement to the developer is \$326,158.
- The Brownfield Plan for 29000 West Eleven Mile Road is a local-only Brownfield Plan and is not seeking tax reimbursement from the State of Michigan for the State Education Tax or School Tax. At full valuation, this property will generate over \$350,000 for the schools annually.



The green line is effective taxes without Brownfield TIF. The Redline is effective taxes with Brownfield TIF. Subsequently, the area between the red and the green lines represents the Tax Increment Revenue for developer reimbursement. The Developer is reimbursed in year 7, where the significant increase in taxable value on the site is realized by the City of Farmington Hills and external taxing jurisdictions.

- Notice of the Public Hearing was sent to all taxing jurisdictions and posted July 15 in the local newspaper pursuant to the legal requirements of Act 381

ATTACHMENTS

1. Resolution
2. Brownfield Plan – July 8, 2021
3. Brownfield Application
4. Brownfield Redevelopment Authority Memorandum
5. Draft Brownfield Redevelopment Authority Meeting Minutes – June 10, 2021
6. Public Hearing Notice

RECOMMENDATION

It is recommended that Farmington Hills City Council hold a Public Hearing and consider the attached resolution approving the Brownfield Plan for Rose Senior Living located at 29000 W Eleven Mile Road.

Prepared by: Samantha Seimer, AKT Peerless

Approved by: Gary Mekjian, City Manager

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**RESOLUTION APPROVING A BROWNFIELD PLAN
FOR 29000 WEST ELEVEN MILE ROAD, FARMINGTON HILLS, MICHIGAN PURSUANT
TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

RESOLUTION NO. R - ____ -21

At a regular meeting of the Farmington Hills City Council held on the 26th day of July 2021, at 7:30 PM.

PRESENT:

ABSENT:

The following resolution was offered by Councilmember _____ and supported by councilmember _____:

WHEREAS, the Brownfield Redevelopment Authority (the “Authority”) of the City of Farmington Hills, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the “Act”), has received and recommended for approval by the Farmington Hills City Council, a Brownfield Plan (the “Plan”) pursuant to and in accordance with Section 13 of the Act; and

WHEREAS, the Authority has, at least ten (10) days before the meeting of the Farmington Hills city Council at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions (the “Taxing Jurisdictions”) which are affected by the Plan about the fiscal and economic implications of the proposed Plan, and the Farmington Hills City Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan and in accordance with Sections 13(13) and 14(1) of the Act; and

WHEREAS, the Farmington Hills City Council has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of its review of the Plan and upon consideration of the views and recommendations of the Taxing Jurisdictions, the Farmington Hills City Council desires to proceed with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

Testing Engineers & Consultants, Inc.

ACT 381 BROWNFIELD PLAN



**ROSE SENIOR LIVING FARMINGTON HILLS
29000 W 11 MILE RD
FARMINGTON HILLS, OAKLAND COUNTY, MI 48336**

**CITY OF FARMINGTON HILLS
BROWNFIELD REDEVELOPMENT AUTHORITY**

July 6, 2021

Prepared by:

**MR. DONALD C. KAYLOR, PG (IN, TN), EP
TESTING ENGINEERS & CONSULTANTS, INC.
1343 ROCHESTER RD, TROY, MI 48083-6015
PO BOX 249, TROY, MI 48099-0249
(248) 588-6200
www.testingengineers.com**

TEC Report 61498-01

Approved by the Brownfield Redevelopment Authority on June 10, 2021

Approved by the governing body of the local jurisdiction on [date approved]





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1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Rose Senior Living Farmington Hills, on the former campus of the Sisters of Mercy convent (Sisters of Mercy Campus - the “Eligible Property”), will consist of a new 305,000 square foot senior living building, including 117 independent-living and 90 assisted-living apartments. Rose Senior Living’s new building will include numerous resident amenities such as a common restaurant, theater, café, pub, spa, outdoor rooftop patio, and an exercise facility. The location of the Eligible Property is shown on Figure 1, and details are shown on Figure 2.

In addition, the existing Catherine’s Place building will be remodeled to accommodate 27 memory care apartments. The existing 500-seat copper-roofed large chapel, adjacent to the City of Farmington Hills’ Costick Center, will remain attached to the Costick Center and will be available for exclusive use by the City.

The remaining buildings on site, constructed in the 1960s and formerly used as a convent, dorm rooms, and classrooms are functionally obsolete and will be demolished to accommodate the new Senior Living building. Please see the attached preliminary demolition plan from the August 2020 City Council site plan presentation for a more specific illustration of buildings, utilities, and parking lots to be removed.

Upon completion, Rose Senior Living Farmington Hills will provide approximately 60 full-time equivalent (FTE) jobs, including Registered Nurses (RNs), Licensed practical nurses (LPNs), housekeeping, chefs, bus drivers, and maintenance staff, among others.

Rose Senior Living Farmington Hills represents a private investment of approximately \$40 million into the redevelopment of this property.

Eligible activities, including remediation and demolition, are scheduled to be complete within nine (9) months of execution of the PUD and Brownfield reimbursement agreements. The new Rose Senior Living building is scheduled to be complete and begin occupancy eighteen (18) months after completion of demolition. Renovation of Catherine’s Place, to accommodate memory care residents, will be complete six (6) months after completion of the Senior Living building. The total project schedule, from the start of demolition to completion of the final phase, is approximately three (3) years.

1.2 Eligible Property Information

1.2.1 General Information

Testing Engineers & Consultants, Inc. (TEC) has prepared this plan for the Eligible Property known as: Sisters of Mercy Campus. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the “Eligible Property.”

The Eligible Property is divided into three portions of the larger Sisters of Mercy parent parcel; there is a northern and southern portion, which are not contiguous, and the balance of the parcel consists of the Conservation Easement, as presented on Figure 2. The Sisters of Mercy Campus buildings, parking and drive areas, and landscaped areas occupy the Eligible



Property. The Eligible Property is currently used for residential purposes for sisters of the Sisters of Mercy.

1.2.2 Basis of Eligibility

The Property is considered an Eligible Property under Act 381 because it is blighted by soil and groundwater contamination and the presence of asbestos building materials, and is functionally obsolete. In addition, geotechnically-unacceptable loose and soft soil were identified at the Eligible Property.

The Phase I ESA identified structures currently at the Eligible Property as follows:

Portion	Basis of Eligibility	Building	Square Feet	Built	Use
Northern	Contaminated Asbestos Functionally Obsolete	Catherine's Place	47,380	1983	Nursing Home
		Chapel	10,885	1965	Worship
		Mercy Center (D wing)	23,891	1965	Assisted living
		Mercy Court		1965	Retreat rooms & sister's apartments
		McAuley Center	32,383	1965	Independent & assisted living
		Physical Plant	12,250	1965	Maintenance
Southern	Asbestos Functionally Obsolete	Provincialate	19,335	1965	Offices & residences

1.2.2.1 Contamination

A Phase I ESA has been completed. A Phase II ESA has been completed. Meetings with the City and contractors were required to communicate results, assess impact on project, and provide assistance with planning. Phase I ESA Status: complete. Phase II ESA Status: complete.

A Phase I ESA 'update' is being prepared because the report is no longer "presumed valid" due to its age. Updated Phase I ESA Status: in progress.

A Phase I Environmental Site Assessment (ESA) was prepared for the Eligible Property in January 2020. The Eligible Property consisted of cleared land used for agricultural purposes since at least 1937 through the 1950s. Starting in the 1960s, it was developed with many of the existing structures.

The buildings are generally constructed of concrete block and brick with a metal truss roof decks on a concrete slab on grade; the chapel has a wood truss roof. Concrete tunnels associated with a former steam pipe system and current electrical conduits are present beneath portions of the Subject Property. Municipal water services are provided at the Subject Property, along with natural gas and electricity provided by the local public utilities.

The Phase I ESA identified following recognized environmental conditions (RECs):

- Three underground storage tanks (USTs) containing diesel fuel and gasoline were installed to the northeast of the Physical Plant in 1966 and another heating oil UST was installed along the south side of the Physical Plant in 1967. Historical information indicates that the four USTs were removed in 1989 with little or no closure documentation regarding potential releases. The lack of closure documentation associated with 23 years of usage was considered an REC.
- An out-of-service, non-functional hydraulic vehicle hoist was located in the northern portion of the Physical Plant. The reason for the hoist's inoperable condition was not



known; however, failure of the hoist’s in-ground fluid line is a common cause of such a condition; the hydraulic vehicle hoist was considered an REC.

A Phase II ESA was conducted in February 2020. Seven soil borings were advanced on the northern portion of the Eligible Property to a maximum depth of approximately 16 feet below ground surface (bgs). Seven soil samples and one groundwater sample were retained for laboratory analysis to evaluate the identified RECs. The samples were analyzed for gasoline volatile organic compounds (GVOCs) and polynuclear aromatics (PNAs), and the results were compared to State of Michigan cleanup criteria and screening levels (collectively, the “criteria”). See Figure 3 for the locations of soil borings and contaminant exceedances.

The Phase II ESA report indicated the following:

- Several GVOCs were detected at concentrations above the laboratory method detection limits (MDLs) and residential and nonresidential criteria in one of the seven soil samples submitted for analysis. Four of the GVOCs were detected above the media-specific volatilization to indoor air recommended interim action screening levels (RIASLs) for the soil volatilization to indoor air pathway (VIAP), also known as vapor intrusion (VI), associated with residential and nonresidential land.
- Two PNAs were detected at concentrations above the laboratory MDLs in one of the seven soil samples submitted for analysis. One of the PNAs was detected at a concentration above residential and nonresidential criteria.
- Several GVOCs were detected at concentrations above the MDL and residential and nonresidential criteria in the one groundwater sample submitted for analysis. Six of the GVOCs were detected above the RIASLs for VIAP associated with residential and/or nonresidential land use.
- Two PNAs were detected at concentrations above the MDLs and residential and/or nonresidential criteria in the one groundwater sample submitted for analysis.

The Phase II ESA concluded the following:

- Based on the results and the evaluation of the laboratory data collected during the Phase II ESA, the Eligible Property would be considered a “Facility” as defined in Part 201 and/or a “Property” as defined in Part 213 of Public Act 451 of 1994, as amended.

Part 201 defines a "Facility" as “any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located.” Part 213 defines a “Property” as “real estate that is contaminated by a release from an underground storage tank system.”

The following table presents soil exceedances (µg/kg = micrograms per kilogram):

Soil sample (depth in feet)	Analyte	Result (µg/kg)	Criteria exceeded
SB-4 (5-6)	Ethylbenzene	1,600	DWP, GSIP, RIASL
SB-4 (5-6)	n-Propylbenzene	5,160	DWP
SB-4 (5-6)	1,2,3-Trimethylbenzene	8,150	RIASL
SB-4 (5-6)	1,2,4-Trimethylbenzene	2,610	DWP, GSIP, RIASL
SB-4 (5-6)	1,3,5-Trimethylbenzene	3,890	DWP, GSIP, RIASL
SB-4 (5-6)	Naphthalene	4,300	GSIP



Soil sample (depth in feet)	Analyte	Result (µg/kg)	Criteria exceeded
SB-4 (5-6)	2-Methylnaphthalene	8,100	GSIP
DWP = Drinking Water Protection (criterion). GSIP = Groundwater Surface Water Interface Protection (criterion). RIASLs = Volatilization to indoor air recommended interim action screening level.			

The following table presents groundwater exceedances (µg/L = micrograms per liter):

Groundwater Sample (screen depth in feet)	Analyte	Result (µg/L)	Criteria exceeded
GW-1 (5-10)	Benzene	3	RIASL
GW-1 (5-10)	Ethylbenzene	88	DW, GSI, RIASL
GW-1 (5-10)	Chloromethane	17	RIASL
GW-1 (5-10)	n-Propylbenzene	89	DW
GW-1 (5-10)	1,2,3-Trimethylbenzene	132	RIASL
GW-1 (5-10)	1,2,4-Trimethylbenzene	59	GSI, RIASL
GW-1 (5-10)	1,3,5-Trimethylbenzene	49	GSI, RIASL
GW-1 (5-10)	Naphthalene	91	GSI
GW-1 (5-10)	2-Methylnaphthalene	39	GSI
DW = Drinking Water (criterion). GSI = Groundwater Surface Water Interface (criterion). RIASLs = Volatilization to indoor air recommended interim action screening level.			

1.2.2.2 *Asbestos-Containing Materials*

A comprehensive survey for asbestos-containing materials (ACMs), lead paint, and other hazardous materials was conducted in early 2020. Significant quantities of ACMs were identified in each building, and abatement will be necessary prior to renovation or demolition.

Forty-Two ACMs (>1% asbestos) have been positively identified as follows (sf = square feet).

Old Chapel

- Window Glaze (Grey) - Old Chapel
- Sink undercoat (Grey) - Old Chapel
- Window caulk (Grey) - Old Chapel
- Window Glaze (Grey) - Old Chapel

Physical Plant

- Exterior caulk (Tan) - Physical Plant
- Window Glazing - Physical Plant

D-Wing

- Mastic (Black) - D-Wing
- Sink undercoating (Black) - D-Wing
- 9"x9" Floor tile with mastic (Grey with white) - D-Wing
- 12"x12" Floor tile (Peach with white specks) and adhesive - D-Wing
- Leveling compound (White) - D-Wing
- 12"x12" Floor tile (White with Tan) and adhesive- D-Wing
- Floor tile (Grey with white) with mastic - D-Wing

Residential Wing

- 12"x12" Floor tile with glue (beige with white specks) - Residential wing
- Carpet glue and mastic (black/green) - Residential wing
- Leveling compound (Grey) - Residential Wing



McCauley Center

- 12" x 12" Floor tile with mastic (Tan with white streaks)
- Caulk (White)
- Faux Cement Wall
- 12" x 12" Multi-Layer Floor tile with mastic (Tan with brown specks)
- 12" x 12" Floor tile with mastic (Brown/Tan)
- Sink Undercoat (White)
- 9" x 9" Floor tile with mastic (Tan)

Mercy Court

- 9" x 9" Floor tile with mastic (Gray)
- Linoleum Floor Sheeting (Tan Brick Pattern)
- 9" x 9" Floor tile with mastic (Tan)
- 9" x 9" Floor tile with mastic (Gray with white streaks)
- Window Frame Caulk (Brown)
- 9" x 9" Floor tile with mastic (Tan)
- Sink Undercoat (Black)

Administration Building

- 9" x 9" Floor tile with mastic (Light Gray with white streaks)
- 9" x 9" Floor tile with mastic (White with brown streaks)
- 9" x 9" Floor tile with mastic (Gray/white)
- 12" x 12" Floor tile (Taupe with white)
- Floor Sheeting (Tan)
- 9" x 9" Floor tile with mastic (Gray with white splotches)
- Sink Undercoat (Black)
- 12" x 12" Multi-Layer Floor tile with mastic (Tan)
- Sink Undercoat (Black)

Thermal system insulation throughout all eight buildings

- Pipe joint insulation (hot water heat/chilled supply)
- Pipe joint insulation (domestic hot supply)

The following materials were not sampled and were assumed to be ACM:

- Fire Rated Doors
 - Mercy Court - 3
 - D -Wing - 11
 - Residential Wing - 95
 - McCauley Center - 52
 - Physical Plant -1
 - Administration Building - 11
 - Old Chapel - 0
 - Catherine's Place - 4
- Roofing Materials



- Fire Hose - 1 (Physical Plant)
- Fire Blanket - 1 (Physical Plant)
- Marble Threshold - 2 (Residential Wing)
- 1" x 1" Ceramic WT with mortar (White) (Residential Wing in Bathrooms) 130 sf
- 2" x 2" Ceramic WT with mortar (Brown) (Residential Wing in Bathrooms) 300 sf
- 12" x 12" Ceramic Floor tile with mortar (White Stone Pattern) (Residential Wing in Bathrooms) 180 sf
- 1" x 1" Ceramic Floor tile with mortar (Brown Multi Color) (Residential Wing in Bathrooms) 60 sf
- 3" x 3" Ceramic Floor tile with mortar (Brown) (Residential Wing in Bathrooms) 180 sf
- 2" x 2" Ceramic Floor tile with mortar (Stone Pattern) (Residential Wing in Bathrooms) 30 sf
- Wood Floor (Residential Wing in Bathrooms) 900 sf
- 12" x 12" Wall tile with mortar (Beige) (Residential Wing in Bathrooms) 120 sf
- 0.5" x 0.5" Ceramic Insert (Green Multi Color) (Residential Wing) 6 sf

1.2.2.3 Functionally Obsolete

The City Assessor, Mr. Matthew Dingman, has determined that the Eligible Property is Functionally Obsolete, and has provided a determination letter to the Developer (see Attachment E). Determination of Functional Obsolescence: complete.

1.2.3 Location

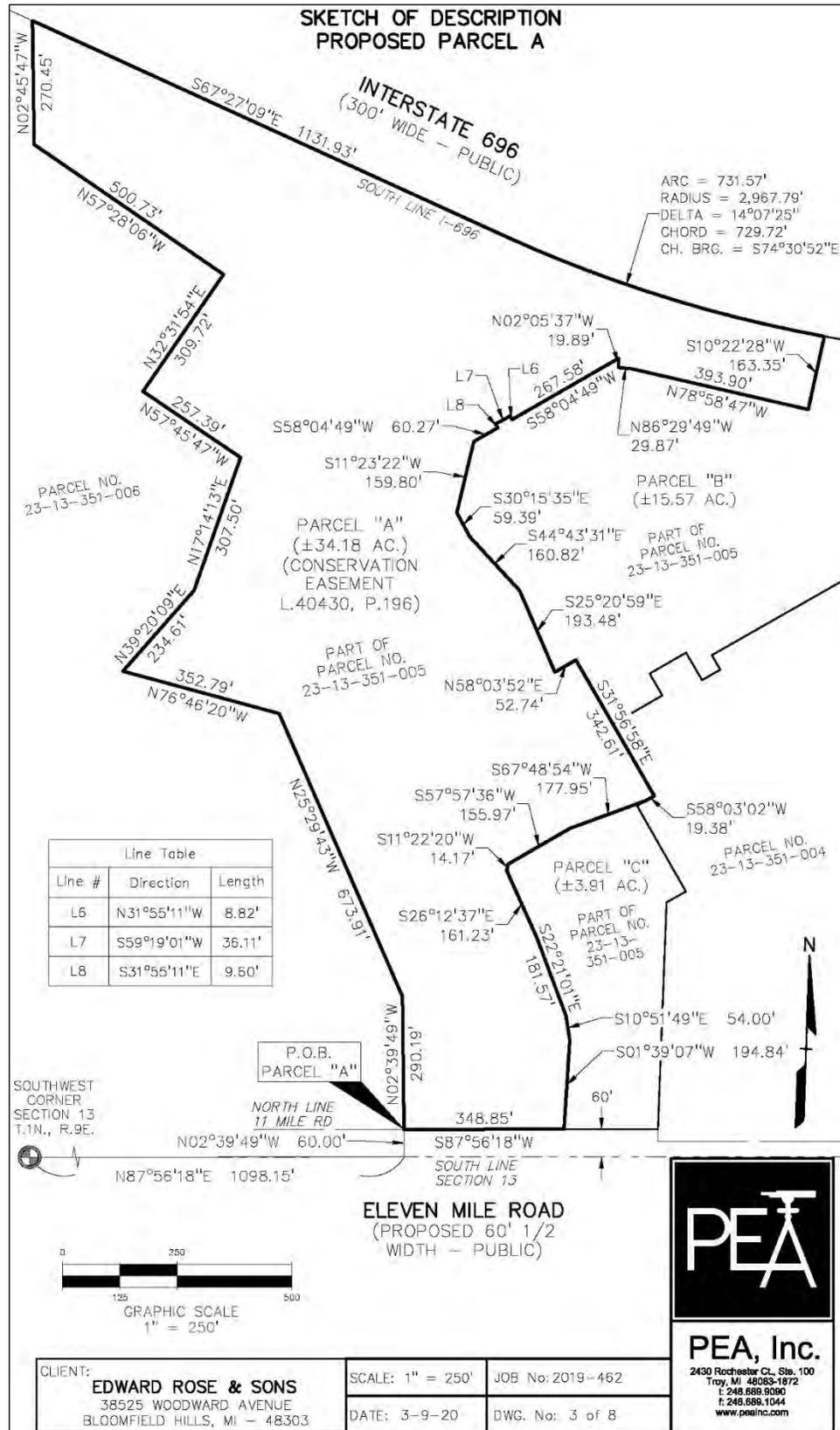
The Eligible Property, known as the Sisters of Mercy Campus, is located at 29000 West 11 Mile Road in the City of Farmington Hills, Oakland County, Michigan. The Eligible Property is comprised of two portions of the larger Sisters of Mercy parent property, parcel ID 22-23-13-351-005.

The Eligible Property's parent parcel is located is generally bounded by the Walter P. Reuther (I-696) Freeway to the north, the City-owned Costick Center and residential properties to the east, West 11 Mile Road to the south, and Mercy High School to the west. An ALTA survey reflecting the entire Sisters of Mercy parcel is attached. Also attached are legal descriptions of the proposed property reflects parcel splits necessary from the City to transfer ownership of Parcel A (conservation easement areas) to Mercy High School, Parcel B (parcel of proposed Rose Senior Living development) to Rose Senior Living affiliated company, and Parcel C (future age restricted development) to a developer being considered by the City of Farmington Hills, through their request for proposal process.



1.2.4 Legal Description

The Eligible Property consists of parcels A, B, and C on the following exhibits:





The Legal Description for the Eligible Property is as follows:

LEGAL DESCRIPTION

(Per First American Title Insurance Company, Commitment No. NCS-963283-MICH, Dated October 25, 2019, Revision No. 1)

Land in the City of Farmington Hills, Oakland County, Michigan, described as follows:

Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and being more particularly described as follows:

Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East described as Beginning at a point distant N87°56'18"E 1098.15 feet from Southwest section corner, thence N02°39'49"W 350.19 feet, thence N25°29'43"W 673.91 feet, thence N76°46'20"W 352.79 feet, thence N39°20'09"E 234.61 feet, thence N17°14'13"E 307.50 feet, thence N57°45'47"W 257.39 feet, thence N32°31'54"E 309.72 feet, thence N57°28'06"W 500.73 feet, thence N02°45'47"W 270.45 feet, thence S67°27'09"E 1131.93 feet, thence along a curve to the left, radius 2967.79 feet, chord bears S79°37'32"E 1251.59 feet, distance of 1261.06 feet, thence N88°13'06"E 72.12 feet, thence S02°45'55"E 381.29 feet, thence S87°14'05"W 392.71 feet, thence S58°15'36"W 525.37 feet, thence S32°06'07"E 36.58 feet, thence S57°57'32"W 45.82 feet, thence N32°04'00"W 69.55 feet, thence S58°03'02"W 91.58 feet, thence S31°56'58"E 55.26 feet, thence S58°03'02"W 124.47 feet, thence S31°56'58"E 181.41 feet, thence S58°03'02"W 43.61 feet, thence S31°40'42"E 215.11 feet, thence S58°19'02"W 48.41 feet, thence S00°10'36"W 555.55 feet, thence S87°56'18"W 550.64 feet to beginning.

1.3 Information Required by Section 15(15) of the Statute

Activities are eligible via either the Michigan Strategic Fund (MSF) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE); however, only local tax capture is being requested in this Brownfield Plan because of the administrative burden and costs associated with EGLE approvals required for school tax capture. The following criteria shall be considered to the extent reasonably applicable to the type of activities proposed when approving a work plan:

1.3.1 Individual Activities are Sufficient to Complete the Eligible Activity

1.3.1.1 Phase I Environmental Site Assessment (ESA) - EGLE Eligible

A Phase I ESA was completed to support the Brownfield Plan. The Phase I ESA provided historical information on known and suspected contamination. Attachment A presents the Brownfield Plan and Approving Resolution.

1.3.1.2 Environmental Investigations - EGLE Eligible

Environmental investigations activities (Phase II ESA: drilling, soil and groundwater sampling and analyses, and reporting) were conducted to support the Brownfield Plan and to provide information on hazards to prevent unacceptable exposures during demolition, future construction, and after final redevelopment.

1.3.1.3 Brownfield Plan & Brownfield Plan - EGLE Eligible

A Brownfield Plan and this Work Plan have been completed in accordance with Act 381. A Phase I ESA and hazardous materials survey were completed to support the Brownfield Plan. Phase II ESA activities (soil and groundwater sampling and analyses) have been completed to support the plans and to provide information on potential hazards to prevent unacceptable exposures during site work, allow for the assessment of the need for disposal of contaminated soil and groundwater, evaluation of due care responsibilities, etc.

1.3.1.4 Additional Response Activities - EGLE Eligible

It is currently anticipated that soil excavated during the demolition process will either be completely removed and disposed of at an appropriately licensed treatment, storage, and



disposal facility or properly and safely re-used on-site. Clean, imported fill will be required to return the Eligible Property to a safe and buildable state.

Due Care - EGLE Eligible

Due Care Activities include the investigations for characterization of environmental media, as well as documentation (e.g., Due Care Plan and/or Documentation of Due Care Compliance) of these activities. A Due Care Plan and/or Documentation of Due Care Compliance will be conducted for the Developer. This will be sufficient to alleviate the pre-existing brownfield conditions by allowing the Developer to safely operate the Eligible Property despite any contamination that may remain during and after redevelopment.

A BEA will be conducted for future non-labile owners or operators, including the Developer.

1.3.1.5 Site Preparation - MSF Eligible

Various activities to support demolition including temporary construction facilities, traffic control, temporary and final erosion control, temporary site control, utility cut and cap (for existing utilities servicing the Sisters of Mercy Campus building), land balancing, and grading. Eligible Activities include eligible soft costs directly related to the demolition activities that include design, engineering, and testing.

Demolition - MSF Eligible

Demolition of the existing building and utilities will allow for new future construction to the demanding modern standards of prospective commercial use. Demolition includes proper disposal of non-reusable or non-recyclable materials, including, paving, concrete, foundations, curbs, sidewalks, utilities, etc. Abatement of asbestos-containing materials will be required prior to and during demolition. Demolition will be sufficient to alleviate the pre-existing brownfield conditions.

Infrastructure Improvements - MSF Eligible

Not applicable.

Interest - MSF Eligible

Reimbursement for interest was rejected by the City therefore is excluded from the Plan.

Contingency - MSF Eligible

A 15% contingency on eligible activities not yet completed (as of preparation of this Work Plan).

Preparation of a Brownfield Plan - MSF Eligible

Reasonable cost for developing and preparing a Brownfield Plan.

1.3.2 Each Activity is Required to Complete the Eligible Activity

The principal Eligible Activities include: demolition and additional response activities (asbestos and other hazardous materials abatement).



Demolition of the existing building and utilities will allow for new future construction to the demanding modern standards of prospective commercial use. Demolition includes proper disposal of non-reusable or non-recyclable materials, including, paving, concrete, foundations, curbs, sidewalks, utilities, etc. Abatement of asbestos-containing materials will be required prior to and during demolition. Demolition will be sufficient to alleviate the pre-existing brownfield conditions.

The Eligible Property was suspected to be contaminated based on investigations. A Phase I ESA was necessary to investigate the Eligible Property for environmental concerns and a Phase II ESA-type investigation was necessary based on the results of the Phase I ESA. The Phase I ESA provided historical information on known and suspected contamination. The Phase II ESA-type investigation provided actual knowledge concerning the nature and extent of contamination. This data supports the preparation of the Brownfield Plan, provides information on hazards to prevent unacceptable exposures during construction and after redevelopment, and may be used to design the remediation exposure concerns.

Due Care Activities include the investigations for characterization of environmental media, as well as the possible removal and proper disposal of soil to mitigate unacceptable risks, as well as documentation (e.g., Section 7a Compliance Analysis) of these activities. A Section 7a Compliance Analysis (also known as a Due Care Plan) is being conducted for the City.

Various demolition related-activities are necessary to all redevelopment including staking, geotechnical engineering, construction access, construction facilities, traffic control, erosion control, temporary site control, land balancing, grading, utility cut and cap, and temporary erosion control. Eligible Activities include eligible soft costs directly related to the demolition activities that include design, engineering, and testing.

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 Description of Costs to be Paid for with Tax Increment Revenues

Tax increment revenues (TIR) will be used to reimburse the Developer for the cost of eligible activities as authorized by the Brownfield Redevelopment Financing Act (Act 381 of 1996, as amended). The eligible activities will be reimbursed with local TIR only, and a 100% capture is being requested.

The total cost of eligible activities is anticipated to be \$2,615,635 (including contingency). The estimated costs of all eligible activities under this plan are summarized in Table 1 (see section 2.14).

2.2 Summary of Eligible Activities

2.2.1 Costs Incurred or to be Incurred Prior to Brownfield Plan Approval

2.2.1.1 Environmental Site Assessment

Phase I and II ESAs have been completed to support the Brownfield Plan. The cost of these activities is estimated to be \$13,120.



2.2.1.2 Pre-Renovation/Demolition Surveys

Pre-renovation/demolition surveys have been completed to support the Brownfield Plan. Survey Status: complete (however, additional inaccessible materials may be discovered during renovation or demolition activities, and additional survey activities may be conducted). The cost of the completed activities is estimated to be \$37,284.

2.2.1.3 Geotechnical Investigation

A geotechnical investigation has been completed to support the Brownfield Plan. Status: complete. The cost of these activities was \$8,147.

2.2.1.4 Brownfield Plan

This Brownfield Plan has been completed in accordance with Act 381. The previous work was completed to support the Brownfield Plan, including to provide information on potential hazards to prevent unacceptable exposures during site work, allow for the assessment of the need for disposal of contaminated soil and groundwater and geotechnically-unacceptable soil/materials, evaluation of due care responsibilities, etc. Status: partially complete. Status: complete. The cost of these activities is estimated to be \$10,000.

2.2.2 Costs to be Incurred After Brownfield Plan Approval

2.2.2.1 Baseline Environmental Assessment

A Baseline Environmental Assessment (BEA) will be prepared for the Developer to provide certain available liability protections for existing contamination. Status: pending. The cost of these activities is estimated to be \$2,500.

2.2.2.2 Abatement

The Developer will incur costs associated with proper abatement and disposal of asbestos, lead, and other hazardous materials prior to demolition activities. Abatement of certain asbestos-containing building materials will be required to allow for the safe and legal demolition of the building. Abatement contractors have been required to submit a work plan that will provide their means and methods; containment, removal, and disposal will be in accordance with applicable laws and regulations.

Some paint has been assumed to contain lead, consistent with the Occupational Health and Safety Administration (OSHA) requirements. Other materials were positively identified to contain lead (i.e., "leaded components"), including stained glass window framing, stained glass window solder, and stone column caps. Lead-containing materials may be required (depending on means and methods) to be abated prior to safe and legal demolition based on currently unknown work practices to be used during that demolition. Abatement contractors have been required to submit a work plan that provides their means and methods; containment, removal, and disposal will be in accordance with applicable laws and regulations.

Status: pending. The cost of these activities is estimated to be \$506,460.

2.2.2.3 Renovation or Demolition

Renovation or demolition of existing buildings and site improvements will allow for redevelopment of the Eligible Property, including new construction to the demanding modern



standards for high-quality senior living and care. Demolition includes proper disposal of non-reusable or non-recyclable materials, including, paving, concrete, foundations, curbs, sidewalks, utilities, etc. Demolition will be sufficient to alleviate the pre-existing brownfield conditions. Status: pending. The cost of these activities is estimated to be \$1,403,103.

2.2.2.4 Due Care

Due Care Obligations will be assessed. The potential for worker exposure during re-development will be assessed. Post-redevelopment continuing obligations will be assessed. The management of soil to mitigate unacceptable risks, as well as documentation of these activities will be conducted. A Due Care Plan will be conducted for the Developer. Documentation of Due Care Compliance (DDCC) will be maintained going forward. Status: pending. The cost of these activities is estimated to be \$100,000.

2.2.2.5 Response Activities

Soil may be excavated during the redevelopment; the soil may be properly and safely re-used on-site, or off-site disposal at an appropriate licensed treatment, storage, and disposal facility may be necessary. Clean, imported fill may be required to return the Eligible Property to a safe and buildable state. Status: pending. The cost of these activities is estimated to be \$100,000.

2.2.2.6 Interest

Reimbursement for interest was rejected by the City therefore is excluded from the Plan.

2.2.2.7 Contingency

Reimbursement may be requested for unanticipated conditions. A contingency of 15% has been included on activities that have not been completed as of the preparation of this Brownfield Plan. The cost of these activities is estimated to be \$324,309.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value by year is presented in Attachment A. The Plan captures all available TIR, including TIR for real and personal property.

2.4 Method of Financing and Description of Advances Made by the Municipality

All eligible activities will be financed by the Developer. The Developer will be reimbursed for eligible costs as described in section 2.14 (Table 1) and outlined in Attachment A. Costs for Eligible Activities funded by the Developer will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the property. The estimated amount of TIR capture that will be used to reimburse the Developer is not to exceed \$2,615,635. No advances will be made by the Brownfield Redevelopment Authority for this project. All reimbursements authorized under this Plan shall be governed by a Reimbursement Agreement.



2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for eligible activities will be incurred by any local unit of government for this project.

2.6 Duration of Brownfield Plan

The estimated plan length based on the estimated costs of the eligible activities and estimated TIR captured is 8 years. The beginning year of capture is expected to be 2021.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

Taxes will be generated for taxing jurisdictions on local captured millages at the yearly assessed taxable value of the Ad Valorem parcel throughout the duration of this Plan. See Attachment A for the impact on the revenues of the taxing jurisdictions

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

Not applicable.

2.9 Estimates of Residents and Displacement of Individuals/Families

The remaining nuns (approximately 10-12) desiring to remain on the campus after development will live in the Catherine's Place building until the new building is fully constructed. Upon completion, the nuns will move to the new building, and then Catherine's Place will be redeveloped for memory care residents. No families or other individuals will be displaced because of this redevelopment.

2.10 Plan for Relocation of Displaced Persons

Not applicable. See section 2.9.

2.11 Provisions for Relocation Costs

Not applicable. See section 2.9.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable. See section 2.9.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

In accordance with Act 381, the Brownfield Redevelopment Authority, and the City Council as the Governing Body, may agree to amend this Plan to fund additional eligible activities.



2.14 Schedule and Costs

Table 1 presents estimated Eligible Activities costs that qualify for local reimbursement.

<i>Phase I ESA (completed)</i>	\$ 2,100		2020
<i>Phase I ESA update (completed)</i>	\$ 2,100		2021
<i>Phase II ESA (completed)</i>	\$ 8,920		2020
<i>Geotechnical Investigation (completed)</i>	\$ 8,147		2020
<i>Asbestos, Lead, & HazMat surveys (completed)</i>	\$ 37,284		2020
<i>Property Condition Assessment (completed)</i>	\$ 70,712		2020
Baseline Environmental Assessment (BEA)	\$ 2,500		2021
Soft Costs	\$ 10,000		2021
Planning & Implementation			
Brownfield Plan	\$ 10,000		2021
Implementation	\$ 30,000		
Due Care			
Contaminated soil removal, transport, & disposal	\$ 100,000		2021
Oversight, sampling, & reporting by environmental professional	\$ 100,000		2021
Demolition			
Hazardous Materials Abatement	\$ 506,460		2021
Large chapel - exterior wall infill at lines of demolition, reconnect electrical	\$ 347,000		2021
Demolition	\$ 822,500		2021
Access road demolition (asphalt & base)	\$ 226,412		2022
Sanitary sewer demolition (abandon pipe in place & remove manholes)	\$ 7,191		2022
Eligible Activities Subtotal Estimate		\$ 2,291,326	
15% Contingency (does NOT include <i>completed work</i>)	\$ 324,309		
		\$ 324,309	
Eligible Activities Total Costs		\$ 2,615,635	

It is requested that the Developer capture incremental local taxes generated through tax increment financing to reimburse 100% of the cost of the Eligible Activities as provided in this Plan. Detailed tax increment financing tables of these estimated costs and an estimate of the captured taxable value and TIR by year for real property are presented in Attachment A.

The cost of the Plan for the Eligible Property will be financed by the Developer. Eligible costs will be reimbursed through TIR generated from the Eligible Property. TIR will be sought from local tax capture, pursuant to this Plan. Attachment A presents a breakdown of the estimated local tax portion of the eligible activity reimbursement.



Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

FIGURES



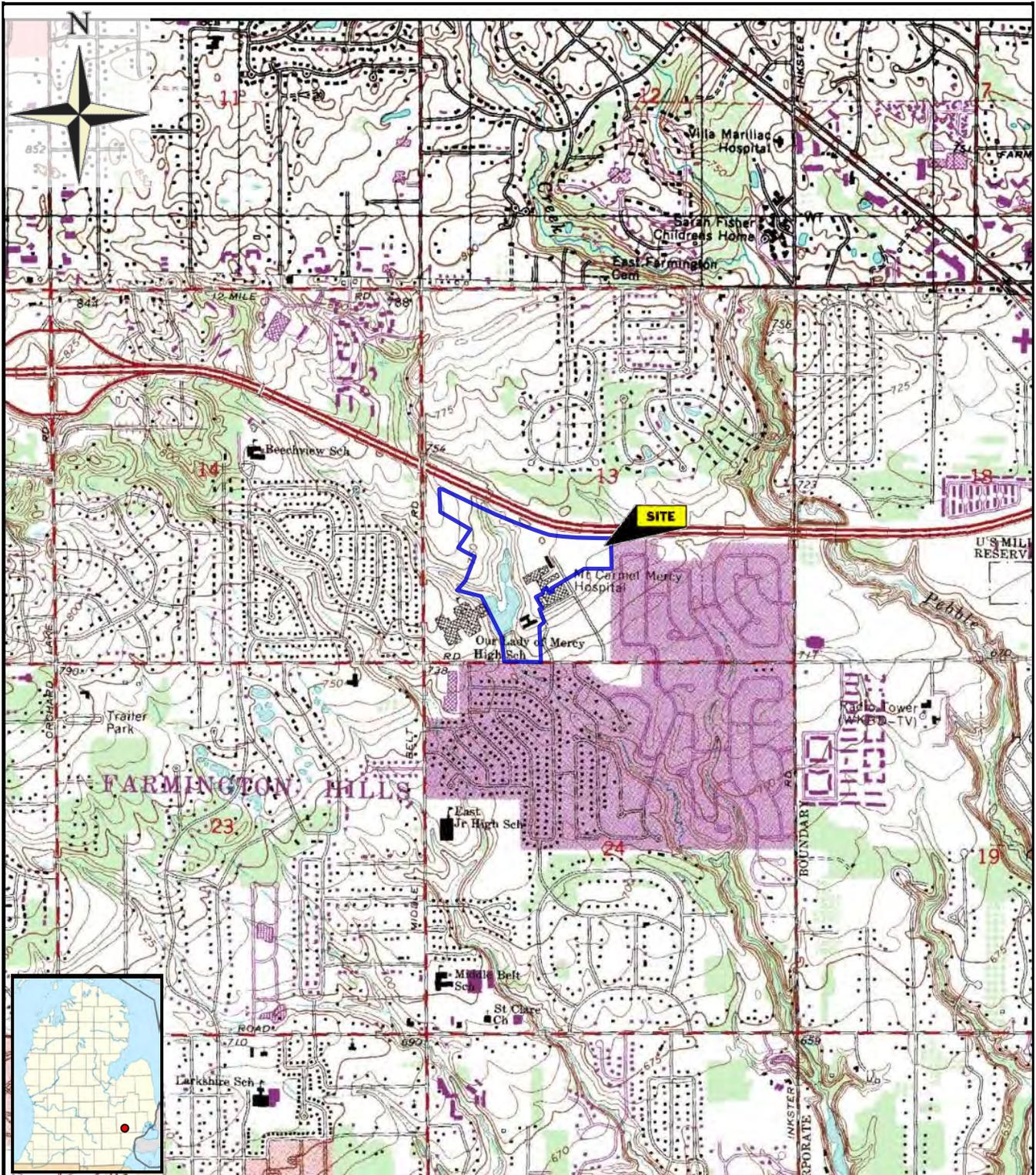
Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

Figure 1

Scaled Property Location Map



Testing Engineers & Consultants, Inc.
 1343 Rochester Rd
 Troy, MI 48083

Brownfield Plan
 29000 W 11 Mile Rd
 Farmington Hills, MI

TEC Project: 61498-01
 Approx. scale: 1:24000
 Date: 2021/07/08

Figure 1
 Site Location



Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

Figure 2

Eligible Property Features Map



Testing Engineers & Consultants, Inc.
 1343 Rochester Rd, Troy, MI 48083
 www.testingengineers.com

Brownfield Plan
 29000 W 11 Mile Rd
 Farmington Hills, MI

TEC Project: 61498-01
 Approx. scale: 1 in = 329 ft
 Date: 2021/02/14

Figure 2
 Property Features
 Diagram



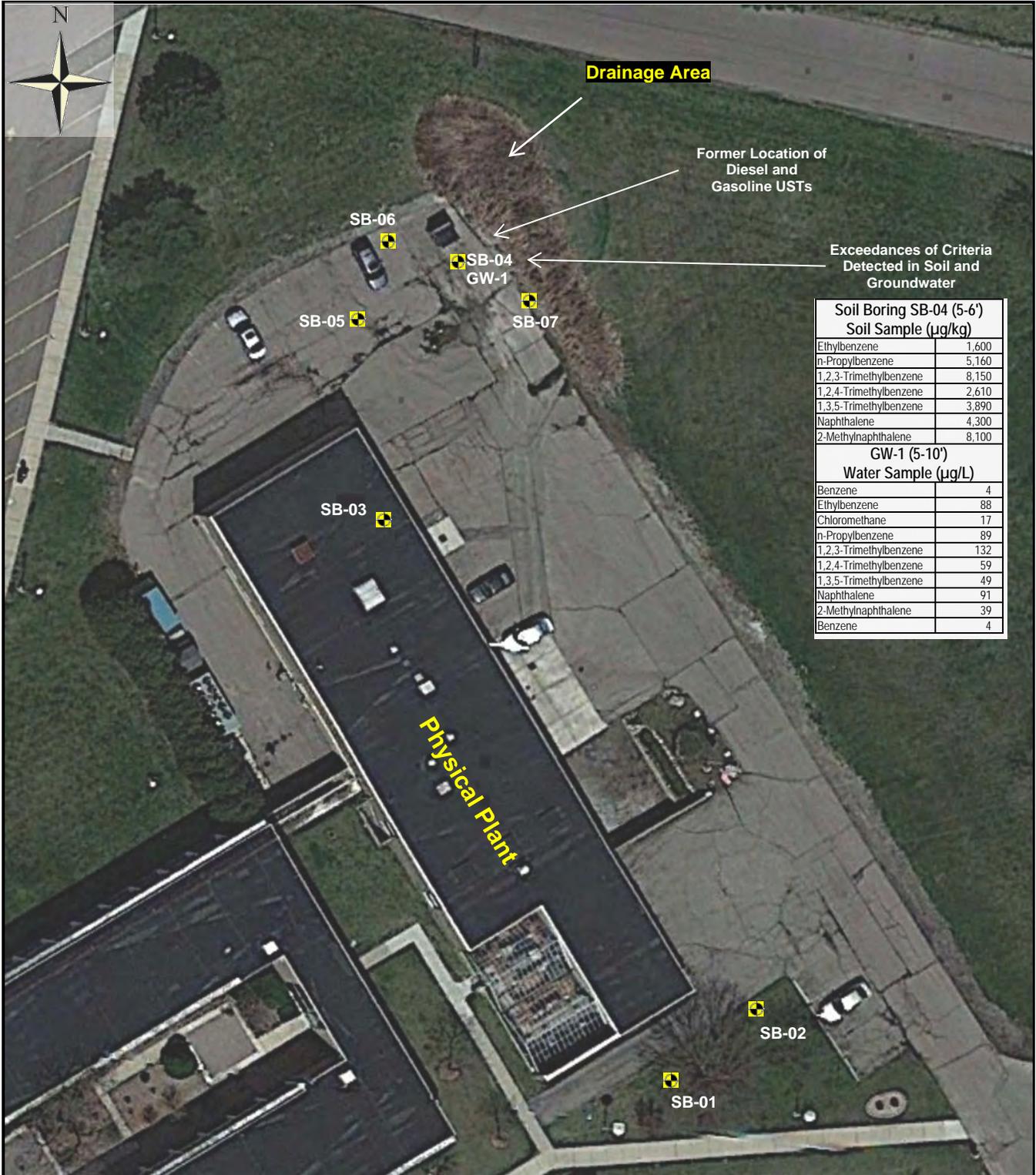
Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

Figure 2

Eligible Property Map with Contaminant Exceedances



Exceedances of Criteria Detected in Soil and Groundwater

Soil Boring SB-04 (5-6') Soil Sample (µg/kg)	
Ethylbenzene	1,600
n-Propylbenzene	5,160
1,2,3-Trimethylbenzene	8,150
1,2,4-Trimethylbenzene	2,610
1,3,5-Trimethylbenzene	3,890
Naphthalene	4,300
2-Methylnaphthalene	8,100
GW-1 (5-10') Water Sample (µg/L)	
Benzene	4
Ethylbenzene	88
Chloromethane	17
n-Propylbenzene	89
1,2,3-Trimethylbenzene	132
1,2,4-Trimethylbenzene	59
1,3,5-Trimethylbenzene	49
Naphthalene	91
2-Methylnaphthalene	39
Benzene	4



Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

ATTACHMENT A Tax Capture Tables

Tax Increment Revenue Capture Estimates
Rose Senior Living - Farmington Hills
Sisters of Mercy Property
 Farmington Hills, Michigan
 June 30, 2021

Estimated Taxable Value (TV) Increase Rate: 1% per year		1	2	3	4	5	6	7	8	9	10	11	12	13
Plan Year	Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
*Base Taxable Value		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated New TV		\$ 5,000,000	\$ 12,000,000	\$ 16,000,000	\$ 16,160,000	\$ 16,321,600	\$ 16,484,816	\$ 16,649,664	\$ 16,816,161	\$ 16,984,322	\$ 17,154,166	\$ 17,325,707	\$ 17,498,964	\$ 17,673,954
Incremental Difference (New TV - Base TV)		\$ 5,000,000	\$ 12,000,000	\$ 16,000,000	\$ 16,160,000	\$ 16,321,600	\$ 16,484,816	\$ 16,649,664	\$ 16,816,161	\$ 16,984,322	\$ 17,154,166	\$ 17,325,707	\$ 17,498,964	\$ 17,673,954

School Capture	Millage Rate	Capture	Captured Millage														
State Education Tax (SET)	6.0000	0%	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating Tax	18.0000	0%	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	24.0000		0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Capture	Millage Rate																
County Operating	4.0200	100%	4.0200	\$ 20,100	\$ 48,240	\$ 64,320	\$ 64,963	\$ 65,613	\$ 66,269	\$ 66,932	\$ 67,601	\$ 68,277	\$ 68,960	\$ 69,649	\$ 70,346	\$ 71,049	
Intermediate Schools	3.2280	100%	3.2280	\$ 16,140	\$ 38,736	\$ 51,648	\$ 52,164	\$ 52,686	\$ 53,213	\$ 53,745	\$ 54,283	\$ 54,825	\$ 55,374	\$ 55,927	\$ 56,487	\$ 57,052	
OCC	1.5184	100%	1.5184	\$ 7,592	\$ 18,221	\$ 24,294	\$ 24,537	\$ 24,783	\$ 25,031	\$ 25,281	\$ 25,534	\$ 25,789	\$ 26,047	\$ 26,307	\$ 26,570	\$ 26,836	
City Operating	13.4890	100%	13.4890	\$ 67,445	\$ 161,868	\$ 215,824	\$ 217,982	\$ 220,162	\$ 222,364	\$ 224,587	\$ 226,833	\$ 229,102	\$ 231,393	\$ 233,706	\$ 236,044	\$ 238,404	
Parks	0.4691	100%	0.4691	\$ 2,346	\$ 5,629	\$ 7,506	\$ 7,581	\$ 7,656	\$ 7,733	\$ 7,810	\$ 7,888	\$ 7,967	\$ 8,047	\$ 8,127	\$ 8,209	\$ 8,291	
Public Safety	3.0536	100%	3.0536	\$ 15,268	\$ 36,643	\$ 48,858	\$ 49,346	\$ 49,840	\$ 50,338	\$ 50,841	\$ 51,350	\$ 51,863	\$ 52,382	\$ 52,906	\$ 53,435	\$ 53,969	
Library	1.5209	100%	1.5209	\$ 7,605	\$ 18,251	\$ 24,334	\$ 24,578	\$ 24,824	\$ 25,072	\$ 25,322	\$ 25,576	\$ 25,831	\$ 26,090	\$ 26,351	\$ 26,614	\$ 26,880	
County Parks	0.3500	100%	0.3500	\$ 1,750	\$ 4,200	\$ 5,600	\$ 5,656	\$ 5,713	\$ 5,770	\$ 5,827	\$ 5,886	\$ 5,945	\$ 6,004	\$ 6,064	\$ 6,125	\$ 6,186	
OCPTA Smart	0.9851	100%	0.9851	\$ 4,926	\$ 11,821	\$ 15,762	\$ 15,919	\$ 16,078	\$ 16,239	\$ 16,402	\$ 16,566	\$ 16,731	\$ 16,899	\$ 17,068	\$ 17,238	\$ 17,411	
H/CL Metro Auth	0.2104	100%	0.2104	\$ 1,052	\$ 2,525	\$ 3,366	\$ 3,400	\$ 3,434	\$ 3,468	\$ 3,503	\$ 3,538	\$ 3,574	\$ 3,609	\$ 3,645	\$ 3,682	\$ 3,719	
Local Total	28.8445		28.8445	\$ 144,223	\$ 346,134	\$ 461,512	\$ 466,127	\$ 470,788	\$ 475,496	\$ 480,251	\$ 485,054	\$ 489,904	\$ 494,803	\$ 499,751	\$ 504,749	\$ 509,796	

Non-Capturable Millages	Millage Rate																
School Debt	3.2000	0%	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zoo Authority	0.0965	0%	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Art Institute	0.1913	0%	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Capturable Taxes	3.4878		0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Tax Increment Revenue (TIR) Available for Capture \$ 144,223 \$ 346,134 \$ 461,512 \$ 466,127 \$ 470,788 \$ 475,496 \$ 480,251 \$ 485,054 \$ 489,904 \$ 494,803 \$ 499,751 \$ 504,749 \$ 509,796

Footnotes:
 6/30/21 - revised capture to 100%

Tax Incremental Revenue Capture Estimates
Rose Senior Living - Farmington Hills
Sisters of Mercy Property
Farmington Hills, Michigan
June 30, 2021

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -	\$ -	\$ -
Local	100.0%	\$ -	\$ 2,615,635	\$ 2,615,635
TOTAL				\$ 2,615,635
EGLE				
MSF				

Estimated Total Years of Plan: 8

Estimated Capture	\$ 2,615,635
Administrative Fees	\$ 332,959
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ -

	1	2	3	4	5	6	7	8	9	10	11	12	13	BRLF Total	
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033		
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Brownfield Redevelopment Fund (50% of SET)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Incremental Revenue	\$ 144,223	\$ 346,134	\$ 461,512	\$ 466,127	\$ 470,788	\$ 475,496	\$ 480,251	\$ 485,054	\$ 3,329,585	\$ 489,904	\$ 494,803	\$ 499,751	\$ 504,749	\$ 509,796	\$ 2,499,004
BRA Administrative Fee (10%)	\$ 14,422	\$ 34,613	\$ 46,151	\$ 46,613	\$ 47,079	\$ 47,550	\$ 48,025	\$ 48,505	\$ 332,959	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement	\$ 129,800	\$ 311,521	\$ 415,361	\$ 419,514	\$ 423,710	\$ 427,947	\$ 432,226	\$ 436,548	\$ 2,996,627	\$ 489,904	\$ 494,803	\$ 499,751	\$ 504,749	\$ 509,796	\$ 2,499,004
Total State & Local TIR Available	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEVELOPER	Beginning Balance														
DEVELOPER Reimbursement Balance (excluding interest)	\$2,615,635	\$ 2,485,835	\$ 2,174,315	\$ 1,758,954	\$ 1,339,439	\$ 915,730	\$ 487,783	\$ 55,557	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
DEVELOPER Reimbursement Balance (including interest)	\$2,615,635	\$ 2,485,835	\$ 2,174,315	\$ 1,758,954	\$ 1,339,439	\$ 915,730	\$ 487,783	\$ 55,557	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 129,800	\$ 311,521	\$ 415,361	\$ 419,514	\$ 423,710	\$ 427,947	\$ 432,226	\$ 55,557	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ 129,800	\$ 311,521	\$ 415,361	\$ 419,514	\$ 423,710	\$ 427,947	\$ 432,226	\$ 55,557	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement	\$2,615,635	\$ 129,800	\$ 311,521	\$ 415,361	\$ 419,514	\$ 423,710	\$ 427,947	\$ 432,226	\$ 55,557	\$ 2,615,635	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Accrual															
Interest Rate	0.00%														
Interest on Balance (simple interest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Accrued Interest Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:
6/30/21 - revised capture to 100%
7/1/21 - eliminated interest

Tax Increment Revenue Capture Estimates
Rose Senior Living - Farmington Hills
Sisters of Mercy Property
Farmington Hills, Michigan
June 30, 2021

Rose Senior Living Farmington Hills
Sisters of Mercy Parcel Redevelopment

Activity	ERS Estimate	Notes
Site Assessment / Due Diligence		
Geotechnical Investigation	\$8,147	final cost
Phase I Environmental Site Assessment	\$2,100	final cost
Phase I Environmental Site Assessment update	\$2,100	final cost
Phase II Environmental Site Assessment	\$8,920	final cost
Hazardous Material Survey	\$37,284	final cost
Baseline Environmental Assessment	\$2,500	report in progress
Soft Costs	\$10,000	
Property Condition Assessment	\$70,712	final cost
Planning and Implementation		
Brownfield Plan	\$10,000	report in progress
Implementation	\$30,000	
Due Care Activities		
Contaminated soil removal, transport, and disposal	\$100,000	ERS estimate
Oversight, sampling and reporting by environmental professional	\$100,000	ERS estimate
Demolition Activities		
Hazardous Material Abatement	\$506,460	TEC estimate, dated 4/3/20
Large chapel - Exterior wall infill at lines of demolition at vestibule, reconnect electric panels	\$347,000	HED estimate, dated 3/27/20
Building Demolition	\$822,500	Blue Star proposal, dated 3/23/20
Access road demolition (asphalt and base)	\$ 226,412	PEA estimate, dated 1-7-21
Sanitary sewer demolition (abandon pipe in place and remove manholes)	\$ 7,191	PEA estimate, dated 1-7-21
Subtotal	\$2,291,326	
Contingency (15%)	\$324,309	excluding expenses already incurred and paid.
Total Estimate No Infrastructure	\$2,615,635	

Tax Increment Revenue Capture Estimates
Rose Senior Living - Farmington Hills
Sisters of Mercy Property
 Farmington Hills, Michigan
 June 30, 2021

CITY OF FARMINGTON HILLS
2020 MILLAGE RATES

05-Nov-20

School District	COUNTY							Public Trans Authority *	CITY				SCHOOL				Total
	Operating Co. Parks & Rec	O.C. Zoo	H.C.M.A.	Intermediate Schools	Art Institute Authority	Community College	Operating, Capital & Debt		Public Safety	Parks & Rec	Community Library	State	Operating	Supplemental Millage	Debt		
(63200) FARMINGTON July Homestead Dec	4.0200 0.3500	--- 0.0965	--- 0.2104	3.2280 ---	--- 0.1913	1.5184 ---	---	13.4890 ---	3.0536 ---	0.4691 ---	0.9593 0.5616	6.0000 ---	--- 3.6225	1.6000 1.6000	37.9600 7.6174		
July Non-Homestead Dec	4.0200 0.3500	--- 0.0965	--- 0.2104	3.2280 ---	--- 0.1913	1.5184 ---	---	13.4890 ---	3.0536 ---	0.4691 ---	0.9593 0.5616	6.0000 9.0000	--- ---	1.6000 1.6000	43.3374 12.9949		
(63090) CLARENCEVILLE July Homestead Dec	4.0200 0.3500	--- 0.0965	--- 0.2104	3.2280 ---	--- 0.1913	2.2700 0.0177	---	13.4890 ---	3.0536 ---	0.4691 ---	0.9593 0.5616	6.0000 ---	--- ---	4.3261 ---	37.8151 2.4126		
July Non-Homestead Dec	4.0200 0.3500	--- 0.0965	--- 0.2104	3.2280 ---	--- 0.1913	2.2700 0.0177	---	13.4890 ---	3.0536 ---	0.4691 ---	0.9593 0.5616	6.0000 18.0000	--- ---	4.3261 ---	55.8151 2.4126		
(63290) WALLED LAKE July Homestead Dec	4.0200 0.3500	--- 0.0965	--- 0.2104	3.2280 ---	--- 0.1913	1.5184 ---	---	13.4890 ---	3.0536 ---	0.4691 ---	0.9593 0.5616	6.0000 ---	--- ---	1.5525 ---	4.6057 ---	38.8956 2.3949	
July Non-Homestead Dec	4.0200 0.3500	--- 0.0965	--- 0.2104	3.2280 ---	--- 0.1913	1.5184 ---	---	13.4890 ---	3.0536 ---	0.4691 ---	0.9593 0.5616	6.0000 17.1278	--- ---	4.6057 ---	54.4709 2.3949		

COUNTY TOTAL 10.6460 CITY TOTAL 17.0117

2020 SUMMER ONLY

FARMINGTON	
Home	37.9600
Non-Home	43.3374
IP Rate	31.9600
BP Rate	43.9600
CLARENCEVILLE	
Home	37.8151
Non-Home	55.8151
IP Rate	31.8151
BP Rate	43.8151
WALLED LAKE	
Home	38.8956
Non-Home	54.4709
BP Rate	44.8956

2020 TOTAL RATE

FARMINGTON	
Home	45.5774
Non-Home	56.3323
IP Rate	39.5774
BP Rate	51.5774
CLARENCEVILLE	
Home	40.2277
Non-Home	58.2277
IP Rate	34.2277
BP Rate	46.2277
WALLED LAKE	
Home	41.2905
Non-Home	56.8658
BP Rate	47.2905

2019 TOTAL RATE

FARMINGTON	
Home	46.1449
Non-Home	56.5815
IP Rate	40.1449
BP Rate	52.1449
CLARENCEVILLE	
Home	40.3859
Non-Home	58.3859
IP Rate	34.3858
BP Rate	46.3859
WALLED LAKE	
Home	41.5115
Non-Home	57.2346
BP Rate	47.5115

TOTAL SCHOOL RATE

FARMINGTON	
Home	16.4451
Non-Home	27.2000
CLARENCEVILLE	
Home	10.3261
Non-Home	28.3261
WALLED LAKE	
Home	12.1582
Non-Home	27.7335



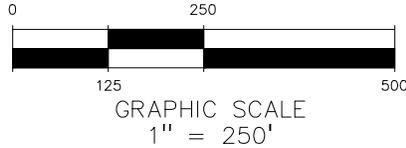
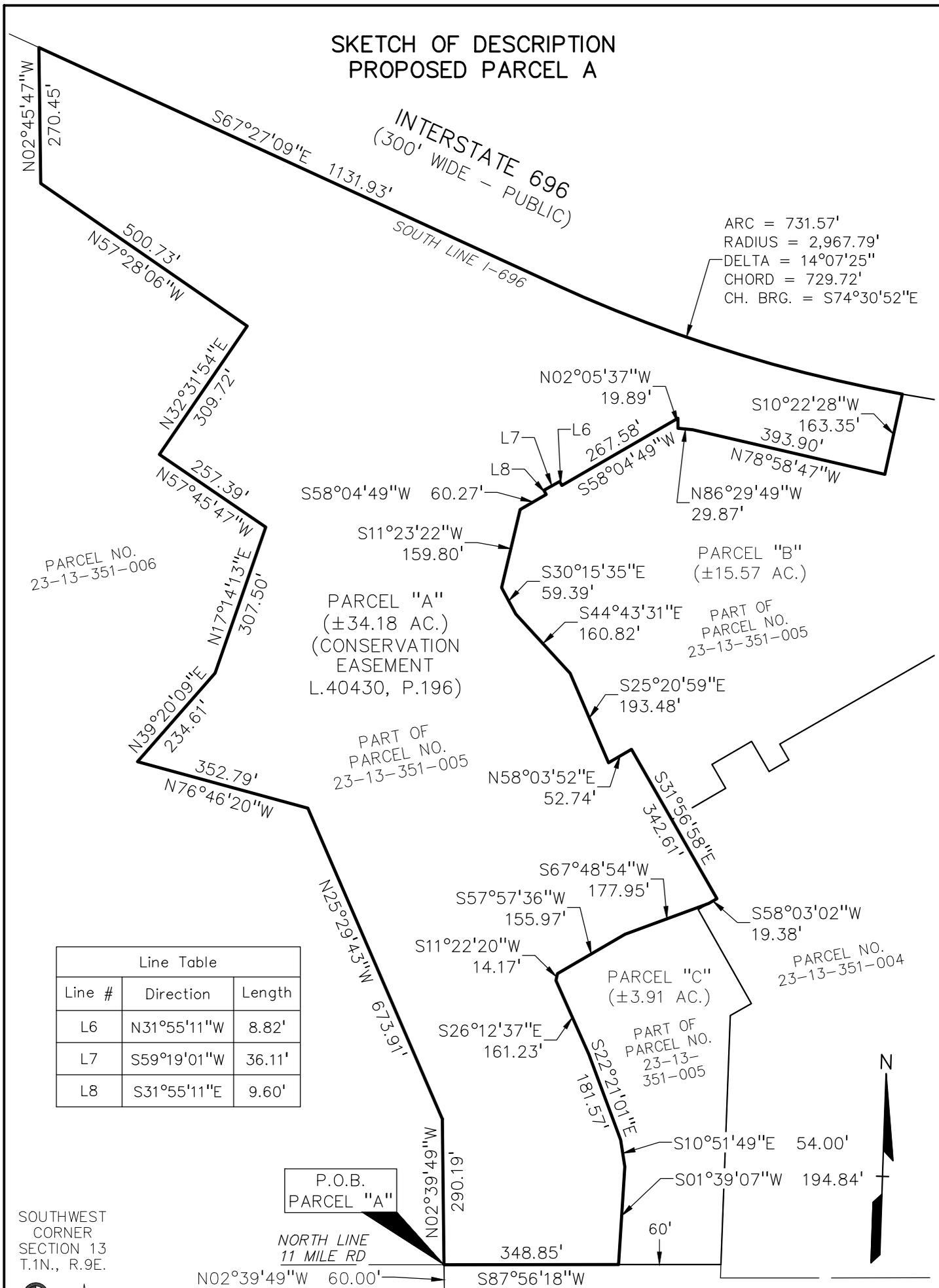
Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

ATTACHMENT B **Eligible Property Illustration**

SKETCH OF DESCRIPTION PROPOSED PARCEL A



PEA, Inc.
2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: EDWARD ROSE & SONS 38525 WOODWARD AVENUE BLOOMFIELD HILLS, MI - 48303	SCALE: 1" = 250'	JOB No: 2019-462
	DATE: 3-9-20	DWG. No: 3 of 8



Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

ATTACHMENT C ALTA Survey

FLOODPLAIN:
 BY GRAPHIC PLOTTING, THE SUBJECT PARCEL IS IN "AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN" (ZONE X) PER FEMA FLOOD INSURANCE RATE MAP PANEL NUMBER 26125C0652F, EFFECTIVE DATE SEPTEMBER 29, 2006

LEGAL DESCRIPTION

(Per First American Title Insurance Company, Commitment No. NCS-963283-MICH, Dated February 11, 2021, Revision No. 2)

Land in the City of Farmington Hills, Oakland County, Michigan, described as follows:

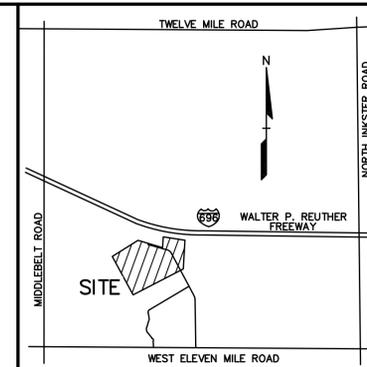
Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and being more particularly described as follows:

Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East described as Beginning at a point distant N87°56'18"E 1098.15 feet from Southwest section corner, thence N02°39'49"W 350.19 feet, thence N25°29'43"W 673.91 feet, thence N76°46'20"W 352.79 feet, thence N39°20'09"E 234.61 feet, thence N17°14'13"E 307.50 feet, thence N57°45'47"W 257.39 feet, thence N32°31'54"E 309.72 feet, thence N57°28'06"W 500.73 feet, thence N02°45'47"W 270.45 feet, thence S67°27'09"E 1131.93 feet, thence along a curve to the left, radius 2967.79 feet, chord bears S79°37'32"E 1251.59 feet, distance of 1261.06 feet, thence N88°13'06"E 72.12 feet, thence S02°45'55"E 381.29 feet, thence S87°14'05"W 392.71 feet, thence S58°19'02"W 48.41 feet, thence S32°06'07"E 36.58 feet, thence S57°57'32"W 45.82 feet, thence N32°04'00"W 69.55 feet, thence S58°03'02"W 91.58 feet, thence S31°56'58"E 55.26 feet, thence S58°03'02"W 124.47 feet, thence S31°56'58"E 181.41 feet, thence S58°03'02"W 43.61 feet, thence S31°40'42"E 215.11 feet, thence S58°19'02"W 48.41 feet, thence S00°10'36"W 555.55 feet, thence S87°56'18"W 550.64 feet to beginning.

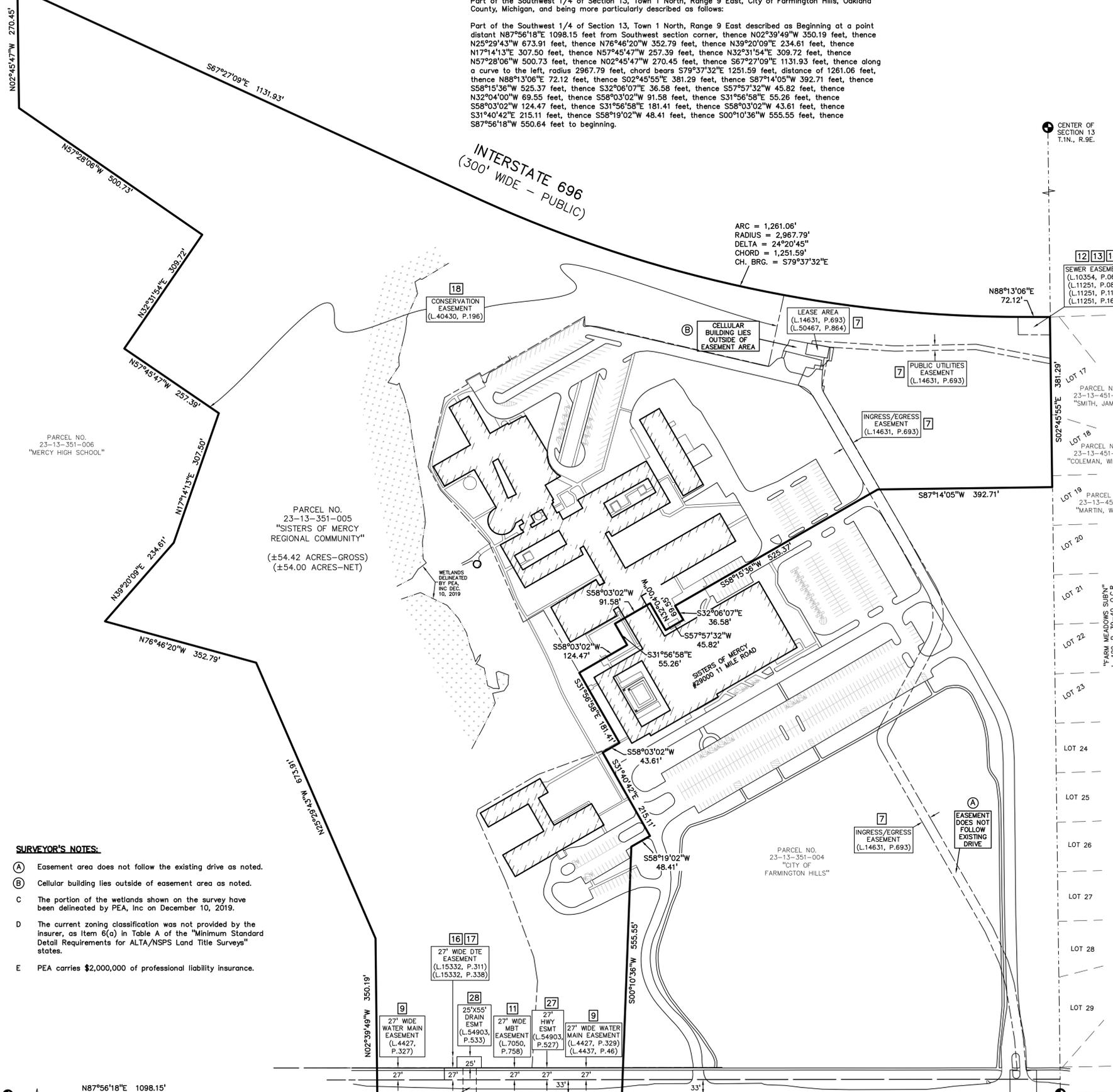


LEGEND

- IRON FOUND
 - ⊗ IRON SET
 - ⊗ NAIL FOUND
 - ⊗ NAIL & CAP SET
 - ⊗ BRASS PLUG SET
 - ⊗ MONUMENT FOUND
 - ⊗ MONUMENT SET
 - SEC. CORNER FOUND
 - R RECORDED
 - M MEASURED
 - C CALCULATED
- EXISTING**
- OH-ELEC- W- O- ELEC. PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
 - UG-CATV- TV UNDERGROUND CABLE TV, CATV PEDESTAL
 - UG-PHONE- TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
 - UG-ELEC- ELEC. U.G. CABLE, MANHOLE, METER & HANDHOLE
 - ⊗ GAS MAN. VALVE & GAS LINE MARKER
 - ⊗ WATER MAIN, VALVE, GATE VALVE, TAPPING SLEEVE & VALVE
 - ⊗ SANITARY SEWER, CLEANOUT & MANHOLE
 - ⊗ STORM SEWER, CLEANOUT & MANHOLE
 - ⊗ COMBINED SEWER & MANHOLE
 - ⊗ SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
 - ⊗ POST INDICATOR VALVE
 - ⊗ WATER VALVE, W/ADJUTANT VALVE BOX, SERVICE SHUTOFF
 - ⊗ MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
 - ⊗ UNIDENTIFIED STRUCTURE
 - ⊗ SPOT ELEVATION
 - ⊗ CONTOUR LINE
 - ⊗ FENCE
 - ⊗ GUARD RAIL
 - ⊗ STREET LIGHT
 - ⊗ SIGN



NO.	BY	DATE	REVISIONS
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SCHEDULE B EXCEPTIONS

(Per First American Title Insurance Company, Commitment No. NCS-963283-MICH, Dated February 11, 2021, Revision No. 2)

- 7 All of the terms and provisions set forth and contained in that certain Ground Lease Agreement between Sisters of Mercy, Lessor, and Detroit SMSA Limited Partnership, a Delaware limited partnership, Lessee, a memorandum of which is recorded in Liber 14631, Page 693 and Memorandum of First Amendment to Ground Lease Agreement recorded March 14, 2017 in Liber 50467, Page 864. (Affects portion of said land and other property) [As plotted - lease agreement area, ingress/egress easement & public utilities easement.]
- 8 All of the terms and provisions set forth and contained in that certain Supplement between New Cingular Wireless PCS, LLC a Delaware limited liability company, Lessor, and New Par, a Delaware partnership d/b/a Verizon Wireless, Lessee, a memorandum of which is recorded in Liber 46213, Page 541. (Affects portion of said land and other property) [Not plottable. Document grants a lease agreement between New Cingular Wireless & Verizon Wireless for a portion of space on New Cingular's Tower located on the subject parcel & parcel to the east (Parcel 351-004). Document also grants a non-exclusive right for ingress & egress for installation and maintenance of wires, poles, etc from 11 Mile Road. The specific area & easements are not defined in the document.]
- 9 Easement granted to Township of Farmington disclosed by instrument recorded in Liber 4427, Page 327, Liber 4427, Page 329 and Liber 4437, Page 46, Oakland County Records. [As plotted.]
- 10 The terms, provisions and easement(s) contained in the document entitled "Drainage Easement" recorded August 03, 1965 as Liber 4758, Page 340 of Official Records. [As plotted.]
- 11 The terms, provisions and easement(s) contained in the document entitled "Right of Way" recorded October 27, 1977 as Liber 7050, Page 758 of Official Records. [As plotted.]
- 12 Easement granted to City of Farmington Hills, Oakland County, Michigan disclosed by instrument recorded in Liber 10354, Page 67, Oakland County Records. [As plotted.]
- 13 The terms, provisions and easement(s) contained in the document entitled "Agreement" recorded February 6, 1990 as Liber 11251, Page 88. Amendment to Agreement recorded February 6, 1990 in Liber 11251, Page 117 of Official Records. [As plotted. Document also contains agreements and an easement for sanitary & water main that lies north of l-696.]
- 14 The terms, provisions and easement(s) contained in the document entitled "Agreement" recorded February 6, 1990 as Liber 11251, Page 167 of Official Records. [As plotted. Document also contains agreements and an easement for sanitary & water main that lies north of l-696.]
- 15 The terms, provisions and easement(s) contained in the document entitled "Reciprocal Easement and Restriction Agreement" recorded June 14, 1994 as Liber 14757, Page 544 and Amended and Restated Reciprocal Easement and Restriction Agreement recorded on May 21, 2015, in Liber 48202, Page 247 of Official Records. [Not plottable. Documents grants the subject parcel the non-exclusive right to use driveways, sidewalks, utility lines & easements for ingress-egress/cross access over the parcel to the east (Parcel 351-004). Document also states that the subject parcel grants the parcel to the east the non-exclusive right to access utility services on the subject parcel.]
- 16 The terms, provisions and easement(s) contained in the document entitled "Detroit Edison Underground Easement (Right of Way)" recorded as Liber 15332, Page 311 of Official Records. [As plotted.]
- 17 The terms, provisions and easement(s) contained in the document entitled "Detroit Edison Underground Easement (Right of Way)" recorded April 05, 1995 as Liber 15332, Page 338 of Official Records. [As plotted.]
- 18 The terms, provisions and easement(s) contained in the document entitled "Conservation Easement" recorded July 2, 2008 as Liber 40430, Page 196 of Official Records. [As plotted.]
- 19 The terms, provisions and easement(s) contained in the document entitled "Agreement for Access and Use" recorded January 20, 2009 as Liber 40828, Page 765 of Official Records. [Not plottable. Document states the parcel to the west (Parcel 351-006) shall have a license for continued use of the portion of the high school athletic field that lies within the conservation easement in item #18. Document also states the subject parcel shall have an easement for access over the parcel to the west for maintenance and restoration of the western edge of a pond located within said conservation easement.]
- 20 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 captioned land.
- 21 Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. 181 et seq.) or under similar state laws.
- 22 Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land bordering on or comprising the bed of Unnamed Pond.
- 23 The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of waters of Unnamed Pond.
- 24 Correlative rights of other Riparian Owners and to the Public Trust in and to the waters of the drain crossing subject property.
- 25 Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.
- 26 Rights of tenants under unrecorded leases.
- 27 The terms, provisions and easement(s) contained in the document entitled "Highway Easement" recorded September 29, 2020 as Liber 54903, Page 527 of Official Records. [As plotted.]
- 28 The terms, provisions and easement(s) contained in the document entitled "Drain Easement" recorded September 29, 2020 as Liber 54903, Page 533 of Official Records. [As plotted.]

CERTIFICATE OF SURVEY

To: FIRST AMERICAN TITLE INSURANCE COMPANY
 EDWARD ROSE PROPERTIES, INC

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 8, 13, 18, and 20 of Table A thereof. The field work was completed on December 12, 2019.

Kevin T. Roach, PS No. 47971
 (krooch@peainc.com)
 Agent for PEA, Inc.

SURVEYOR'S NOTES:

- A Easement area does not follow the existing drive as noted.
- B Cellular building lies outside of easement area as noted.
- C The portion of the wetlands shown on the survey have been delineated by PEA, Inc on December 10, 2019.
- D The current zoning classification was not provided by the insurer, as Item 6(a) in Table A of the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys" states.
- E PEA carries \$2,000,000 of professional liability insurance.

CAUTION!!
 THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS MADE BY THE SURVEYOR AS TO THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION.

THIS DRAWING AND DESIGN ARE THE PROPERTY OF PEA, INC. THEY ARE SUBMITTED TO THE CONTRACTOR THAT THEY ARE NOT TO BE USED, REPRODUCED, OR COPIED IN WHOLE OR IN PART, OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF PEA, INC. ALL COMPANY INFORMATION IS TO BE KEPT CONFIDENTIAL AND NOT TO BE DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF PEA, INC. © 2019 PEA, INC.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERAL & ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR SHALL BE REQUIRED TO OBTAIN SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT THIS REQUIREMENT SHALL BE MADE BY THE CONTRACTOR AND NOT BE LIMITED TO NORMAL WORKING HOURS AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO HOLD THE DESIGN PROFESSIONAL, ENGINEER AND HOLD DESIGN PROFESSIONAL, WORKERS FROM ANY AND ALL LIABILITY RISKS, OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

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 F: 248.689.1044
 www.peainc.com

EDWARD ROSE & SONS
 38525 WOODWARD AVENUE
 BLOOMFIELD HILLS, MI 48303

ALTANSPS LAND TITLE SURVEY
FARMINGTON HILLS SENIOR FAMILY
 PART OF THE SW 1/4 OF SECTION 13, T.1N., R.9E.,
 CITY OF FARMINGTON, OAKLAND COUNTY, MICHIGAN

DES. DN. BB/EH SUR. KTR P.M. JBT

ORIGINAL ISSUE DATE:
 JANUARY 29, 2020

PEA JOB NO. 2019-462

SCALE: 1" = 120'

DRAWING NUMBER:
ALTA



Testing Engineers & Consultants, Inc.

BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI

TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS

ATTACHMENT D **Reimbursement Agreement**

To Be provided by City Attorney



Testing Engineers & Consultants, Inc.

**BROWNFIELD PLAN V.06
ROSE SENIOR LIVING FARMINGTON HILLS
FARMINGTON HILLS, OAKLAND COUNTY, MI**

**TEC REPORT 61498-01
JULY 6, 2021
EXHIBITS**

ATTACHMENT E Determination of Functional Obsolesce

Assessors Office
(248) 871-2470
(248) 871-2471 Fax



31555 Eleven Mile Road, Farmington Hills, MI 48336-1165

June 11, 2021

Mark Perkoski
Edward Rose & Sons
PO Box 2011
Bloomfield Hills, MI 48303-2011

Re: Determination of Functional Obsolescence on Parcel #23-13-351-005 29000 Eleven Mile

Mr. Perkoski:

I have reviewed your request for determination of functional obsolescence of the buildings located at 29000 Eleven Mile Road, also known as the Sisters of Mercy property. The property consists of eight buildings – seven built in 1965 and one in 1983 – equaling approximately 221,300 square feet. The buildings were built and used as a convent. As such, the residences are dormitory style with communal bathrooms and common area kitchens. Although minimal updating has been performed over the years, the materials and style used is outdated by today's standards.

Furthermore, besides the layout deficiencies, there are other structural and hazardous material issues which would make renovating and/or using this site difficult. First, according to an environmental report performed by Testing Engineering and Consultants, there is the presence of asbestos which would need to be remediated prior to any renovation. Second, the buildings are not barrier free which means they would need to be brought to ADA compliance as part of any addition or renovation. Third, the masonry type construction would make any changes to interior layouts costly. Lastly, the lack of fire suppression in the building would need to be addressed as part of any renovation.

In my professional opinion, the costs of remediating these items along with changing the interior layouts to meet current market expectations would exceed 50% of the current estimated market value of the property – thereby making the existing buildings functionally obsolete.

If you have any further questions regarding this determination, please let me know.

Assessors Office
(248) 871-2470
(248) 871-2471 Fax

31555 Eleven Mile Road, Farmington Hills, MI 48336-1165

Sincerely,



Matthew A. Dingman, MMAO
City Assessor
City of Farmington Hills

Cc: Sam Seimer, AKT Peerless Environmental Services
Gary Mekjian, City Manager
Thomas Skrobola, Finance Director



**City of Farmington Hills
Brownfield Redevelopment Authority
Project Application**

Contact: Samantha Seimer
Economic Development Director
sseimer@fhgov.com | 248-871-2506

This application form must be completed by the applicant to initiate the Brownfield process by the City of Farmington Hills Brownfield Redevelopment Authority. The completed application, supporting materials and applicable fee must be submitted to the City of Farmington Hills, 31555 W Eleven Mile Road, Farmington Hills, MI 48336. For more information, assistance completing the application form, or to submit a completed application electronically, please contact Samantha Seimer with the information above.

Before submitting a project application, please make sure all items on the checklist below are included. The Project Application will not be reviewed until all items are completed.

PROJECT APPLICATION CHECKLIST

Ownership Documentation

- If the project applicant does not own the property, please attach documentation to adequately demonstrate authorization to proceed with development planning such as a purchase or development agreement or notarized letter, or;
- Attach a copy of current title commitment and proof of ownership

Site Plan

- Attach a copy of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure

Financial Information and Eligible Activities

- Attach a copy of Eligible Activity Table and TIF Table broken down by taxing jurisdiction

Environmental Work Completed

- Attach or otherwise provide access to environmental reports sufficient to document brownfield eligibility, such as Facility Status, site history, and current site conditions (i.e. Phase I, Phase II, BEA, etc.)

Application Fee

- Check written to the Farmington Hills Brownfield Redevelopment Authority in the amount below based on the total project investment:

\$0 – 5 Million	\$1,000
\$5 – 10 Million	\$2,000
\$10 Million and above	\$3,000



**City of Farmington Hills
Brownfield Redevelopment Authority
Project Application**

Applicant Information

Project Name: Rose Senior Living Farmington Hills	
Applicant Name: Rose Senior Living	
Business Name (if different from applicant: Edward Rose and Sons	
Contact Person: Mark Perkoski	Email: mark_perkoski@edwardrose.com
Street Address: 38525 Woodward Avenue	Office Phone: 248-686-5587
City/State/Zip: Bloomfield Hills MI 48304	Cell Phone:
Applicant EIN/TIN: 38-3253058	Fax: 248-686-5600

Project Information

Project Address: 29000 W Eleven Mile Road, Farmington Hills, MI 48336
Parcel ID Number(s): pending lot split approval by city
Legal Description: See Attachment

Proposed Project Description

Rose Senior Living of Farmington Hills will consist of a four-story Independent Living wing with 117 units and a three-story Assisted Living wing with 90 units, connected by a central common core. Please see the site plans, elevations, and floorplans approved by Council in September 2020.

- Attach a copy of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure

Proposed Redevelopment Use(s)

The construction of the new Rose Senior Living building will require the removal of 6 obsolete structures. Catherine’s Place will remain and will be converted from skilled nursing to a memory care facility.
The 500-seat large chapel will also remain attached to the Costick Center and available for Costick Center usage.

Anticipated Project Schedule/Critical Dates

Assuming PUD and Brownfield agreements executed in June 2021: Pre-demolition remediation in Aug - Oct 2021. Demolish obsolete buildings Dec 2021 – Feb 2022.
Site grading and utilities – Nov 2021 – Feb 2022
Commence building construction – Feb 2022. New building open for occupancy – fall 2023

Status of Development Permits and Applications

Site plan approval received by Council 9/28/2020. PUD documents currently being finalized with staff for Council final approval in June 2021.

Known or Suspected Environmental Contamination Concerns

Lead, asbestos, and mercury identified in buildings to be demolished. See pre-demo hazardous material report, dated February 25, 2020, by TEC.
Gasoline volatile organic compounds (GVOCs) and polynuclear aromatics (PNAs) near former fuel tank farm, as identified in the TEC phase II ESA, dated February 18, 2020.

- Attach environmental reports sufficient to document brownfield eligibility, such as Facility statue, site history, and current site conditions (i.e. Phase I, Phase II, BEA, etc.)

Eligible activities and Projected Costs

- Attach copy of Eligible Activity Table
- Attach TIF Table broken down by taxing jurisdiction
- Attach additional pages if needed and supporting documentation or reports if available

Projected Private Investment in Redevelopment

\$40 Million Dollars

Anticipated Job Creation or Retention Impacts

Upon completion, Rose Senior Living Farmington Hills will provide approximately 60 full-time equivalent jobs, including RN's, LPN's, housekeeping, chefs, bus drivers, maintenance staff, among others.

Is the applicant/business involved in any claim or lawsuit? Yes No

Are there any other taxes not currently paid or in dispute? Yes No

Has the applicant or business ever been suspended or debarred, declared bankruptcy commenced a proceeding under any bankruptcy law or had a judgement rendered against it? Yes No

Is any collateral currently pledged to other creditors? Yes No

If you answered "yes" to any question(s), please explain (attach additional pages as necessary):

[Empty table with 7 rows for providing explanations]

The undersigned hereby certifies that all information provided to the City of Farmington Hills Brownfield Redevelopment Authority (BRA) herein and furnished with this application is and will be true, accurate, complete, and fairly presents the financial condition of the undersigned. By signing below, the undersigned agree that the project will be for the purpose or requesting consideration for the reimbursement of certain eligible activities identified in the application and in accordance with the BRA Requirements. It is understood that the BRA will rely on the information provided herein in making its decision. The BRA is authorized to make all inquiries it deems necessary to ratify the accuracy of the information herein made, or in its discretion, to further determine the undersigned's ability to perform the proposed project. The BRA is hereby authorized to answer any questions from third parties concerning the undersigned's experience with the BRA.


AUTHROIZED SIGNATURE 6/14/21
MARK PORZYKOWSKI TITLE
DIR. OF LAND ACQUISITION & PLANNING DATE

AUTHROIZED SIGNATURE TITLE
DATE

Rose Senior Living Parcel Legal Description:

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

(Per PEA, Inc.)

PARCEL "B" (Part of Parcel No. 23-13-351-005)

A parcel of land being part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, being more particularly described as follows:

Commencing at the southwest corner of said Section 13; thence along the south line of said section, N87°56'18"E 1098.15 feet;
 thence N02°39'49"W, 60.00 feet to the north line of Eleven Mile Road (proposed 60 foot half width);
 thence along said north line, N87°56'18"E, 553.64 feet;
 thence N00°10'36"E, 495.53 feet;
 thence N58°19'02"E, 48.41 feet;
 thence N31°40'42"W, 215.11 feet;
 thence N58°03'02"E, 43.61 feet;
 thence N31°56'58"W, 181.41 feet to the POINT OF BEGINNING, said point being on the easterly line of a Conservation Easement, as recorded in Liber 40430, Page 196, Oakland County Records;
 thence continuing along said Conservation Easement the following fifteen (15) courses:
 1) N31°56'58"W, 161.20 feet and
 2) S58°03'52"W, 52.74 feet and
 3) N25°20'59"W, 193.48 feet and
 4) N44°43'31"W, 160.82 feet and
 5) N30°15'35"W, 59.39 feet and
 6) N11°23'22"E, 159.80 feet and
 7) N58°04'49"E, 60.27 feet and
 8) N31°55'11"W, 9.60 feet and
 9) N59°19'01"E, 36.11 feet and
 10) S31°55'11"E, 8.82 feet and
 11) N58°04'49"E, 267.58 feet and
 12) S02°05'37"E, 19.89 feet and
 13) S86°29'49"E, 29.87 feet and
 14) S78°58'47"E, 393.90 feet and
 15) N10°22'28"E, 163.35 feet to the south line of I-696 (300 foot wide);
 thence along said south line the following two (2) courses: 1) 529.49 feet along an arc of a curve to the left, having a radius of 2967.79 feet and a chord that bears S86°41'14"E, 528.79 feet and 2) N88°13'06"E, 72.12 feet to the north-south 1/4 line of said section 13, said line also being the west line of "Farm Meadows Subdivision", as recorded in Liber 120, Page 39, Oakland County Records;
 thence along said north-south 1/4 line, S02°45'55"E, 381.29 feet;
 thence S87°14'05"W, 392.71 feet;
 thence S58°15'36"W, 525.37 feet;
 thence L9) S32°06'07"E, 36.58 feet;
 thence L10) S57°57'32"W, 45.82 feet;
 thence L11) N32°04'00"W, 69.55 feet;
 thence L12) S58°03'02"W, 91.58 feet;
 thence L13) S31°56'58"E, 55.26 feet;
 thence S58°03'02"W, 124.47 feet to the aforementioned easterly line of said Conservation Easement and the POINT OF BEGINNING.
 Containing 15.57 acres of land, more or less.



PEA, Inc.
 2430 Rochester Ct., Ste. 100
 Troy, MI 48063-1872
 T: 248.888.9080
 F: 248.888.1044
 www.peainc.com

CLIENT: EDWARD ROSE & SONS 38525 WOODWARD AVENUE BLOOMFIELD HILLS, MI - 48303	SCALE: 1" = 250'	JOB No: 2019-462
	DATE: 3-9-20	DWG. No: 6 of 8

Memorandum

TO: Farmington Hills Brownfield Redevelopment Authority (FHBRA)

FROM: Samantha Seimer, Vice President Economic Development Services, AKT Peerless

DATE: June 9, 2021

SUBJECT: 29000 W 11 Mile Road Rose Senior Living Brownfield Plan

Introduction & History

Rose Senior Living Farmington Hills, on the former campus of the Sisters of Mercy convent will consist of a new 305,000 square foot senior living building, including 117 independent-living and 90 assisted-living apartments. Rose Senior Living's new building will include numerous resident amenities such as a common restaurant, theater, café, pub, spa, outdoor rooftop patio, and an exercise facility.

In addition, the existing Catherine's Place building will be remodeled to accommodate 27 memory care apartments. The existing 500-seat copper-roofed large chapel, adjacent to the City of Farmington Hills' Costick Center, will remain attached to the Costick Center and will be available for exclusive use by the City.

The remaining buildings on site, constructed in the 1960s and formerly used as a convent, dorm rooms, and classrooms are functionally obsolete and will be demolished to accommodate the new Senior Living building

Upon completion, Rose Senior Living Farmington Hills will provide approximately 60 full-time equivalent (FTE) jobs, including Registered Nurses (RNs), Licensed practical nurses (LPNs), housekeeping, chefs, bus drivers, and maintenance staff, among others.

Rose Senior Living Farmington Hills represents a private investment of approximately \$40 million into the redevelopment of this property.

Eligible activities, including remediation and demolition, are scheduled to be complete within nine (9) months of execution of the PUD and Brownfield reimbursement agreements. The new Rose Senior Living building is scheduled to be complete and begin occupancy eighteen (18) months after completion of demolition. Renovation of Catherine's Place, to accommodate memory care residents, will be complete six (6) months after completion of the Senior Living building. The total project schedule, from the start of demolition to completion of the final phase, is approximately three (3) years.

The developer is seeking reimbursement for the following (a full breakdown of estimated costs can be found in Section 2.14 of the Brownfield Plan.

Site Assessment/Due Diligence: \$131,760 (Requesting lookback of \$129,263 for activities completed prior to BRA approval for Phase I, Phase I Update, Phase II, Geotechnical Investigation, Asbestos, Lead & HazMat Survey, and Property Condition Assessment – Costs requested for lookback are not included in contingency calculation.

Due Care: \$200,000

Demolition: \$1,909,563

Brownfield Plan: \$10,000

There is a 15% contingency that excludes brownfield and pre-approved activities. Administrative capture for the BRA is 10% annual TIR. The full assessment of the redevelopment is expected in 2023 with a 1% inflation rate multiplier assumed in the out years. There is a 50% share back with all local taxing jurisdictions. Approximately \$230,000 may be available in annual TIR to the developer. The plan also includes 5 years of LBRF capture after the eligible activities are paid.

This Brownfield Plan Request does not include state tax capture for an Act 381 Work Plan.

Conclusion & Recommended Motion

The Developer is requesting the Brownfield Plan be reviewed by the FHBRA.

If the Board so chooses to proceed with the Brownfield Plan as presented or subsequently amended per discussion of the Board a recommended motion is:

Move to approve the Brownfield Plan and recommend Farmington Hills City Council schedule a Public Hearing for the 29000 W 11 Mile Road Rose Senior Living in accordance with Act 381.

**MEETING MINUTES
BROWNFIELD REDEVELOPMENT AUTHORITY
THURSDAY JUNE 10, 2021
CITY OF FARMINGTON HILLS
(VIA TELECONFERENCE)
31555 ELEVEN MILE ROAD
FARMINGTON HILLS, MI 48336**

Called to order by: Chair Brauer at 3:02 PM

Members Present: Boleware (3:09 PM, Farmington Hills, Michigan), Brauer (Plainfield Township, Michigan), Brickner (Farmington Hills, Michigan), Curran (Farmington Hills, Michigan), Gardiner (Farmington Hills, Michigan), Skrobola (Farmington Hills, Michigan), Wilkinson (Farmington Hills, Michigan)

Members Absent: None

Others Present: Samantha Seimer, AKT Peerless; Ryan Higuchi, Project Consultant, PM Environmental; Mark Perkoski, Edward Rose and Sons; Don Kaylor, TEC, Gary Mekjian, City of Farmington Hills; Joe Valentine, City of Farmington Hills; Ken Vermeulen, Honigman

APPROVAL OF AGENDA:

Motion by Curran, support by Gardiner, to approve the agenda as presented.

Yeas: BRAUER, BRICKNER, CURRAN, GARDINER, SKROBOLA,
WILKINSON
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0

APPROVAL OF MINUTES – March 15, 2021:

Motion by Wilkinson, support by Gardiner, to approve the minutes as submitted.

Yeas: BRAUER, BRICKNER, CURRAN, GARDINER, SKROBOLA,
WILKINSON
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0

NEW BUSINESS

A. Consideration of Local-only Brownfield Plan for Sisters of Mercy Site – Edward Rose and Sons

Ms. Seimer gave an overview of the project. The Rose Senior Living Farmington Hills, on the former campus of the Sisters of Mercy convent will consist of a new 305,000

square foot senior living building, including 117 independent-living and 90 assisted-living apartments.

In addition, the existing Catherine's Place building will be remodeled to accommodate 27 memory care apartments. The existing 500-seat copper-roofed large chapel, adjacent to the City of Farmington Hills' Costick Center, will remain attached to the Costick Center and will be available for exclusive use by the city.

The remaining buildings on site, constructed in the 1960s and formerly used as a convent, dorm rooms, and classrooms are functionally obsolete and will be demolished to accommodate the new Senior Living building

Upon completion, Rose Senior Living Farmington Hills will provide approximately 60 full-time equivalent jobs and is a \$40 million redevelopment project.

There is a 15% contingency that excludes brownfield and pre-approved activities. Administrative capture for the BRA is 10% annual TIR. The full assessment of the redevelopment is expected in 2023 with a 1% inflation rate multiplier assumed in the out years. There is a 50% share back with all local taxing jurisdictions. Approximately \$230,000 may be available in annual TIR to the developer. The plan also includes 5 years of LBRF capture after the eligible activities are paid. This Brownfield Plan Request does not include state tax capture for an Act 381 Work Plan.

Mr. Perkoski reiterated that the original building was constructed in the 60's and served as a training facility for nuns, a covenant, and a high school. The City Assessor has determined that the building is functionally obsolete. Due to the age of the building, there is lead and asbestos that must be remediated, and contamination as well in the groundwater near the physical plant on the northeast corner of the property due to a UST release.

Mr. Curran inquired about the construction timeline. Mr. Perkoski stated that demo would commence as soon as they close on the property which will occur after City Council approval of the PUD and the Brownfield Plan. Complete demo is expected to take six to nine months, with buildings opening in two years, in Fall of 2023. Mr. Curran asked if asbestos has been quantified through a survey and corresponding documents. Mr. Perkoski stated that a survey has been completed, and they are currently preparing abatement and demolition specifications. Mr. Curran asked if the city will be held harmless. Mr. Perkoski answered with the contracts have not been drafted, but the City will be held harmless. Mr. Curran confirmed a UST on site, and Mr. Perkoski indicated that the intent is to remediate the small volume of soils impacted from the UST release on the northeastern portion of the property.

Mr. Wilkinson asked where the hoists were that are referred to in the Plan. Mr. Kaylor stated that the hoists were inside the physical plant, there could be some contamination, however during reconnaissance there was very little hydraulic oil.

Mr. Curran noted that there also may be lead pipe issues that need to be addressed. Mr. Perkoski stated that the onsite water distribution will be replaced.

The board expressed concerns with the interest calculation included in the Brownfield Plan.

Mr. Brickner asked if City Council had a provision for limiting the length of capture. Mr. Brauer stated that statutorily a Brownfield Plan can capture for 30 years. Ms. Seimer added that there is no provision limiting the length of capture for a Plan.

Mr. Brauer asked if the development team pursued approvals from state entities. Mr. Perkoski stated that the goal with the plan was to avoid complications and delays in the approval process, especially given that the MST if not inclined to participate in non-core communities.

Mr. Brauer asked that revisions be made to section 2.8 of the Plan to better define the eligible property. The way the plan reads currently is that Parcels B and C are facilities, however A is adjacent and contiguous to both B and C. He recommended including Parcel A in the legal descriptions and maps for the eligible property boundary, otherwise Parcels B and C would likely need separate Plans.

Mr. Brauer asked if a Site-Specific Number was assigned. Mr. Kaylor stated that they did not get a Site-Specific Number under Part 213, however, in the investigations they used screening levels for criteria as if making a Site-Specific request.

The development team was reminded that no infrastructure, or site preparation can be included. Local municipality cannot approve those costs approved for those activities unless they are a core-community, and Farmington Hills is not.

Motion by Brickner to recommend approval of the Brownfield Plan conditioned upon review of the Plan by June 30 with approval by City Administration and the Brownfield Redevelopment Authority Chair. Support by Wilkinson.

Discussion: AKT Peerless will draft letter to Edward Rose and Sons with the following items that need to be addressed within the Brownfield Plan, prior to being placed on a City Council Agenda: Removal of referenced to infrastructure improvements and site preparation; Updated legal description and site maps to include Parcel A as part of the eligible property, removal of interest, update of TIF Table format. Staff offered to meet to discuss all items to ensure that the approval of the Plan meets their needs with regards to closing on the site.

Yeas: BOLEWARE, BRAUER, BRICKNER, CURRAN, GARDINER, SKROBOLA, WILKINSON

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0

OLD BUSINESS:

A. Reimbursement Agreement for 30790 8 Mile Road

Ms. Seimer presented a Reimbursement Agreement for 30790 8 Mile Road. The Brownfield Plan was approved by the BRA on March 15, 2021, and by City Council on April 12, 2021. The developer's representative from PM Environmental, Ryan Higuchi

was also present at the BRA Meeting. Ms. Seimer stated that updates to the reimbursement agreement have been made to align with the policies and procedures currently being drafted by the BRA as well as the tax collection schedule for the finance department.

Motion by Brickner to approve the Reimbursement Agreement for 30790 8 Mile Road as presented. Support by Curran.

Yeas: BOLEWARE, BRAUER, BRICKNER, CURRAN, GARDINER,
 SKROBOLA, WILKINSON
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

B. Farmington Hills Brownfield Redevelopment Authority Policies and Procedures

Ms. Seimer reviewed the drafted Farmington Hills Brownfield Redevelopment Authority Policies and Procedures noting changes to incorporate the City's insurance policy that is included in all requests for proposals on the Michigan Intergovernmental Trade Network. Additionally, the finance department has reviewed and recommended changes to the policy to ensure that taxes are paid prior to reimbursement being authorized for each Brownfield Plan.

Ms. Seimer asked Mr. Curran if he would take a look specifically at the insurance requirements and provide his comment prior to submitting the recommended changes City Council. Mr. Curran agreed.

Motion by Curran to forward Farmington Hills Brownfield Redevelopment Authority Policies and Procedures to City Council upon final review insurance requirements. Support by Brickner.

Yeas: BOLEWARE, BRAUER, BRICKNER, CURRAN, GARDINER,
 SKROBOLA, WILKINSON
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0

C. Farmington Hills Brownfield Redevelopment Authority Local Brownfield Revolving Fund Policy

Ms. Seimer reviewed the BRA Local Brownfield Revolving Fund (LBRF) Policy with the Board. No changes had been made since the discussion at the March 15, 2021, Board meeting. The policy includes guidelines for a LBRF Grant for non-profits and public projects, loans for development projects.

Mr. Skrobola asked what type of documentation and security is typically required with loans from the LBRF. Ms. Seimer stated that the details of the loan terms are usually incorporated into the Reimbursement Agreement, a loan agreement, and also secured

with a promissory note. Additionally, the loan can also be tied into the Development/PUD agreement with the City and could include provisions for annual TIR shortfall to be sure that the City is repaid for the loan, plus interest.

Motion by Brickner to approve the Reimbursement Agreement for 30790 8 Mile Road as presented. Support by Curran.

Yeas: BRAUER, BRICKNER, CURRAN, GARDINER, SKROBOLA,
WILKINSON
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0

BOARD MEMBER COMMENTS:

There were none.

PUBLIC COMMENTS:

There were none.

NEXT MEETING DATE:

To be determined.

ADJOURNMENT:

Motion by Brickner, support by Wilkinson to adjourn the meeting.

Yeas: BRAUER, BRICKNER, CURRAN, GARDINER, SKROBOLA,
WILKINSON
Nays: NONE
Absent: BOLEWARE
Abstentions: NONE

MOTION CARRIED 6-0

Respectfully submitted, Tom Wilkinson, Secretary
Prepared by Samantha Seimer

**City of Farmington Hills
City Council Public Hearing**

DATE: July 26, 2021
TIME: 7:30 p.m.
PLACE: 31555 W Eleven Mile Road, Farmington Hills, Michigan 48336
ITEM: Brownfield Plan for 29000 W Eleven Mile Road, Farmington Hills, Michigan

PLEASE TAKE NOTICE THAT a public hearing shall be held before the City Council of the City of Farmington Hills on the adoption of a Brownfield Plan for property in the City of Farmington Hills. The public hearing is being held pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended.

The Act was enacted to provide means for local units of government to facilitate the revitalization of environmentally distressed, functionally obsolete and/or blighted areas. The Authority Board has prepared and adopted a Brownfield Plan related to the redevelopment of the Sisters of Mercy property located at 29000 W 11 Mile Road, Farmington Hills, Michigan, 48336. This site has been determined to contain hazardous substances as defined under existing environmental laws and regulations or is determined by an assessor to meet the criteria of functionally obsolete or is blighted. This document serves to notify local taxing units of the City of Farmington Hills intent to approve a Brownfield Plan for the noted property.

The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment projects included in a Brownfield Plan. Tax increment financing allows the Authority to capture tax revenues attributable to increases in the taxable value of real and personal property located on the “eligible property,” which may include certain adjacent or contiguous parcels. Increases in taxable value may be attributable to various factors, including remediation, new construction, rehabilitation, remodeling, alterations, additions, and the installation of personal property on the contaminated, functionally obsolete or blighted property.
The

This plan includes information concerning the environmental condition of the property and actions to be taken to address those conditions in connection with a proposed redevelopment project. The public hearing will include the property at the following location:

LEGAL DESCRIPTION

(Per First American Title Insurance Company, Commitment No. NCS-963283-MICH, Dated October 25, 2019, Revision No. 1)

Land in the City of Farmington Hills, Oakland County, Michigan, described as follows:

Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and being more particularly described as follows:

Part of the Southwest 1/4 of Section 13, Town 1 North, Range 9 East described as Beginning at a point distant N87°56'18"E 1098.15 feet from Southwest section corner, thence N02°39'49"W 350.19 feet, thence N25°29'43"W 673.91 feet, thence N76°46'20"W 352.79 feet, thence N39°20'09"E 234.61 feet, thence N17°14'13"E 307.50 feet, thence N57°45'47"W 257.39 feet, thence N32°31'54"E 309.72 feet, thence N57°28'06"W 500.73 feet, thence N02°45'47"W 270.45 feet, thence S67°27'09"E 1131.93 feet, thence along a curve to the left, radius 2967.79 feet, chord bears S79°37'32"E 1251.59 feet, distance of 1261.06 feet, thence N88°13'06"E 72.12 feet, thence S02°45'55"E 381.29 feet, thence S87°14'05"W 392.71 feet, thence S58°15'36"W 525.37 feet, thence S32°06'07"E 36.58 feet, thence S57°57'32"W 45.82 feet, thence N32°04'00"W 69.55 feet, thence S58°03'02"W 91.58 feet, thence S31°56'58"E 55.26 feet, thence S58°03'02"W 124.47 feet, thence S31°56'58"E 181.41 feet, thence S58°03'02"W 43.61 feet, thence S31°40'42"E 215.11 feet, thence S58°19'02"W 48.41 feet, thence S00°10'36"W 555.55 feet, thence S87°56'18"W 550.64 feet to beginning.

A map and description of the Brownfield Plan is available for public inspection at the City Manager's Office, 31555 W. Eleven Mile Road, Farmington Hills, Michigan. All aspects of the Brownfield Plan are open for discussion at the public hearing and any person interested is invited to participate in the discussion. Comments may be submitted in writing to the City Clerk at psmith@fhgov.com prior to 7:00 pm on the date of this meeting.

ORDINANCE NO. C-_____ -2021

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

AN ORDINANCE TO AMEND CHAPTER 8, "BUSINESS LICENSING" ARTICLE I, "LICENSES," OF THE FARMINGTON HILLS CODE OF ORDINANCES TO REVISE AND UPDATE PROVISIONS THROUGHOUT THE ARTICLE.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 8, "Business Licenses," is hereby amended to read as follows:

CHAPTER 8 – BUSINESS LICENSES

ARTICLE I. - LICENSES

Sec. 8-1. - Licenses.

Any person required by any provision of this Code such as, but not limited to, chapters 4, 5, 6, 8, 16, 20, 22, 23 and 32, to obtain a license prior to the conduct of an enterprise shall be subject to the regulations of this article.

Sec. 8-2. - State or county law, compliance prerequisite to issuance.

No license required by this Code shall be issued to any person who is required to procure a license or permit from the state or county until such person shall submit evidence that the required state or county license or permit has been issued and that all fees appertaining thereto have been paid.

Sec. 8-3. - Exhibition of license.

Where a trade or business is operated or carried on at a fixed place or establishment, the license shall be exhibited at all times at some conspicuous place in such place of business. Where this Code provides for specific forms or display of licenses those sections shall control over this section.

Sec. 8-4. - Default.

No license shall be issued to any person who is in default to the city.

Sec. 8-5. - Compliance with laws.

No license shall be issued to any person unless he has complied with all of the provisions of this chapter and with all of the provisions of all other laws, provisions of this Code, and rules and regulations applicable to the trade or business and the same is in full compliance with chapter 34.

Sec. 8-6. - Inspection.

All licensees shall permit the lawful inspection of their premises and facilities by authorized representatives of the issuing authority at all reasonable times for compliance with the provisions of this Code.

Sec. 8-7. - Licenses nontransferable.

All licenses issued under the provisions of this Code shall be nontransferable, except liquor licenses. Upon the transfer of ownership of any trade or business, the new owner shall obtain a license as provided in this chapter and pay the required license fee.

Sec. 8-8. - Where certification is required.

No license shall be granted where the certification of any officer of the city is required prior to the issuance thereof until such certification is made.

Sec. 8-10. - Police and/or fire departments' certificate.

In all cases where the certification of the police department or fire department is required prior to the issuance of any license by the city clerk, such certification shall be based upon a finding that the person making application or such license is of good moral character as defined in Act No. 381 of the Public Acts of Michigan of 1974 (MCL 338.41 et seq.; MSA 18.1208(1) et seq.), as amended, and if the applicant for such license proposes to conduct or is conducting the trade, profession, business, or privilege to be licensed within any building in the city that such premises comply with all of the fire regulations of the state and of the city.

Sec. 8-11. - Building inspector's certificate.

In all cases where the carrying on of the trade, profession, business, or privilege involves the use of any structure or land, a license therefor shall not be issued until the Director of Planning and Community Development, or his or her designee within said department, shall certify that the proposed use is not prohibited by chapter 34 or other zoning or building regulations of the city.

Sec. 8-12. - Suspension and revocation; cause defined.

(a) The council may suspend or revoke, for cause, any license issued by the city in the manner provided in this chapter.

(b) The term "cause," as used in subsection (a) above, means and includes the following acts or omissions when done by the licensee, by the members, officers, or principal employees of the licensee, or by employees of the licensee acting within the scope of their employment pursuant to their supervisor's direction:

(1) The doing or omitting of any act or permitting any condition to exist in connection with any trade or business for which a license is issued under the provisions of the chapter, or on or within any premises or facilities used in connection therewith, which act, omission, or condition is injurious to the health, safety, or welfare of the public; is unlawful or fraudulent; is unauthorized or beyond the scope of the license granted; or is forbidden by the provisions of this Code or rule or regulation of the city, or any state or federal law, applicable to the trade or business for which the license was issued.

(2) The arrest and conviction of the licensee for any crime involving moral turpitude, including forgery, embezzlement, obtaining money under false pretenses, larceny, extortion, conspiracy to defraud, or any other similar offense.

(3) Fraud, misrepresentation, or any false statement made in the application for license or registration.

(4) Any violation of this code.

(5) Conducting a business in an unlawful manner or in such a manner as to constitute or allow a breach of the peace or to constitute a threat or menace to the health, safety, or welfare of the public.

(6) Failure or inability of an applicant to meet and satisfy the requirements and provisions of this chapter and every ordinance of the city.

Sec. 8-13. - Procedure to suspend or revoke license.

Whenever the city manager shall have evidence which in his opinion shall warrant the suspension or revocation of a license, the city manager shall submit a complete report, in writing, to the council, which report shall detail the nature of the charges against the licensee and the city manager's recommendation as to the action to be taken. Should the council decide, after considering the matter, that if the charges against the licensee are true, the same would warrant a suspension or revocation of the licensee's license, the council shall set a time and place when it will hear the matter, which shall not be sooner than fifteen (15) days nor later than thirty (30) days from the date of its decision to hear the same and shall direct the city clerk to mail a copy of the charges and a notice of the time and place of the hearing to the licensee, by both regular mail and certified mail, return receipt requested, at the business address of the licensee identified on the licensee's most recent licensing application on file with the City or the address of licensee's registered agent filed with the State of Michigan, no later than ten (10) days prior to the time of hearing.

Sec. 8-14. - Evidence.

At the hearing, the licensee shall have an opportunity to be heard and answer the charges made against the licensee and to cross-examine all witnesses and examine all evidence produced against the licensee. City Council shall likewise have the opportunity to question all witnesses.

Sec. 8-15. - Decision of council.

Within five (5) days after hearing and weighing the evidence presented, the council shall render its decision on whether or not such license should be suspended or revoked and the licensee shall be immediately notified of such decision. If the license is to be suspended, council shall designate the period of time for the suspension to remain in effect. In all cases, the decision of the council shall be final and conclusive as of the date the decision is made, unless otherwise specified by council. If the council shall decide that the license shall be suspended or revoked, the licensee shall forthwith surrender the same to the city clerk and shall not thereafter conduct, operate, or carry on the trade or business for which he was licensed unless and until the license shall be restored or a new license is issued to the licensee.

Sec. 8-16. - Judicial review.

Pursuant to article 6, section 28 of the Michigan Constitution, all final decisions of city council which affect licenses are subject to review by the Circuit Court of the County of Oakland. Parties aggrieved by any final decision may file an appropriate action within

twenty-one (21) days of the date the decision becomes final. The filing of any action shall not operate to stay the effect of council's decision. Such stay may only be accomplished by order of the court.

Sec. 8-17. - New license.

Upon suspension or revocation of any license, the city clerk shall not issue a new license of any kind to the licensee except upon the express approval of the council.

Sec. 8-18. - Renewal.

A license can be renewed by filing an application therefor with the City Clerk, supplying the information required under this code for the original license application, and upon payment of the required license fee, provided inspection of the involved premises has been made, if required by the City Clerk or this Code.

Sec. 8-19. - Termination of business.

Any person discontinuing or terminating any licensed business, trade, or occupation covered in this chapter shall notify the city clerk to such effect personally or by certified mail, and when the discontinuance or termination is voluntary, such notice shall precede the same by thirty (30) days.

Sec. 8-20. - Fees.

Upon approval of license or renewal thereof, a license fee shall be paid in an amount to be set by resolution of the council.

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 3 of Ordinance. Savings.

The amendments of the Farmington Hills Code of Ordinances set forth in this Ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the Farmington Hills Code of Ordinances set forth in this Ordinance.

ORDINANCE NO. C-_____ -2021

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

AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES AT CHAPTER 8, "BUSINESS LICENSING" BY ADDING ARTICLE II, "SMOKING LOUNGES," TO LICENSE AND REGULATE SMOKING LOUNGES IN THE CITY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, AND WELFARE.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 8, "Business Licenses," is hereby amended to include a new Article II, "Smoking Lounges," which shall read as follows:

ARTICLE II. SMOKING LOUNGES

DIVISION 1. – GENERALLY.

Sec. 8–41. – Purpose and intent.

In 2008, the Public Health Code was amended to prohibit smoking in public places. Since that time, smoking establishments have become increasingly popular. Cigar bars and tobacco specialty retail stores that meet certain qualifications and were in existence on May 1, 2010 are exempt from the prohibition on smoking in public places, and state-issued exemption certificates may be transferred and granted by the State of Michigan. Since 2010, the City has experienced an increase in the number of various types of smoking lounges in the City raising public health and welfare concerns, and, more recently, the City has also experienced an increase in the rate of incidents—many of which are serious and potentially life-threatening—requiring police response at smoking lounges that is disproportionately higher than for other types of businesses in the community raising public safety concerns. This Article is intended to establish reasonable and uniform regulations to promote proper and responsible management and operation of smoking establishments, prevent potential adverse impacts related to the operation of these smoking establishments, and protect the public health, safety and welfare.

Sec. 8-42. – Definitions.

The following words, terms and phrases, when used in this Article, shall have the following meanings:

(a) "Cigar" means any roll of tobacco wrapped in leaf tobacco or in any substance containing tobacco. Cigar does not include a cigarette.

(b) "Cigarette" means a roll for smoking made wholly or in part of tobacco, irrespective of size or shape and irrespective of the tobacco being flavored, adulterated, or mixed with any other ingredient, which roll has a wrapper or cover made of paper or any other material. Cigarette does not include cigars.

(c) "Cigar bar" shall mean an establishment or area within an establishment that is open to the public and is designated for the smoking of cigars, purchased on the premises or elsewhere.

(d) "Hookah" means a device, including a waterpipe, used for smoking hookah tobacco that consists of a tube connected to a chamber where the smoke is cooled passing through water.

(e) "Hookah tobacco" means tobacco that is designed, manufactured, or otherwise intended for consumption by smoking in a hookah and that is flavored with honey, molasses, fruit, or other natural or artificial flavors. Hookah tobacco includes those products commonly known or referred to as narghile, argileh, shisha, hubble-bubble, molasses tobacco, waterpipe tobacco, maassel, or goza.

(f) "Noncigarette smoking tobacco" means tobacco sold in loose or bulk form that is intended for consumption by smoking and also includes roll-your-own cigarette tobacco, hookah tobacco, pipe tobacco, or a wrap.

(g) "Non-tobacco products" shall include any product or substance that is not a tobacco product but may be consumed by smoking, including, but not limited to, e-cigarettes, bidis, kreteks, clover cigarettes, herbal cigarettes, electronic and herbal hookah, steam stones, and smoking gels.

(h) "Smoking lounge" shall mean an establishment which allows use of tobacco products, non-tobacco products, or other similar legal substances on its premises, including, but not limited to, cigar bars and lounges, hookah cafes and lounges, tobacco bars and lounges, tobacco clubs, and similar types of establishments.

(i) "Smokeless tobacco" means snuff, snus, chewing tobacco, moist snuff, and any other tobacco that is intended to be used or consumed, whether heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested, by any means other than smoking or combustion.

(j) "State of Michigan Exemption Certificate" shall mean the exemption certificate required under Part 126 of the Michigan Public Health Code (MCL 333.12601, *et seq.*), being Public Act 368 of 1978, as amended from time to time.

(k) "Tobacco bar" shall mean an establishment or area within an establishment that is open to the public and is designated for the smoking of tobacco products, purchased on the premises or elsewhere.

(l) "Tobacco product" shall mean a product containing any amount of tobacco regardless of form including, but not limited to, cigarettes, cigars, noncigarette smoking tobacco, or smokeless tobacco.

DIVISION 2 – LICENSE.

Section 8-45 – License required.

(a) A person shall not operate a smoking lounge in the City without a valid and effective smoking lounge license issued pursuant to the provisions of this Chapter, subject to subsection 8-45(b).

(b) The licensing requirement under subsection 8-45(a) shall not apply, for a period of ninety days after the effective date of this section, to persons lawfully operating a smoking lounge on the effective of this section, provided such persons shall submit a completed smoking lounge license application to the City in accordance with this Article within a period of sixty days after the effective date of this section.

Section 8-46 – Chapter 8 applicability.

Smoking lounges shall be subject to the provisions of this Article and Article I of this Chapter.

Section 8-47 – License application.

An applicant for a smoking lounge license shall submit to the City Clerk a fully completed application on a form that is prepared and furnished by the City Clerk. The application shall include at least the following information:

(a) The full name and current address of the applicant(s).

(1) If the applicant is a partnership, the name and address of each partner shall be listed, and a copy of any partnership agreement shall be included as part of the application.

(2) If the applicant is a privately held corporation, the name and address of each corporate officer, member of board of directors and stockholder shall be listed, and a copy of the articles of incorporation shall be included as part of the application.

(3) If the applicant is a publicly held corporation, the name and address of each corporate officer, member of the board of directors and each stockholder who owns ten percent (10%) or more of the corporate stock shall be listed on the application.

(4) If the applicant is a limited liability company, the name and address of each member, manager and assignee of a membership interest shall be listed, and the articles of organization shall be included as part of the application.

(b) The complete name, address, and telephone number of the proposed licensed business.

(c) A written statement as to the applicant's experience in operating a smoking lounge or a similar business.

(d) The legal name and any aliases; home address; telephone numbers; date of birth; and driver's license number of all persons who will serve as a manager or agent or who will operate the proposed licensed premises, and the experience of each such person in operating a smoking lounge or a similar business.

(e) A concise statement as to the prior and current employment of each individual identified on the application.

(f) With respect to each individual identified on the application, a statement identifying and describing each and every charge and conviction or finding of responsibility of each such individual for a violation of any federal, state, or local law involving moral turpitude, dishonesty, fraud, violence, criminal sexual conduct, controlled substances, the sale, distribution, or furnishing of tobacco, or the sale, distribution, or furnishing of alcoholic liquors.

(g) A security plan for maintaining the premises as a safe and secure environment for patrons and employees and to ensure that the smoking lounge, including interior and external areas, is maintained and operated, at all times, in such a manner as not to result in breaches of the peace or a menace to the health, safety, or welfare of the public.

(h) A valid and effective State of Michigan Exemption Certificate and any other state or county permits, if required to operate the smoking lounge at the proposed licensed premises.

(i) A copy of a deed, lease, or rental agreement providing the applicant the exclusive right of use, occupancy, and possession of the proposed licensed premises as a smoking lounge.

(j) A fully executed indemnification agreement in a form approved by the City Attorney, in which the applicant agrees to indemnify and hold harmless the City and its officers, employees, agents, and representatives from any and all damages, injuries, adverse health impacts, liability, claims, actions, losses, demands and/or lawsuits, including attorney fees and costs, that arise out of the applicant's operation of the smoking lounge.

(k) Proof of insurance in the amounts and types of coverage established by resolution of City Council naming the City as an additional insured and evidencing that the applicant, as well as each person that will be employed by the applicant, is covered by such insurance policy for any and all damages, injuries, adverse health impacts, liability, claims, actions, losses, demands and/or lawsuits that arise out of the applicant's operation of the smoking lounge and the actions and inactions of its employees.

(l) If the applicant is seeking a special permit to allow live entertainment and/or dancing at the proposed licensed premises, the application shall include a floor plan of the entire premises that is drawn to scale showing the following information: the proposed size and dimensions of the designated dance-entertainment area that will be utilized for the live entertainment and/or dancing, the floor area of which shall be no less than 100 square feet; (ii) the proposed location of the designated dance-entertainment area in relation to all walls, doors, windows, areas, rooms, seats, tables, chairs, and other furniture and installations within the premises; (iii) the materials that will be used to construct the designated dance-entertainment area; (iv) how the designated dance-entertainment area will be well defined and clearly marked; and (v) how the designated dance-entertainment area will comply with all other requirements of this Article.

(m) Payment of the correct license fee to the City.

(n) Any other information reasonably determined by the City Clerk to be pertinent to the applicant and the operation of the proposed licensed business.

The holder of a smoking lounge license shall notify the city clerk of each change in any of the data required to be furnished under this section within ten (10) days after such change occurs.

Section 8–48 – Investigation and approval.

Upon receipt of a completed application, the City Clerk shall, at a minimum, forward the application materials to the Police Department, Fire Department, Building Division, and Planning and Community Development Department for review and investigation. During business hours or at another mutually agreeable time, the applicant shall allow representatives of these departments and division onto the property and into the proposed licensed premises as part of their investigation. If, after review, all City departments and divisions recommend approval of the application and unless the Clerk finds that one or more of the reasons for denial under Section 8-49 applies, the City Clerk shall approve and issue a smoking lounge license to the applicant, including a special dance-entertainment permit if applied for.

Chapter 8–49 – Basis for denial.

An application for a license for a smoking lounge license may be denied upon a recommendation for denial by any of the departments or divisions to which the application was submitted for review or for one or more of the following reasons:

(a) An applicant has previously had a license to operate a smoking lounge revoked for cause in any other community or under this Chapter.

(b) An applicant has had an exemption certificate suspended or revoked by the State of Michigan.

(c) If any of the individuals required to be identified on the application have been convicted or found responsible for a violation of any federal, state, or local law involving moral turpitude, dishonesty, fraud, violence, criminal sexual conduct, controlled substances, the sale, distribution, or furnishing of tobacco, or the sale, distribution, or furnishing of alcoholic liquors.

(d) If an applicant does not own, lease, or have some other exclusive right of possession of the proposed licensed premises.

(e) If there is an existing violation of any applicable building, electrical, mechanical, plumbing or fire prevention code, zoning regulation, or public health code on or with respect to the proposed licensed premises.

(f) The applicant does not possess a valid and effective State of Michigan Exemption Certificate and any other state or county permits, if required to operate the smoking lounge at the proposed licensed premises.

(g) Any false, incomplete, or inaccurate statement on or in the application submitted to the City under this Article.

Section 8-50 – State and county permits.

Approval of the issuance or transfer of a State-issued exemption certificate or other state or county permit shall not abrogate the requirement to apply for and obtain a smoking lounge license pursuant to this Chapter.

Section 8-51 – Expiration and renewal of licenses.

Every license issued pursuant to this article will terminate December thirty-first of each year unless sooner suspended or revoked. A smoking lounge license can be renewed in accordance with Article I of this Chapter, provided a completed renewal application is submitted to the City at least thirty days prior to expiration of a license. The city may, but is in no way obligated to, consider a renewal application submitted late, if the city clerk determines in her or his discretion that exceptional circumstances exist.

DIVISION 3 – OPERATION.

Section 8-60 – Hours of operation.

A smoking lounge shall not be open to the public between the hours of 1:00 a.m. and 8:00 a.m. No one other than current smoking lounge employees shall be on the premises of a smoking lounge between 1:00 a.m. and 8:00 a.m. on any day, and each employee shall carry proof of employment at the establishment, such as an identification badge. The manager and/or employees shall provide proof of such employment when requested to do so by a member of the police department or fire department.

Section 8-61 – Manager.

At least one manager, who must be an individual identified on the license application submitted under this Article, shall be on the premises of a smoking lounge at all times that the licensed premises is open to the public. It shall be unlawful for any person not identified on the smoker's lounge license application to work as a manager of a smoking lounge business, unless the proposed manager or operator has submitted a registration form with the individual's legal name and any aliases; home address; telephone numbers;

date of birth; and driver's license number; and, is determined qualified to serve as a manager by the city clerk, using the criteria, as set forth in this article. All managers must be over the age of twenty-one (21) years old. The licensee shall be responsible for notifying the city of any proposed change in management and ensuring that the proposed new manager has obtained the required approval before working or serving as a manager of the licensed establishment.

Section 8-62 – Age restrictions.

No person under the age of eighteen (18) years old shall be allowed in a smoking lounge at any time. The manager and/or employees shall ensure that identifications of individuals on the premises have been checked to determine that every individual is over the age of eighteen (18) years of age or older before entry into the premises. The manager and/or employees shall secure exit doors to ensure that no one has or is attempting to gain secret entry into the premises.

Section 8-63 – Standards of conduct.

A smoking lounge licensed under this Article and the licensee, including its managers, agents, and employees, shall comply with and shall be responsible for ensuring that patrons and employees comply with this City Code, applicable state laws, and all of the following, at all times:

- (a) The consumption of alcoholic beverages and use of marijuana products, of any kind, shall not be allowed.
- (b) The unlawful possession, use, or delivery of any controlled substance shall not be allowed.
- (c) Persons visibly intoxicated from the use of any substance under (a) or (b) of this section shall not be permitted to remain or loiter on the premises.
- (d) There shall be no live entertainment or dancing, unless a special dance-entertainment permit has been applied for and approved pursuant to this Article. If a special dance-entertainment permit has been issued, then any live entertainment and dancing on the licensed premises shall comply with this Article.
- (e) There shall be no gambling.
- (f) Patrons shall not loiter in the parking lot and immediately leave the parking area upon exiting the licensed premises.

(g) Patrons shall immediately exit the premises upon the close of business.

(h) The licensee shall, at all times, maintain the premises as a safe and secure environment for patrons and employees and shall ensure that the smoking lounge, including interior and external areas, is maintained and operated, at all times, in such a manner as not to result in breaches of the peace or a menace to the health, safety, or welfare of the public.

Section 8-64 – Dancing & Live Entertainment.

A licensee who is the holder of a dance-entertainment permit shall not allow dancing or live entertainment on the licensed premises, except in the designated dance-entertainment area that is the size, dimensions, and location indicated in the licensee's approved application. The designated dance-entertainment area shall be flush with the floor (not on a raised platform of any kind), shall be well defined and clearly marked, and shall be located at least eight feet away from any tables, chairs, and other obstacles while customers are dancing or the live entertainment is occurring.

Section 8-64 – Temporary Closures.

In the event of a police response to an incident at the location of a smoking lounge, which the chief of police determines to involve a continuing or likely imminent threat to the public peace or the safety and welfare of the employees and patrons of the smoking lounge, the owner, manager, and all agents and employees of the smoking lounge shall comply with a request of the police chief to temporarily close the business for the period of time the police chief deems necessary to eradicate the threat, but not to exceed six hours. This section does not apply to, supersede, or abrogate police or city authority under any other law to order the business closed.

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 3 of Ordinance. Savings.

The amendments of the Farmington Hills Code of Ordinances set forth in this Ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the Farmington Hills Code of Ordinances set forth in this Ordinance.

ORDINANCE NO. C- _____ -2021

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

AN ORDINANCE TO AMEND THE FARMINGTON HILLS CODE OF ORDINANCES AT CHAPTER 8, "BUSINESS LICENSING" BY ADDING ARTICLE III, "MINIATURE GOLF COURSES, GO-KART TRACKS, AND ARCADES," TO LICENSE AND REGULATE MINIATURE GOLF COURSES, GO-KART TRACKS, AND ARCADES IN THE CITY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, AND WELFARE.

THE CITY OF FARMINGTON HILLS ORDAINS:

Section 1 of Ordinance. Ordinance Amendment.

The Farmington Hills City Code, Chapter 8, "Business Licenses," is hereby amended to include a new Article III, "Miniature Golf Courses, Go-Kart Tracks, and Arcades," which shall read as follows:

ARTICLE III. MINIATURE GOLF COURSES, GO-KART TRACKS, AND ARCADES

DIVISION 1. – GENERALLY.

Sec. 8–75. – Purpose and intent.

The purpose of this Article is to ensure that an establishment containing a miniature golf course, arcade, go-kart track, or any combination of the latter is to provide an environment for safe and clean entertainment and enjoyment for children, families and others. It is in the interest of the public health, safety, and welfare that the equipment, environment, and atmosphere of any establishment containing a miniature golf course, arcade, go-kart track, or any combination of the latter are safe and appropriate for families, children, and other persons patronizing such establishments. Therefore, the City hereby determines that establishments having a miniature golf course, go-kart track, arcade, or any combination of any of the latter should be licensed and controlled. This Article is intended to establish reasonable and uniform regulations to promote proper and responsible management and operation of such establishments, prevent potential adverse impacts related to the operation of these establishments, and protect the public health, safety, and welfare.

DIVISION 2 – LICENSE.

Section 8–80 – License required.

(a) A person shall not operate a miniature golf course, arcade, go-kart track, or any combination of the latter in the City without a valid and effective license issued pursuant to the provisions of this Chapter, subject to subsection 8-45(b).

(b) The licensing requirement under subsection 8-45(a) shall not apply, for a period of ninety days after the effective date of this section, to persons lawfully operating a miniature golf course, arcade, go-kart track on the effective of this section, provided such persons shall submit a completed license application to the City in accordance with this Article within a period of sixty days after the effective date of this section.

Section 8-81 – Chapter 8 applicability.

Establishments containing a miniature golf course, arcade, go-kart track, or any combination of the latter shall be subject to the provisions of this Article and Article I of this Chapter.

Section 8–82 – License application.

An applicant for a license under this Article shall submit to the City Clerk a fully completed application on a form that is prepared and furnished by the City Clerk. The application shall include at least the following information:

- (a) The full name and current address of the applicant(s).
 - (1) If the applicant is a partnership, the name and address of each partner shall be listed, and a copy of any partnership agreement shall be included as part of the application.
 - (2) If the applicant is a privately held corporation, the name and address of each corporate officer, member of board of directors and stockholder shall be listed, and a copy of the articles of incorporation shall be included as part of the application.
 - (3) If the applicant is a publicly held corporation, the name and address of each corporate officer, member of the board of directors and each stockholder who owns ten percent (10%) or more of the corporate stock shall be listed on the application.

- (4) If the applicant is a limited liability company, the name and address of each member, manager and assignee of a membership interest shall be listed, and the articles of organization shall be included as part of the application.
- (b) The complete name, address, and telephone number of the proposed licensed business.
- (c) A written statement as to the applicant's experience in operating a business establishment with a miniature golf course, arcade, go-kart track, or a similar business.
- (d) The legal name and any aliases; home address; telephone numbers; date of birth; and driver's license number of all persons who will serve as a manager or agent or who will operate the proposed licensed premises, and the experience of each such person in operating a business establishment with a miniature golf course, arcade, go-kart track, or a similar business.
- (e) A concise statement as to the prior and current employment of each individual identified on the application.
- (f) With respect to each individual identified on the application, a statement identifying and describing each and every charge and conviction or finding of responsibility of each such individual for a violation of any federal, state, or local law involving moral turpitude, dishonesty, fraud, violence, criminal sexual conduct, controlled substances, the sale, distribution, or furnishing of tobacco, or the sale, distribution, or furnishing of alcoholic liquors.
- (g) A security plan for maintaining the premises as a safe and secure environment for patrons and employees and to ensure that the business, including interior and external areas, is maintained and operated, at all times, in such a manner as not to result in breaches of the peace or a menace to the health, safety, or welfare of the public.
- (h) Valid and effective state or county permits for the miniature golf course, arcade, go-kart track operations at the proposed licensed premises, if required.
- (i) A copy of a deed, lease, or rental agreement providing the applicant the exclusive right of use, occupancy, and possession of the proposed licensed premises as a business establishment with a miniature golf course, arcade, and/or go-kart track.
- (j) A fully executed indemnification agreement in a form approved by the City Attorney, in which the applicant agrees to indemnify and hold harmless the City and its officers, employees, agents, and representatives from any and all damages, injuries,

adverse health impacts, liability, claims, actions, losses, demands and/or lawsuits, including attorney fees and costs, that arise out of the applicant's operation of the licensed business.

(k) Proof of insurance in the amounts and types of coverage established by resolution of City Council naming the City as an additional insured and evidencing that the applicant, as well as each person that will be employed by the applicant, is covered by such insurance policy for any and all damages, injuries, adverse health impacts, liability, claims, actions, losses, demands and/or lawsuits that arise out of the applicant's operation of the business and the actions and inactions of its employees.

(l) Payment of the correct license fee to the city.

(m) Any other information reasonably determined by the City Clerk to be pertinent to the applicant and the operation of the proposed licensed business.

The holder of a license under this Article shall notify the city clerk of each change in any of the data required to be furnished under this section within ten (10) days after such change occurs.

Section 8-83 – Investigation and approval.

Upon receipt of a completed application, the City Clerk shall, at a minimum, forward the application materials to the Police Department, Fire Department, Building Division, and Planning and Community Development Department for review and investigation. During business hours or at another mutually agreeable time, the applicant shall allow representatives of these departments and division onto the property and into the proposed licensed premises as part of their investigation. If, after review, all City departments and division recommend approval of the application and unless the Clerk finds that one or more of the reasons for denial under Section 8-84 applies, the City Clerk shall approve and issue a license to the applicant.

Chapter 8-84 – Basis for denial.

An application for a license under this Article may be denied upon a recommendation for denial by any of the departments or divisions to which the application was submitted for review or for one or more of the following reasons:

(a) An applicant has previously had a license to operate a miniature golf course, arcade, or go-kart track revoked for cause in any other community or under this Chapter.

(b) An applicant has had a license or permit issued by the state or county suspended or revoked.

(c) If any of the individuals required to be identified on the application have been convicted or found responsible for a violation of any federal, state, or local law involving moral turpitude, dishonesty, fraud, violence, criminal sexual conduct, controlled substances, the sale, distribution, or furnishing of tobacco, or the sale, distribution, or furnishing of alcoholic liquors.

(d) If an applicant does not own, lease, or have some other exclusive right of possession of the proposed licensed premises.

(e) If there is an existing violation of any applicable building, electrical, mechanical, plumbing or fire prevention code, zoning regulation, or public health code on or with respect to the proposed licensed premises.

(f) The applicant does not possess a valid and effective state or county permit for the miniature golf course, arcade, go-kart track operations at the proposed licensed premises, if required.

(g) Any false, incomplete, or inaccurate statement on or in the application submitted to the City under this Article.

Section 8–85 – State and county permits.

Approval of the issuance any state or county licenses or permits shall not abrogate the requirement to apply for and obtain a license pursuant to this Chapter.

Section 8–86 – Expiration and renewal of licenses.

Every license issued pursuant to this Article will terminate December thirty-first of each year unless sooner suspended or revoked. A license issued under this Article can be renewed in accordance with Article I of this Chapter, provided a completed renewal application is submitted to the City at least thirty days prior to expiration of a license. The City may, but is in no way obligated to, consider a renewal application submitted late, if the city clerk determines in her or his discretion that exceptional circumstances exist.

DIVISION 3 – OPERATION.

Section 8–90 – Hours of operation.

An establishment containing a miniature golf course, arcade and/or go-kart track shall not be open to the public between the hours of 12:00 a.m. and 8:00 a.m. No one other than current employees of such an establishment shall be on the premises between 12:00

a.m. and 8:00 a.m. on any day, and each employee shall carry proof of employment at the establishment, such as an identification badge. The manager and/or employees shall provide proof of such employment when requested to do so by a member of the police department or fire department.

Section 8-91 – Manager.

At least one manager, who must be an individual identified on the license application submitted under this Article, shall be on the premises of an establishment containing a miniature golf course, arcade and/or go-kart track at all times that the licensed premises is open to the public. It shall be unlawful for any person not identified on the license application to work as a manager of an establishment containing a miniature golf course, arcade and/or go-kart track, unless the proposed manager or operator has submitted a registration form with the individual's legal name and any aliases; home address; telephone numbers; date of birth; and driver's license number; and, is determined qualified to serve as a manager by the city clerk, using the criteria, as set forth in this Article. All managers must be over the age of twenty-one (21) years old. The licensee shall be responsible for notifying the city of any proposed change in management and ensuring that the proposed new manager has obtained the required approval before working or serving as a manager of the licensed establishment.

Sec. 8-92. - First Aid Kit Maintained and Available.

A first aid kit shall be maintained and be readily available on the premises for emergency treatment or care of a minor nature at all times during which a miniature golf course, arcade and/or go-kart track is in operation.

Sec. 8-92. - Safety Standards.

On the premises of an establishment licensed under this Article, the go-kart track, go-karts, miniature golf course, arcade, and all related facilities and equipment associated with the operation of same, shall be maintained in good repair and a clean and safe condition at all times. This provision does not apply to go-karts, equipment, facilities, or areas that are under repair, provided they are not accessible to and not made available for use by the public.

Section 8-93 – Standards of conduct.

An establishment licensed under this Article and the licensee, including its managers, agents, and employees, shall comply with and shall be responsible for ensuring that patrons and employees comply with all of the following, at all times:

- (a) The consumption of alcoholic beverages and use of marijuana products, of any kind, shall not be allowed.
- (b) The unlawful possession, use, or delivery of any controlled substance shall not be allowed.
- (c) Persons visibly intoxicated from the use of any substance under (a) or (b) of this section shall not be permitted to remain or loiter on the premises.
- (d) There shall be no gambling.
- (e) Patrons shall not loiter in the parking lot and immediately leave the parking area upon exiting the licensed premises.
- (f) Patrons shall immediately exit the premises upon the close of business.
- (g) The licensee shall, at all times, maintain the premises as a safe and secure environment for patrons and employees and shall ensure that the licensed establishment, including interior and external areas, is maintained and operated, at all times, in such a manner as not to result in breaches of the peace or a menace to the health, safety, or welfare of the public.

Section 8-64 – Temporary Closure.

In the event of a police response to an incident at the location of an establishment containing a miniature golf course, arcade and/or go-kart track, which the chief of police determines to involve a continuing or likely imminent threat to the public peace or the safety and welfare of the employees and patrons of the establishment, the owner, manager, and all agents and employees of the establishment shall comply with a request of the police chief to temporarily close the business for the period of time the police chief deems necessary to eradicate the threat, but not to exceed six hours. This section does not apply to, supersede, or abrogate police or city authority under any other law to order the business closed.

Section 2 of Ordinance. Repealer.

All ordinances, parts of ordinances, or sections of the City Code in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect, and the Farmington Hills Ordinance Code shall remain in full force and effect, amended only as specified above.

Section 3 of Ordinance. Savings.

The amendments of the Farmington Hills Code of Ordinances set forth in this Ordinance do not affect or impair any act done, offense committed, or right accruing, accrued, or acquired or liability, penalty, forfeiture or punishment, pending or incurred prior to the amendment of the Farmington Hills Code of Ordinances set forth in this Ordinance.

Section 4 of Ordinance. Severability.

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, the validity of the Ordinance as a whole, or in part, shall not be affected other than the part invalidated, and such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 5 of Ordinance. Effective Date.

The provisions of this ordinance are ordered to take effect twenty-one (21) days after enactment.

Section 6 of Ordinance. Date and Publication.

This ordinance is declared to have been enacted by the City Council of the City of Farmington Hills at a meeting called and held on the ___ day of _____, 2021, and ordered to be given publication in the manner prescribed by law.

Ayes:
Nays:
Abstentions:
Absent:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the qualified and acting City Clerk of the City of Farmington Hills, Oakland County, Michigan, do certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City of Farmington Hills at a meeting held of the ___ day of _____, 2021, the original of which is on file in my office.

PAMELA B. SMITH, City Clerk
City of Farmington Hills



OFFICE OF CITY MANAGER

DATE: July 23, 2021
TO: Mayor and City Council
FROM: Gary Mekjian, City Manager
SUBJECT: Proposed November 2021 Public Safety Millage Renewal and Increase Ballot Question

The City of Farmington Hills initiated a public safety millage in 1995 and currently has two separate millages for Public Safety, both for 10-year terms staggered 5 years apart. The 2011 public safety millage is currently set at 1.6187 mills, having been rolled back from the voter approved on 1.7 mills due to the Headlee Amendment and is up for renewal consideration. Below is a summary of the financial implications of seeking a simple renewal with the Headlee reductions or asking voters to continue with the 1.7 mills.

City's Taxable value: \$3,722 billion

1.7 mills = \$6,328,528 per year (Renewal **without** Headlee Rollback)

1.6187 mills = \$6,018,533 per year (Renewal **with** Headlee Rollback)

Net positive revenue = \$309,995 per year

The overall Public Safety budget for both Fire and Police is just over \$35.4 million so this millage represents a significant part of that budget.

Since 2015, federal SAFR Grant funds have provided over \$250,000 per year of support to provide fire fighter staffing. These SAFR funds run out after FY 21-22. The additional revenue generated from continuing the millage at 1.7 mills will be used to replace revenue lost from the SAFR Grant sunseting.

If City Council approves ballot language that continues with the 1.7 mills, the financial impact to the average property taxpayer (\$100k in taxable value) in the City is approximately \$8.13 per year.

City Attorney Steve Joppich's memo to you is included in your packet. His memo details the language of the two alternative ballot questions and other legal aspects. We are recommending the first alternative outlined in his memo.

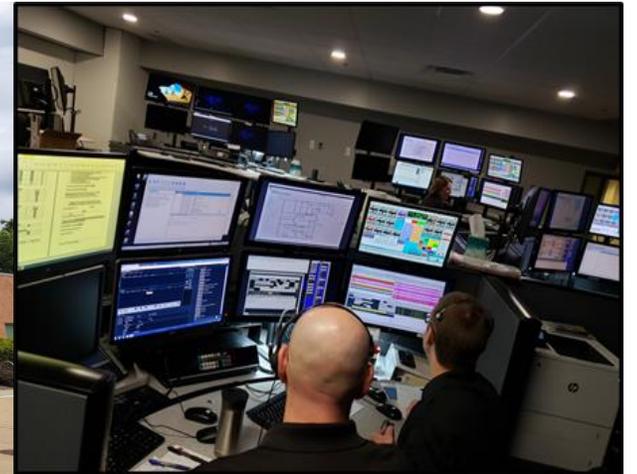
Lastly, the city can only share information about the ballot proposal. If City Council decides to put this question on the November ballot, City staff will provide ballot proposal information by holding a series of public information meetings for residents, on the City website and on social media.

Recommendation

It is my recommendation that City Council vote to put the 1.7 mill question on the ballot in November of 2021. In addition, the City has historically placed a 10-year term on public safety millages and I would recommend the same in this instance.

.

2021 PUBLIC SAFETY MILLAGE



BACKGROUND

- Farmington Hills has two separate millages for Public Safety, funding Police and Fire, including EMS and dispatch, both for 10 year terms staggered 5 years apart.
- The original Public Safety Millage was initiated in 1995 and subsequently renewed in 2003 and 2015.
- The second Public Safety Millage was initiated in 2011, which will be expiring after 2021.

BACKGROUND

- Public Safety Millage was designed to supplement funding for departmental operational needs such as:
 - Sustaining operation of all 5 Fire stations and EMS at current levels.
 - Obtaining needed capital equipment to support departmental needs.
 - Meeting staffing needs of increased service demands on Public Safety operations, including vital training.

2011 Public Safety Millage generated \$5.2 million in 2011

2022 Public Safety Millage Renewal will generate \$6.3 million in 2022

FIRE SERVICE





FHFD Stats: 2011 vs. 2020

	<u>2011</u>	<u>2020</u>
Total Incidents	7,696	10,484
Medical Incidents	5,304	6,572
Fire Incidents	123	135
Training Hours	25,000	25,153

Insurance Services Office (ISO) Rating

Scoring 1 (Great) to 10 (Worst)

2011 ISO 4 vs. Current ISO 2

FHFD is ranked in the top 5% Nationwide

1 of 17 Michigan communities with a Class 2 rating



“The ISO Fire Rating is completed by the Insurance Services Office company. They create ratings for fire departments. These ratings calculate how well-equipped fire departments are to put out fires in the community. ISO provides this score, often called the "ISO fire score," to homeowners insurance companies. Insurers then use it to help set homeowners insurance rates. The better equipped your fire department is to put out a fire, the less likely your house is to burn down. That makes your home less risky, and therefore less expensive, to insure.” <https://www.valuepenguin.com/iso-fire-rating-home-insurance>.

SAFER Grant Funding



Since 2015, Federal SAFER Grant funds have provided over \$250,000 per year of support to provide firefighter staffing; these SAFER funds are running out after FY 21-22. The additional revenue generated from the millage restoration will be used to replace the revenue lost from the SAFER grant sunseting.

The impact of losing two (2) Firefighters would be to shut down one (1) piece of fire apparatus to remove it from service.

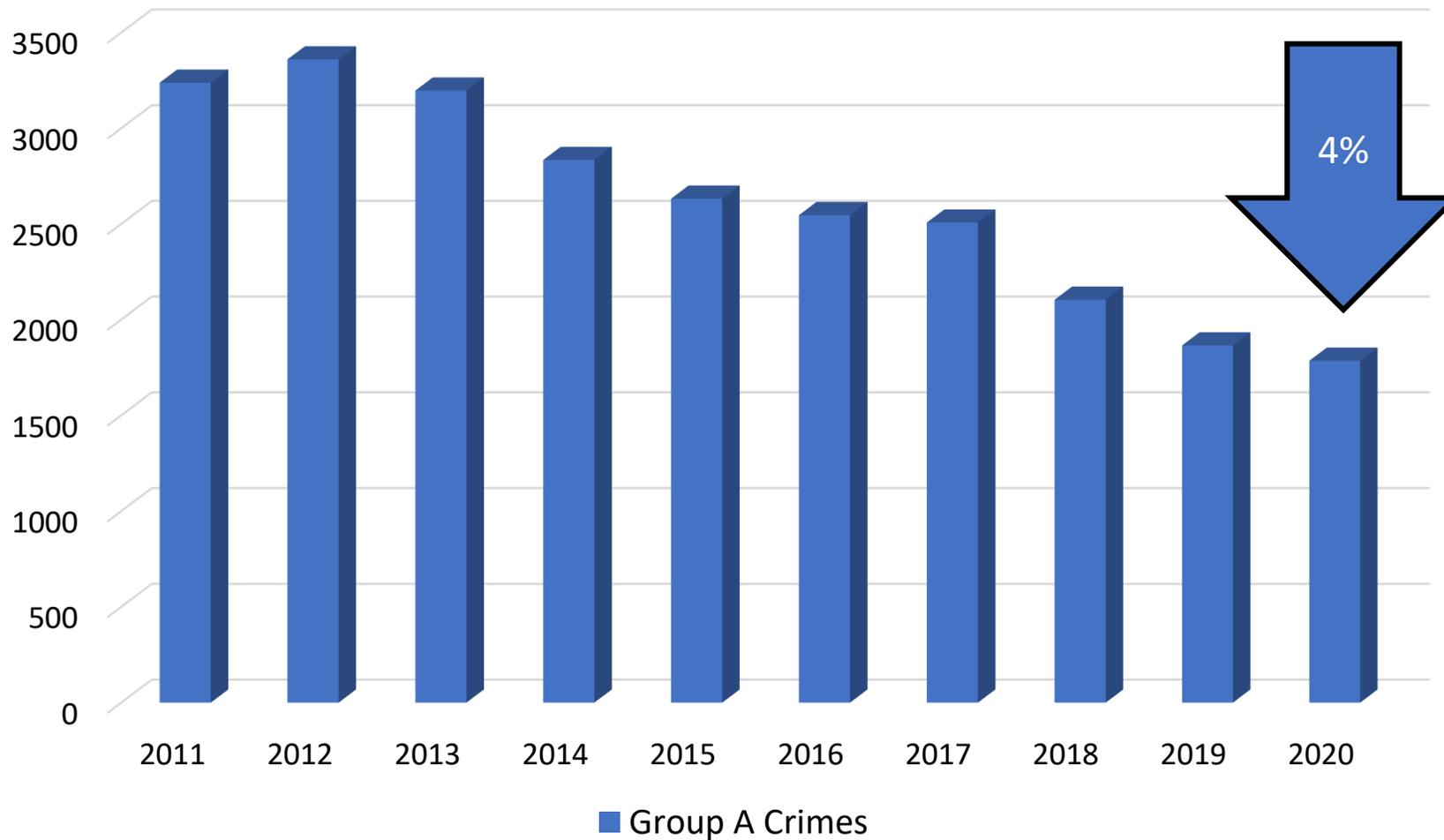


Farmington Hills Public Safety Millage Renewal Hills
Public Safety Millage Renewal

Chief Jeff King



Group A Crime





2nd Safest City in Michigan

Munetrix[®]

- Population over 80,000
- Property crimes: 1,180
- Crimes per thousand: 32.4

18th Safest City in Michigan

A LARMS.ORG

- Population: Over 80,000
- Crime Rate per 1,000: 9.23
- Violent Crimes per 1,000: 0.85
- Property Crimes per 1,000: 8.38



<u>Category</u>	<u>2011</u>	<u>2016-2020 (Average)</u>
Calls For Service	28,649 (78 per Day)	35,060 * (96 per Day)
Crashes	3,021 (9 per day)	2,698 (7 per Day)
Burglaries	319 (6.15 per Week)	125 (2.4 per Week)
Arrests	3,424 (9 per Day)	2,283 (6 per Day)
Departmental Training Hours	40 Hours, per Officer	62 Hours, per Officer (2020-82 Hours; 2021-101 Hours)



IMPACTS OF REDUCED STAFFING:

- Emergency/Non-Emergency Response (Response times, Safety of Staff and Citizenry)
- Training (Fair & Impartial Policing, Implicit Bias, Mental Health/Autism/Special Needs Response, De-Escalation, Subject Control & Care, etc.)
- Investigative capability and technical proficiency (Crime Scene, Investigative, Missing Person, Institutional Knowledge, etc.)
- Crime Prevention and Community Policing Initiatives (Preventative Patrols, Community Engagement, Neighborhood Watch, TEAM School Program, etc.)
- Recruitment and Staff Diversity
- Staff Development and Succession Planning (15 of 26 Command Officers replaced since January 2020)

ADDITIONAL SERVICES IMPLEMENTED / DEMANDED:

- Michigan Association of Chiefs of Police Accreditation (2018-104 Standards vs. 2021-109 Standards; a distinction earned by less than 6% of Mich. PD's)
- Transparency Dashboard
- Emergency Medical Dispatching
- BWC/FOIA- data processing and retention
- Autism and Mental Health Awareness & Response
- Substance Abuse Disorder Intervention (NARCAN, FAN-QRT)
- Criminal Prosecution-Diversion Programs



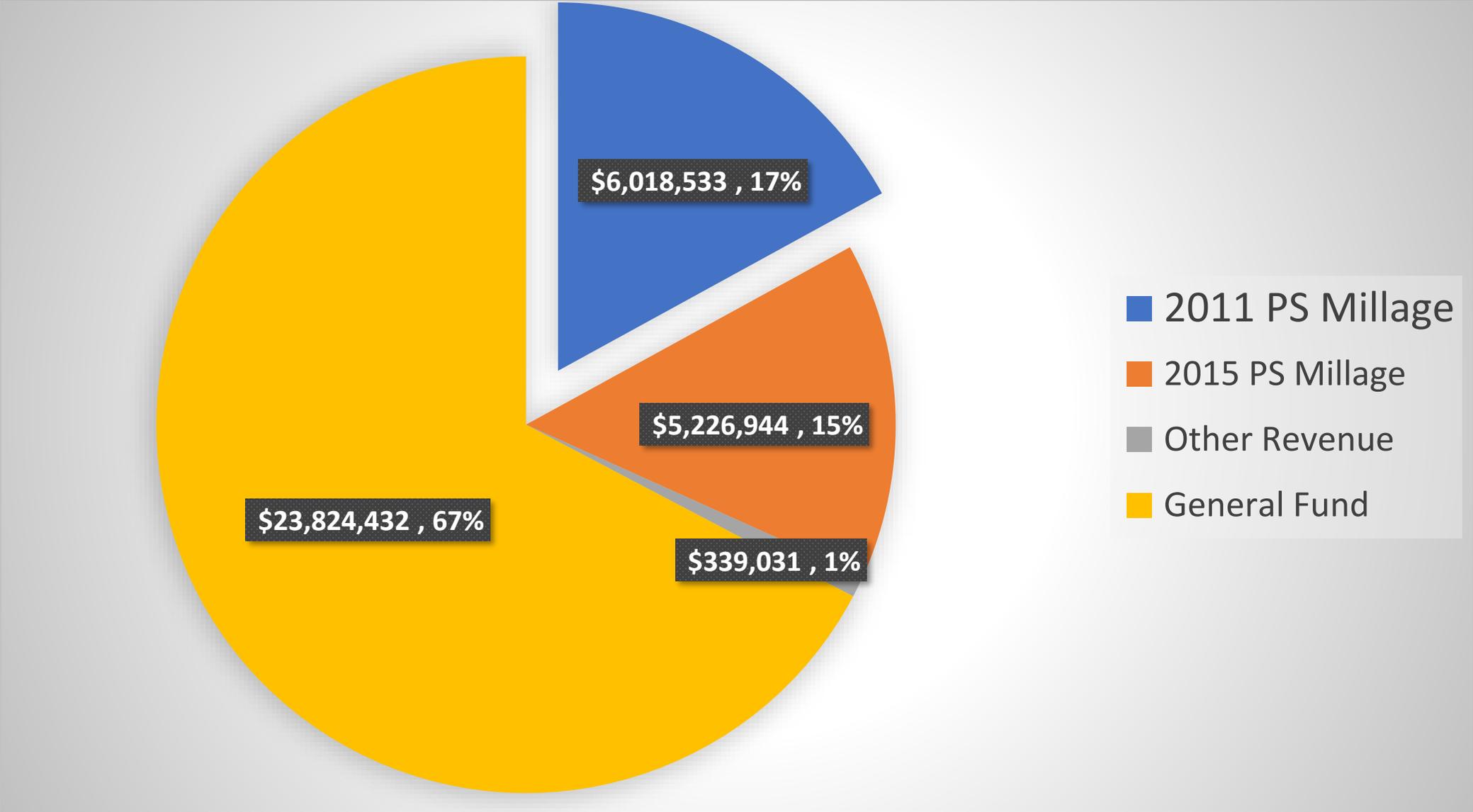
Police Department staffing has remained unchanged after the 23% reductions made between 2008-2011. Those reductions included the elimination of 40 full-time positions (16 sworn officer and 24 civilian positions).

This Public Safety Millage as recommended, will enable the Police Department to continue at current staffing levels with no additional staffing reductions. The Public Safety Millage currently supports:

- 35 sworn police officers
- 5 full-time police dispatchers, required for delivery of Emergency Medical Dispatch services
- 1 full-time civilian police dispatch supervisor

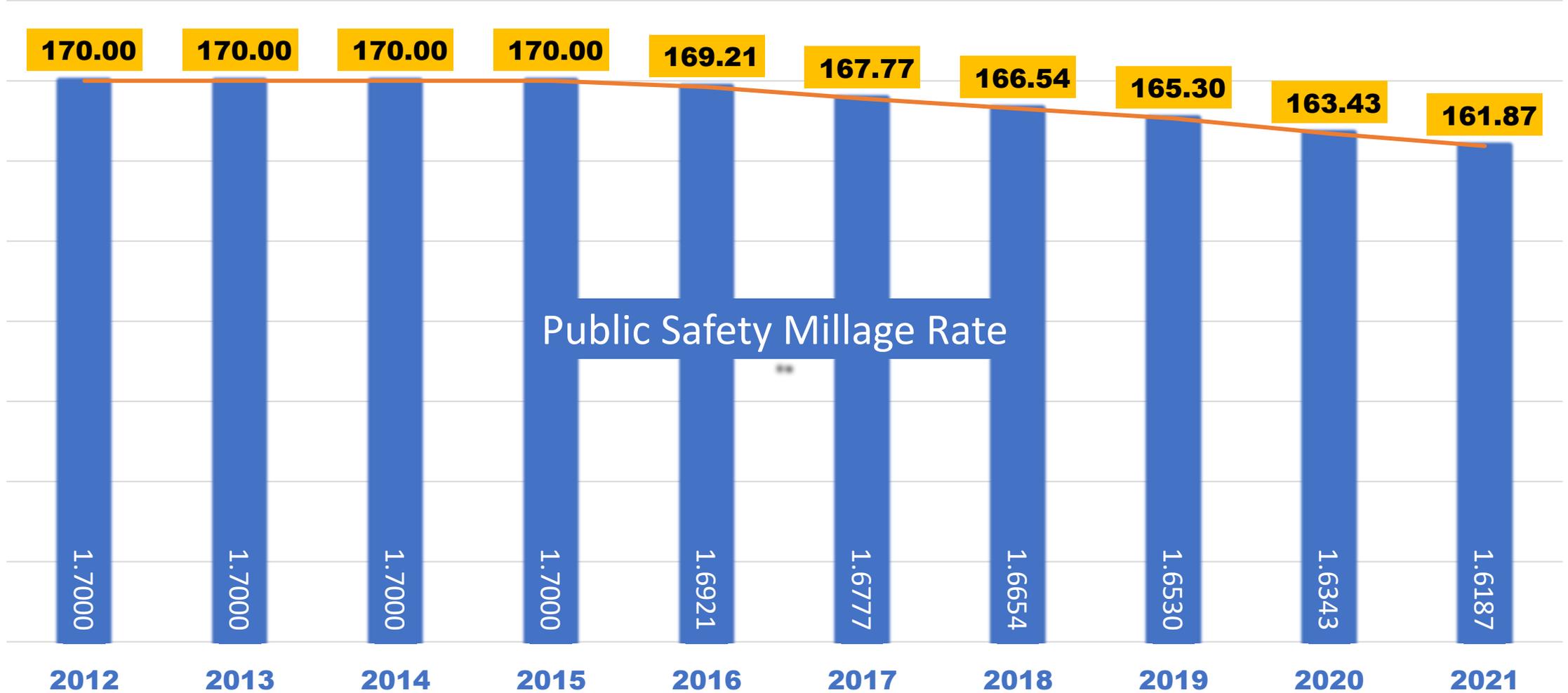
Financial Impacts

Public Safety Funding Sources: Adopted FY 2021 – 22 Budget

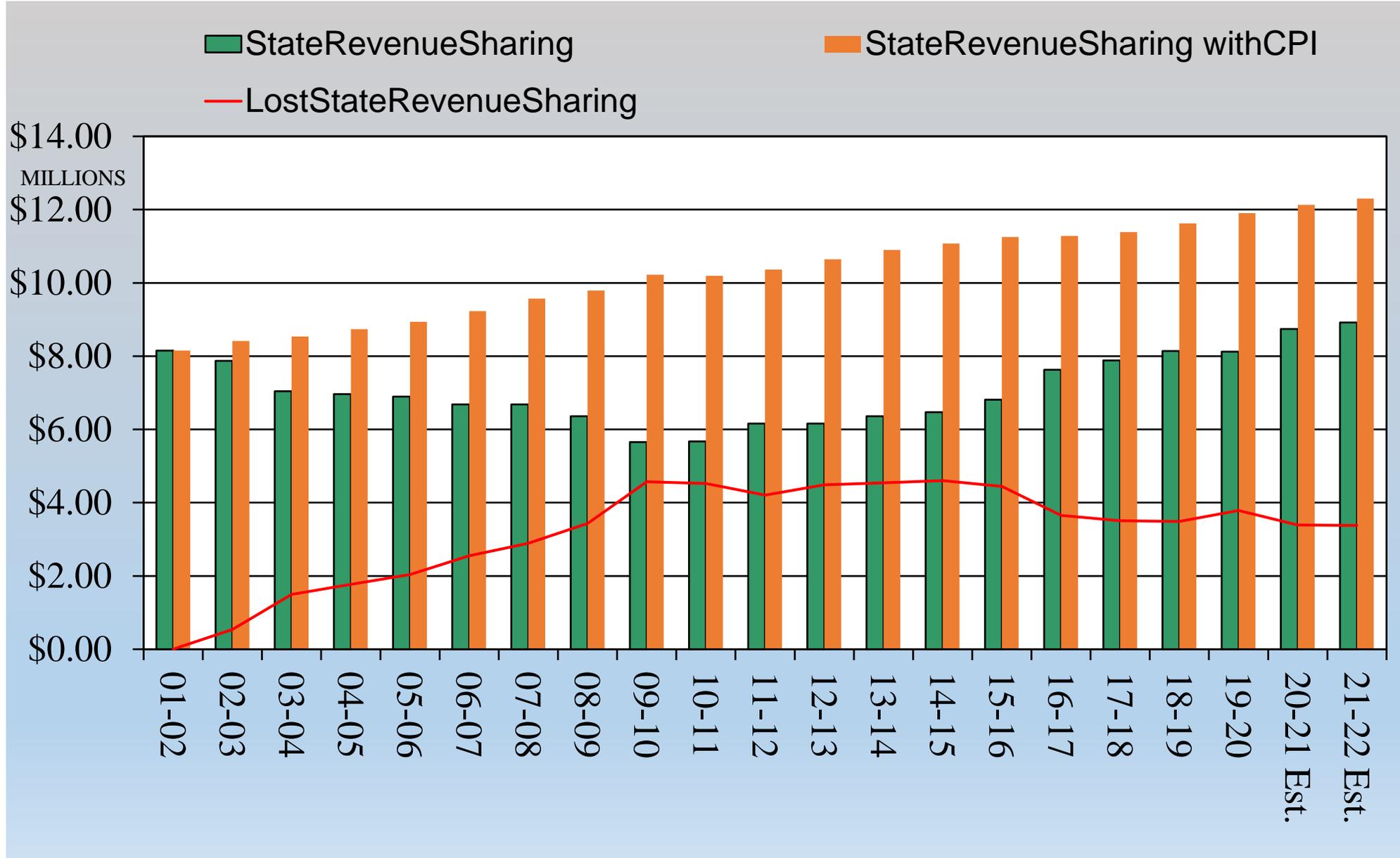


Public Safety Millage: Headlee Reduction

Average Residential Taxes (\$100k Taxable Value)



State Shared Revenues: Actual vs. CPI



Public Safety Millage: Analysis

Where does Farmington Hills' Millage Rate rank? Compared to 32 communities in Oakland County

Average Oakland County Millage Rate (2020)	18.0857
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Farmington Hills Millage Rate *	18.4441
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*2021 Millage Rate with 1.7000 for Public Safety

A Public Safety Millage of 1.7000 for an average residential property (with a Taxable Value of \$100,000) equates to **\$170** per year, which includes **\$8** to restore the original millage approved by the voters in 2011.

The restoration of the Public Safety Millage of 1.7000 would include \$309,995 annually to offset the expiring SAFER grants, maintaining current Public Safety staffing and operational levels.

RECOMMENDATION

- To place the restoration of the 1.7 mill Public Safety Millage on the November 2, 2021 ballot for consideration, which will enable the City to sustain current staffing and planned capital public safety equipment needed to maintain current operations.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**RESOLUTION REGARDING CHARTER AMENDMENT
FOR PUBLIC SAFETY MILLAGE**

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held in the City Council Chambers on _____, 2021, at 7:30 o'clock p.m., with those present and absent being:

PRESENT: _____

ABSENT: _____

the following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, pursuant to Act No. 279 of the Public Acts of Michigan of 1909, the Home Rule Cities Act (HRCA), as amended, and pursuant to City Charter Sections 7.02.A. and 10.06, provisions of the City Charter may be amended for the purposes stated herein by a Charter amendment proposal that has been approved by a majority vote of the electors of the City voting at a regular election or special election called for said purpose; and

WHEREAS, pursuant to City Charter Sections 7.02.A, a Charter amendment that includes an increase of the tax rate may be made for a specially designated purpose, providing that the specially designated purpose shall be included in a ballot question stating the nature of such purpose and the amount of ad valorem tax to be raised to fund such purpose; and

WHEREAS, pursuant to the HRCA, a City Charter amendment may be proposed by the City Council on three-fifths (3/5) vote of its seated members.

WHEREAS, the voters previously approved a Charter Amendment on November 8, 2011, amending the City Charter Tax Rate Limits to add a special tax rate of 1.7 mills for the special purposes of fire and police staffing and equipment to maintain the current levels of City public safety services, which special tax rate is currently set to expire on June 30, 2022; and

WHEREAS, such Charter Amendment is incorporated as Section 7.02d of the City Charter; and

WHEREAS, considering the City's current and forecasted fiscal circumstances, and in an effort to continue to provide the current level of public safety services, the City Council has determined that it is necessary and appropriate to submit a proposal to the voters for a continuation and increase to the original level of this additional tax rate for the special purpose of public safety functions of the

police and fire departments, at the regular election to be held on November 2, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Farmington Hills as follows:

- 1) The following proposition shall be submitted to the electors of the City at the regular election to be held in the City on November 2, 2021:

CHARTER AMENDMENT
PUBLIC SAFETY MILLAGE

Shall the Farmington Hills City Charter be amended to allow a renewal and increase to the original voter-approved level of the additional special tax rate for public safety functions of the Fire and Police Departments by authorizing the City to levy a millage in the amount of 1.7 mills, for ten years, starting with the July 2022 levy (authorizing collection of an estimated \$6,328,528 in the first year if approved and levied), which taxes are to be used for purposes of fire and police staffing and equipment to maintain the current levels of public safety services?

YES

NO

- 2) Upon adoption of the proposed amendment, Section 7.02d “Additional Special Tax Rate for Public Safety Functions of the Fire and Police Departments” of the City Charter would be amended to read as follows:

Section 7.02d. Additional Special Tax Rate for Public Safety Functions of the Fire and Police Departments.

In addition to the Charter Tax Limit stated in Section 7.02 and the Special Tax Rates stated in Sections 7.02a, 7.02c, 7.02e and 7.02f, starting with the July 2021 levy, the City may levy an annual ad valorem tax not exceeding .17% (1.7 mills) of the state equalized value of all real and personal property subject to taxation in the City. The levy shall be used only for purposes of fire and police staffing and equipment to improve the public safety function of the Fire and Police Departments of the City. This section shall be effective for a period of 10 (ten) years commencing July 1, 2022, and expiring on June 30, 2032.

- 3) The City Clerk is hereby directed to post and publish the proposed City Charter amendment set forth in Section 2 of this Resolution in a newspaper of general circulation in the City in the manner prescribed by law, and to do all other things necessary to provide for the submission of the Proposal set forth in Section 1 of this Resolution to the electors at the regular election to be held on November 2, 2021.

AYES:
NAYES:
ABSENT:
ABSTENTIONS:

RESOLUTION DECLARED ADOPTED _____, 2021.

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 _____ day of _____, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this _____ day of _____, 2021.

PAMELA B. SMITH, City Clerk
City of Farmington Hills

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**RESOLUTION REGARDING CHARTER AMENDMENT
FOR PUBLIC SAFETY MILLAGE**

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held in the City Council Chambers on _____, 2021, at 7:30 o'clock p.m., with those present and absent being:

PRESENT: _____

ABSENT: _____

the following preamble and resolution were offered by Councilperson _____ and supported by Councilperson _____:

WHEREAS, pursuant to Act No. 279 of the Public Acts of Michigan of 1909, the Home Rule Cities Act (HRCA), as amended, and pursuant to City Charter Sections 7.02.A. and 10.06, provisions of the City Charter may be amended for the purposes stated herein by a Charter amendment proposal that has been approved by a majority vote of the electors of the City voting at a regular election or special election called for said purpose; and

WHEREAS, pursuant to City Charter Sections 7.02.A, a Charter amendment that includes an increase of the tax rate may be made for a specially designated purpose, providing that the specially designated purpose shall be included in a ballot question stating the nature of such purpose and the amount of ad valorem tax to be raised to fund such purpose; and

WHEREAS, pursuant to the HRCA, a City Charter amendment may be proposed by the City Council on three-fifths (3/5) vote of its seated members.

WHEREAS, the voters previously approved a Charter Amendment on November 8, 2011, amending the City Charter Tax Rate Limits to add a special tax rate of 1.7 mills for the special purposes of fire and police staffing and equipment to maintain the current levels of City public safety services, which special tax rate is currently set to expire on June 30, 2022; and

WHEREAS, such Charter Amendment is incorporated as Section 7.02d of the City Charter; and

WHEREAS, considering the City's current and forecasted fiscal circumstances, and in an effort to continue to provide the current level of public safety services, the City Council has determined that it is necessary and appropriate to submit a proposal to the voters for continuation of this additional tax rate for the special purpose of public safety functions of the police and fire departments, at the regular election to be held on November 2, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Farmington Hills as follows:

- 1) The following proposition shall be submitted to the electors of the City at the regular election to be held in the City on November 2, 2021:

**CHARTER AMENDMENT
PUBLIC SAFETY MILLAGE**

Shall the Farmington Hills City Charter be amended to allow a renewal of the previously voter-approved additional special tax rate for public safety functions of the Fire and Police Departments by authorizing the City to continue to levy a millage in the amount of 1.6187 mills, for ten years, starting with the July 2022 levy (authorizing collection of an estimated \$6,018,533 in the first year if approved and levied), which taxes are to be used for purposes of fire and police staffing and equipment to maintain the current levels of public safety services?

YES

NO

- 2) Upon adoption of the proposed amendment, Section 7.02d “Additional Special Tax Rate for Public Safety Functions of the Fire and Police Departments” of the City Charter would be amended to read as follows:

Section 7.02d. Additional Special Tax Rate for Public Safety Functions of the Fire and Police Departments.

In addition to the Charter Tax Limit stated in Section 7.02 and the Special Tax Rates stated in Sections 7.02a, 7.02c, 7.02e and 7.02f, starting with the July 2021 levy, the City may levy an annual ad valorem tax not exceeding .16187% (1.6187 mills) of the state equalized value of all real and personal property subject to taxation in the City. The levy shall be used only for purposes of fire and police staffing and equipment to improve the public safety function of the Fire and Police Departments of the City. This section shall be effective for a period of 10 (ten) years commencing July 1, 2022, and expiring on June 30, 2032.

- 3) The City Clerk is hereby directed to post and publish the proposed City Charter amendment set forth in Section 2 of this Resolution in a newspaper of general circulation in the City in the manner prescribed by law, and to do all other things necessary to provide for the submission of the Proposal set forth in Section 1 of this Resolution to the electors at the regular election to be held on November 2, 2021.

AYES:

NAYES:

ABSENT:

ABSTENTIONS:

RESOLUTION DECLARED ADOPTED _____, 2021.

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 _____ day of _____, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this _____ day of _____, 2021.

PAMELA B. SMITH, City Clerk
City of Farmington Hills

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – July 26, 2021

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

Administrative Summary

- The Evergreen-Farmington Sanitary Drain (EFSD) serves fifteen (15) Oakland County municipalities. The City of Farmington Hills discharges public sanitary sewage to the EFSD for ultimate conveyance to Great Lakes Water Authority (GLWA) interceptor system and treatment at the GLWA Wastewater Recovery Facility.
- The EFSD is under an Administrative Consent Order (ACO) issued by the Michigan Department of the Environment, Great Lakes and Energy (EGLE). The ACO requires certain improvements to the EFSD system to reduce the occurrence of Sanitary Sewer Overflows (SSO) to the Rouge River system during wet weather events.
- The ACO corrective actions needed include purchasing additional outlet capacity from GLWA and construction of projects near 8 Mile and Evergreen Roads. This will allow peak wet weather sanitary flow from the 15 communities to reach the outlet that drains to the GLWA system.
- To facilitate these improvements, a new service agreement between the customer communities and the EFSD is needed. This agreement is authorized under Section 471 of the Michigan Drain Code.
- The EFSD 471 agreement will replace the existing 1989 intermunicipal agreement, establish new community contract capacities, and provide a means of financing and completing projects necessary to bring the system into compliance.
- The City of Farmington Hills has its own ACO which requires collaboration and participation in the EFSD SSO improvement projects. Successful completion of these improvements will allow both the City and the EFSD to fulfill their ACO obligations.
- City Staff, the City Attorney's office, and EFSD member communities have been working with Oakland County on the proposed 471 Agreement for several months. The version presented is amenable to all parties as well as EGLE.

RECOMMENDATION

IT IS RECOMMENDED THAT City Council authorize the City Manager to sign the Evergreen-Farmington Sanitary Drain Chapter 20 Section 471 Agreement.

Support Documentation

The Evergreen Farmington Sanitary Sewage Disposal System was recently converted to a Chapter 20 Drain by petition of several member communities in accordance with the Michigan Drain Code. The Evergreen Farmington Sanitary Drain is under an Administrative Consent Order by the Michigan Department of Environment, Great Lakes and Energy (EGLE) for ongoing sanitary sewer overflows during large rain events. As part of the transition to the EFSD, the Oakland County Water Resources Commissioner's Office along with the fifteen member communities and their respective legal counsel have worked on an updated service agreement. This agreement, often called a 471 Agreement, named after section 471 of the Drain Code is needed to address certain issues of administering the EFSD that are not otherwise specified within Chapter 20 of the Drain Code, such as the carrying over of existing debt from the EFSDs for repayment by the EFSD providing the system authority for establishing regional operations, providing flow capacities in line with community ACO requirements. It replaces the outdated 1989 intermunicipal agreement and requires approval of all communities served by the EFSD. It also includes apportionment assessments, improvement plans and cost estimates, and describes rate methodology which is not anticipated to change from current practice. Execution of this agreement along with completion of the improvement projects will help fulfill the City's own ACO requirements with EGLE.

Prepared by: Karen Mondora, PE, Director of Public Services
Approval by: Gary M. Mekjian, PE, City Manager

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS.

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Drainage District:

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

Public Corporation:

Authorized representative for such Public Corporation

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

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

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

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

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

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

[Signatures on next page]

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

**EVERGREEN-FARMINGTON SANITARY
DRAIN DRAINAGE DISTRICT**

By: _____

Its: _____

COUNTY OF OAKLAND

By: _____

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

CITY OF AUBURN HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BEVERLY HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF BINGHAM FARMS

By: _____

Its: _____

And: _____

Its: _____

CITY OF BIRMINGHAM

By: _____

Its: _____

And: _____

Its: _____

TOWNSHIP OF BLOOMFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF BLOOMFIELD HILLS

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON

By: _____

Its: _____

And: _____

Its: _____

CITY OF FARMINGTON HILLS

By: _____

Its: _____

And: _____

Its: _____

VILLAGE OF FRANKLIN

By: _____

Its: _____

And: _____

Its: _____

CITY OF KEEGO HARBOR

By: _____

Its: _____

And: _____

Its: _____

CITY OF LATHRUP VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF ORCHARD LAKE VILLAGE

By: _____

Its: _____

And: _____

Its: _____

CITY OF SOUTHFIELD

By: _____

Its: _____

And: _____

Its: _____

CITY OF TROY

By: _____

Its: _____

And: _____

Its: _____

**CHARTER TOWNSHIP OF WEST
BLOOMFIELD**

By: _____

Its: _____

And: _____

Its: _____

INDEX OF EXHIBITS

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

EXHIBIT 1

TOWN OUTLET CAPACITIES

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

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

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

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

EXHIBIT 2

INDEX OF OUTSTANDING EFSDS BONDS

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

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

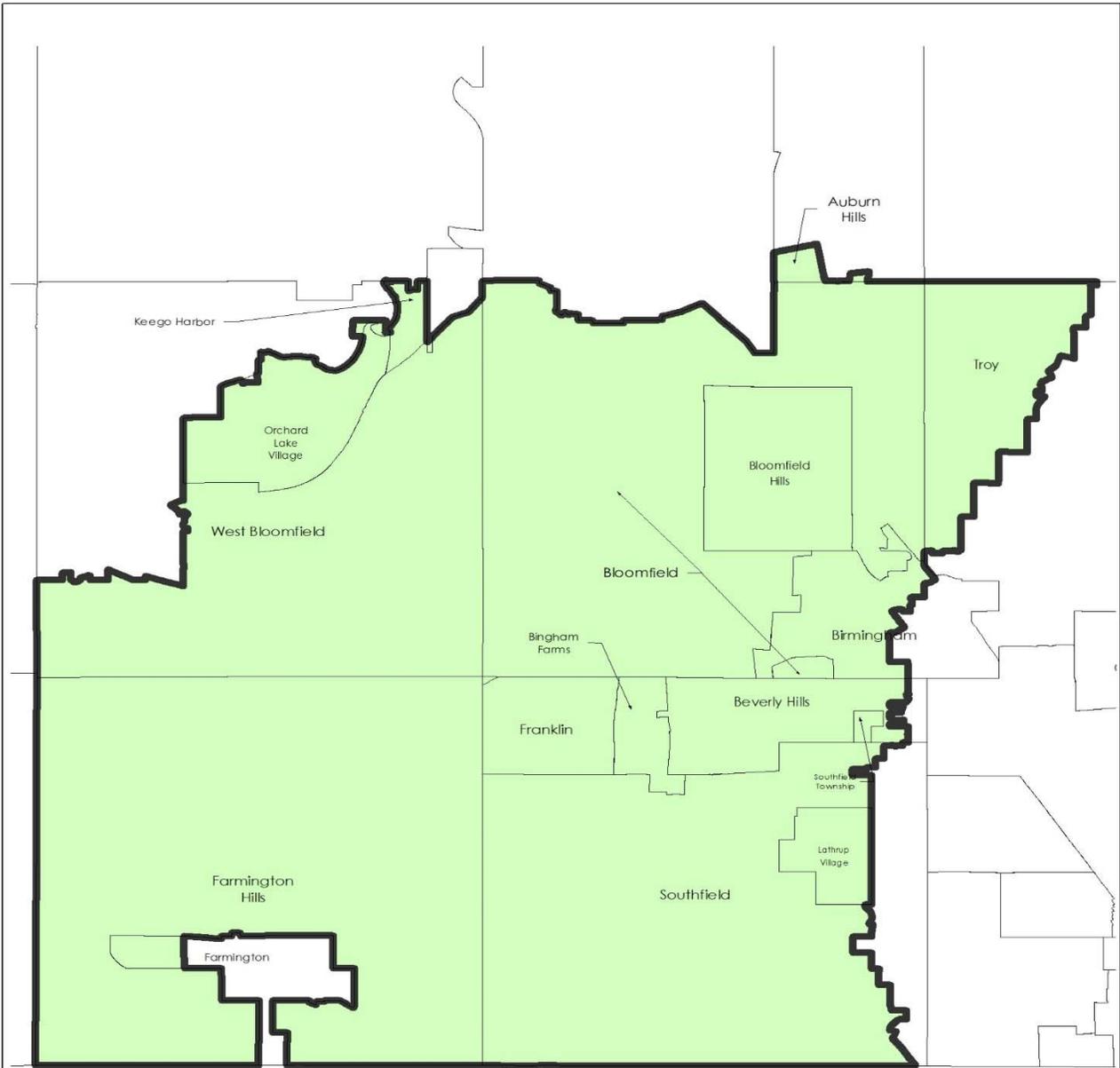
EXHIBIT 3

PUBLIC CORPORATION ADMINISTRATIVE CONSENT ORDERS

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

EXHIBIT 4

SERVICE AREA MAP



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

Legend

- Municipal District
- Evergreen Farmington Sanitary Drain



Not To Scale



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

Revised Date: 5/2021
Client: Michigan Land Util. Div. (CLUD) \GIS\MapServer\Project\GISData\Boroughs & Township

EXHIBIT 5

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

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

EXHIBIT 6

PROJECT PRELIMINARY PLANS AND COST ESTIMATES

Overall Project Preliminary Plans and Cost Estimates

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

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

Project Name: GLWA Capacity Purchase

Owner: Evergreen-Farmington Sanitary Drain

Location: Various

Engineer of Record: Applied Science, Inc.,

Estimated Purchase Capacity: \$33,000,000

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

Tentative Purchase Date: December 2021-January 2022

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

Project Name: 8 Mile Road Outlet Conveyance

Owner: Evergreen Farmington Sanitary Drain

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

Engineer of Record: Fishbeck

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

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

Tentative Bid Date: Spring of 2022

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

Project Name: Lathrup Village Sanitary Retention Tank Improvements

Owner: Lathrup Village

Location: 19600 Sunnybrook Avenue, Lathrup Village, Michigan

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

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

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

Tentative Bid Date: Spring of 2022

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

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

Owner: Evergreen-Farmington Sanitary Drain

Location: Evergreen Road 8 Mile to 14 Mile

Engineer of Record: Applied Science, Inc.

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

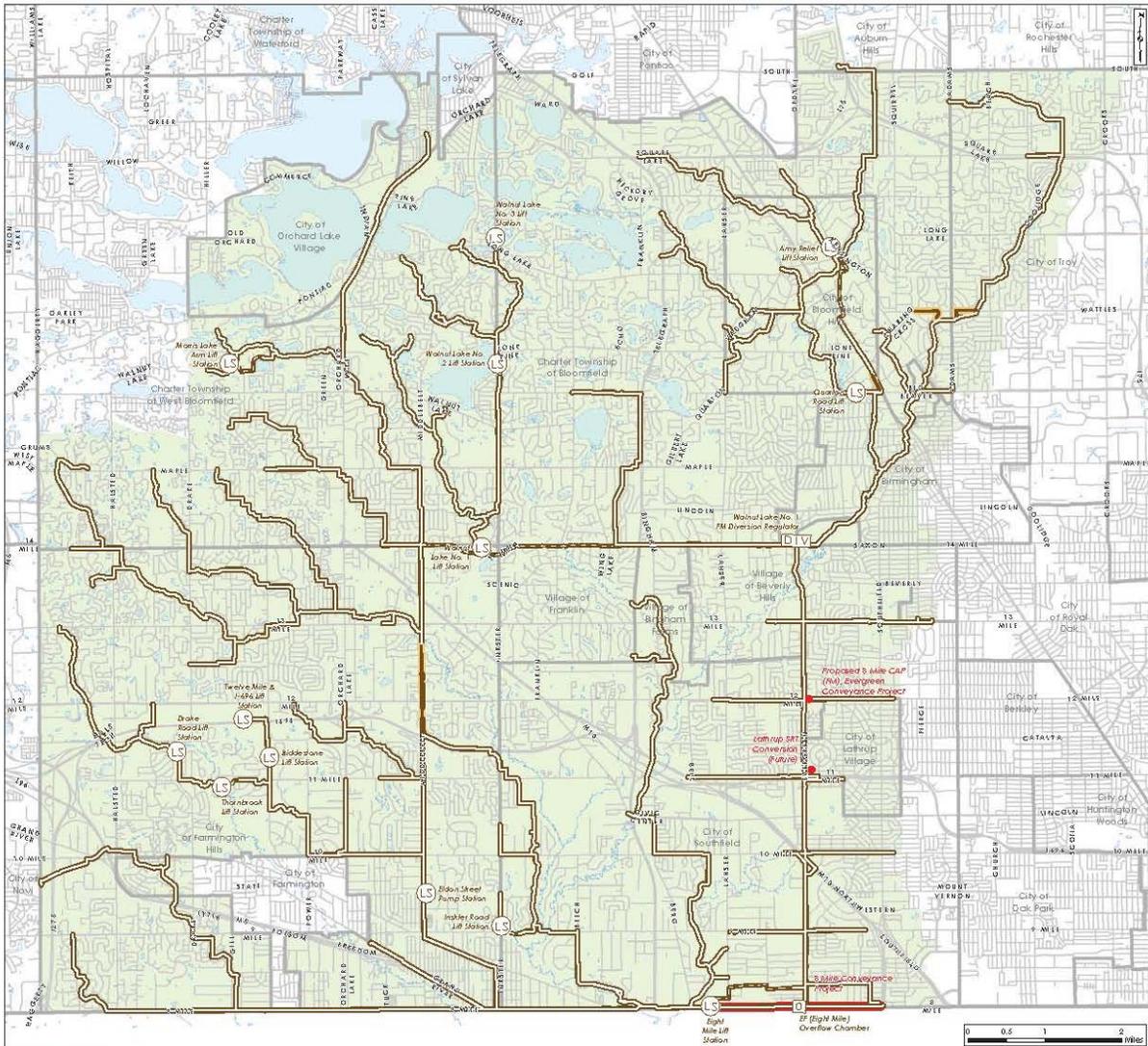
Total Estimated Project Cost: \$5,480,000

Tentative Bid Date: January-February 2022

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

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

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



DISCLAIMER:
 The information displayed on this map is compiled from various data sources. While every effort is made to ensure the accuracy of the information, the WRC does not warrant or represent that the information is complete, current, or error-free. The information is provided for informational purposes only and should not be used for any other purpose without the express written consent of the WRC.

Evergreen-Farmington Route and Course

- Overflow Chamber
- Division Regulator
- Lift Station
- EDEC Classy Inverse error
- EDEC Inverse Storage
- EDEC Non-Classy Inverse error
- EDEC Diver

Date: 4/13/2021

Path: C:\Data\Projects\GIS\MapServer\Projects\111505\Drawings\Route_and_Course.mxd

EXHIBIT 7

FINAL ORDER OF APPORTIONMENT ASSESSMENT PERCENTAGES

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

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – July 26, 2021

SUBJECT: Consideration of authorization of a cost participation agreement between the Road Commission for Oakland County (RCOC) and the City of Farmington Hills for the resurfacing of 12 Mile Road from Farmington Road to Orchard Lake Road.

Administrative Summary

- The RCOC has been planning a road resurfacing project for 12 Mile Road from Farmington Road to Orchard Lake Road. Bids for the project have been received and construction is anticipated to start in mid to late August of 2021.
- The total construction costs is projected at \$1,628,350 with federal funding being provided in the amount of \$1,332,804. This leaves a cost to the local governments of \$295,546 that the RCOC and City of Farmington Hills share equally.
- The City of Farmington Hills is responsible for ½ the local share which totals \$147,773.
- By utilizing tri-party funding, the City, the RCOC and the Oakland County General Government all contribute 1/3 of the costs respectively. As a result, the City’s actual contribution utilizing this funding mechanism is \$49,258.
- It is recommended that the City enter into cost participation agreement with the RCOC to fund the City’s local share.

RECOMMENDATION

IT IS RESOLVED, that the City of Farmington Hills authorize the City Manager and City Clerk to sign and enter into a cost participation agreement for Board Project #55021 with the Road Commission of Oakland County to address the cost sharing responsibilities for the road resurfacing project on 12 Mile Road between Farmington Road and Orchard Lake Road.

Support Documentation

The following illustrates the proposed funding of this construction project:

**PRELIMINARY CONSTRUCTION COSTS -
Resurfacing of 12 Mile Road from Farmington Road to Orchard Lake Road**

ITEM	TOTAL ESTIMATED COST	FEDERAL FUNDING	LOCAL SHARE
CONSTRUCTION COSTS	\$1,628,350	\$1,332,804	\$295,546

LOCAL SHARE BREAKDOWN

RCOC SHARE	Farmington Hills SHARE
\$147,773	\$147,773



**FURTHER BREAKDOWN OF FARMINGTON HILL'S SHARE
UTILIZING TRI-PARTY FUNDING**

COST TO FARMINGTON HILLS	ROAD COMMISSION OF OAKLAND COUNTY	OAKLAND COUNTY BOARD OF COMMISSIONERS
\$49,258	\$49,258	\$49,258

Prepared by Mark S. Saksewski, P.E., Senior Engineer
Approved by James Cubera, P.E., City Engineer
Departmental Authorization by Karen Mondora, P.E., Director of Public Services
Approval by Gary Mekjian, P.E., City Manager

COST PARTICIPATION AGREEMENT

CONSTRUCTION

12 Mile Road

Farmington Road to Orchard Lake Road

City of Farmington Hills

Board Project No. 55021

This Agreement, made and entered into this _____ day of _____, 2021, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Farmington Hills, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD and the COMMUNITY, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the resurfacing of 12 Mile Road from Farmington Road to Orchard Lake Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,628,350; and

WHEREAS, the BOARD will enter into a contract with MDOT for partial funding of the PROJECT with federal dollars under the Surface Transportation Program in the amount of \$1,332,804; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL SHARE; and

WHEREAS, the COMMUNITY'S share of said LOCAL SHARE involves certain designated and approved Tri-Party Program funding in the amount of \$147,773, which shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL SHARE and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor. Any costs incurred by the BOARD prior to this agreement date shall be allowable.
3. The estimated total LOCAL SHARE is \$295,546 and shall be funded and invoiced simultaneously as follows:
 - a. The BOARD shall contribute \$147,773 or one-half of the estimated LOCAL SHARE.
 - b. The COMMUNITY shall contribute \$147,773 or one half of the estimated LOCAL SHARE and has elected to use \$147,773 in Tri-Party Program funds to fund their share.
 - c. Any PROJECT overages shall be shared equally between the BOARD and the COMMUNITY.
4. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$49,258 (being 100% of the COMMUNITY'S Tri-Party contribution).
5. After execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$49,258 (being 100% of the COUNTY'S Tri-Party contribution).

- a. The invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

6. The total actual LOCAL SHARE will be determined from the records of the BOARD upon completion of State financial audits of the PROJECT and a final determination of the total federal funds used on the PROJECT. Final adjustments in the financial obligations of the parties hereto will be made upon completion of the required audits.
7. Upon receipt of said invoice(s), the COMMUNITY and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE
COUNTY OF OAKLAND
A Public Body Corporate

By _____

Its _____

CITY OF FARMINGTON HILLS

By _____

Its _____

EXHIBIT A

TRI-PARTY PROGRAM

12 Mile Road

Farmington Road to Orchard Lake Road

City of Farmington Hills

Board Project No. 55021

Resurfacing of 12 Mile Road from Farmington Road to Orchard Lake Road.

ESTIMATED PROJECT COST

Contractor Payments	\$1,628,350
Less Federal Funds	<u>\$1,332,804</u>
Total Estimated Local Share	<u><u>\$295,546</u></u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	COUNTY	BOARD	TOTAL
FY2019 Tri-Party Program	\$49,258	\$49,258	\$49,257	\$147,773
Contribution	\$0	\$0	\$147,773	\$147,773
TOTAL SHARES	\$49,258	\$49,258	\$197,030	\$295,546

REPORT FROM THE CITY MANAGER TO CITY COUNCIL – July 26, 2021

SUBJECT: AWARD OF BID FOR THE HERITAGE PARK BRIDGE REPLACEMENT

ADMINISTRATIVE SUMMARY:

- Sealed bids were solicited, posted on the MITN e-procurement system, opened, and read aloud on June 23, 2021 for the replacement of the Heritage Park Bridge. Bid notification was sent to over two-hundred (200) vendors with five (5) responding.
- The current bridge provides the only access to west side of Heritage Park for both park users and maintenance. It was installed over thirty years ago, is deteriorating and needs replacement. Each year the City of Farmington Hills spends thousands of dollars in materials & staff hours to maintain the failing structure.
- The proposed bridge solution is an engineered prefabricated bridge structure with helical pier foundation. This type of structure will provide a safe, long term solution for the City. The installation of the bridge will be done feet from the existing bridge to allow access during construction. The project scope includes staging & site access management in a very challenging environment. The bridge is half a mile from the nearest trail entrance. Additional scope includes tree & site clearing, excavation, earthwork, streambank stabilization and all labor & materials for the safe provision & installation of the pre-fabricated structure.
- The work on the Heritage Park Bridge is expected to begin in late summer 2021, with expected completion and final details early spring 2022.
- Funding for this purchase is being provided by the Parks Millage Fund, Sustainability account, Special Services Operating account (totaling \$104,017) and donations from residents toward the project (totaling \$235,000)

RECOMMENDATION:

IT IS RESOLVED that the City Council of Farmington Hills authorize the City Manager to sign a contract & issue a purchase order to L. J. Construction, Inc. in the amount of \$339,017.00.

Prepared by: Michelle Aranowski, Senior Buyer
Reviewed by: Kelly Monico, Director of Central Services
Reviewed by: April Heier, Parks Maintenance Supervisor
Reviewed by: Bryan Farmer, Deputy Director of Special Services
Reviewed by: Ellen Schnackel, Director of Special Services
Approved by: Gary Mekjian, City Manager

City of Farmington Hills
 Bid tabulation
 Bid #itb-fh-21-22-2285
 Heritage Park Bridge Replacement
 Opened 06/23/2021

Recommended for award

LN	DESCRIPTION	EST. QTY.	UNIT	Z Contractors, Inc. Shelby Township, MI Bond? - Yes		E. C. Korneffel Trenton, MI Bond? - Yes		C. A. Hull Co., Inc. Walled Lake, MI Bond? - Yes		Anglin Civil, LLC Livonia, MI Bond? - Yes		L. J. Construction, Inc. Clifford, MI Bond? - Yes	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Mobilization (Max 5%)	1	LS	\$ 34,500.00	\$ 34,500.00	\$ 25,000.00	\$ 25,000.00	\$ 22,500.00	\$ 22,500.00	\$ 19,500.00	\$ 19,500.00	\$ 16,000.00	\$ 16,000.00
2	Erosion Control, Silt Fence	160	FT	\$ 5.00	\$ 800.00	\$ 2.00	\$ 320.00	\$ 5.00	\$ 800.00	\$ 3.45	\$ 552.00	\$ 4.00	\$ 640.00
3	Erosion Control, Turbidity Curtain	80	FT	\$ 24.00	\$ 1,920.00	\$ 30.00	\$ 2,400.00	\$ 5.00	\$ 400.00	\$ 28.75	\$ 2,300.00	\$ 20.00	\$ 1,600.00
4	Clearing, Tree Removal, and Access	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,955.00	\$ 7,955.00	\$ 26,040.00	\$ 26,040.00	\$ 28,750.00	\$ 28,750.00	\$ 50,000.00	\$ 50,000.00
5	Tree Protection Fencing	110	FT	\$ 3.00	\$ 330.00	\$ 14.00	\$ 1,540.00	\$ 5.00	\$ 550.00	\$ 5.75	\$ 632.50	\$ 5.00	\$ 550.00
6	Rem, Ex Aggregate Trail	140	SYD	\$ 15.00	\$ 2,100.00	\$ 15.00	\$ 2,100.00	\$ 15.00	\$ 2,100.00	\$ 17.25	\$ 2,415.00	\$ 5.00	\$ 700.00
7	Rem, Ex Bridge and Abutments	1	LS	\$ 325,700.00	\$ 325,700.00	\$ 195,000.00	\$ 195,000.00	\$ 30,000.00	\$ 30,000.00	\$ 17,250.00	\$ 17,250.00	\$ 25,000.00	\$ 25,000.00
8	Earthwork, Clean Fill	150	CYD	\$ 33.00	\$ 4,950.00	\$ 45.00	\$ 6,750.00	\$ 75.00	\$ 11,250.00	\$ 28.75	\$ 4,312.50	\$ 15.00	\$ 2,250.00
9	Cofferdams	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 0.01	\$ 0.01	\$ 4,000.00	\$ 4,000.00	\$ 11,500.00	\$ 11,500.00	\$ 5,000.00	\$ 5,000.00
10	Excavation, Fdn	75	CYD	\$ 40.00	\$ 3,000.00	\$ 100.00	\$ 7,500.00	\$ 50.00	\$ 3,750.00	\$ 23.00	\$ 1,725.00	\$ 20.00	\$ 1,500.00
11	Backfill, Structure, CIP	54	CYD	\$ 50.00	\$ 2,700.00	\$ 75.00	\$ 4,050.00	\$ 75.00	\$ 4,050.00	\$ 105.41	\$ 5,692.14	\$ 30.00	\$ 1,620.00
12	Conc, Grade S2, Subfooting	2	CYD	\$ 825.00	\$ 1,650.00	\$ 1,600.00	\$ 3,200.00	\$ 3,500.00	\$ 7,000.00	\$ 2,300.00	\$ 4,600.00	\$ 1,000.00	\$ 2,000.00
13	Steel Helical Pier	16	EA	\$ 1,772.00	\$ 28,352.00	\$ 1,500.00	\$ 24,000.00	\$ 1,772.00	\$ 28,352.00	\$ 2,300.00	\$ 36,800.00	\$ 1,500.00	\$ 24,000.00
14	Steel Helical Pier, Additional 7' Section	8	EA	\$ 195.00	\$ 1,560.00	\$ 310.00	\$ 2,480.00	\$ 195.00	\$ 1,560.00	\$ 862.50	\$ 6,900.00	\$ 225.00	\$ 1,800.00
15	Steel Helical Pier, Load Testing	1	EA	\$ 9,988.00	\$ 9,988.00	\$ 22,500.00	\$ 22,500.00	\$ 9,988.00	\$ 9,988.00	\$ 2,300.00	\$ 2,300.00	\$ 5,000.00	\$ 5,000.00
16	Substructure Conc, Modified	18	CYD	\$ 2,500.00	\$ 45,000.00	\$ 1,600.00	\$ 28,800.00	\$ 3,500.00	\$ 63,000.00	\$ 1,822.75	\$ 32,809.50	\$ 750.00	\$ 13,500.00
17	Joint Waterproofing	56	SFT	\$ 9.00	\$ 504.00	\$ 40.00	\$ 2,240.00	\$ 5.00	\$ 280.00	\$ 23.00	\$ 1,288.00	\$ 15.00	\$ 840.00
18	Water Repellent Treatment, Penetrating	28	SYD	\$ 75.00	\$ 2,100.00	\$ 70.00	\$ 1,960.00	\$ 45.00	\$ 1,260.00	\$ 57.50	\$ 1,610.00	\$ 30.00	\$ 840.00
19	Pedestrian Railing, Wingwall	12	FT	\$ 720.00	\$ 8,640.00	\$ 1,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00	\$ 1,150.00	\$ 13,800.00	\$ 1,000.00	\$ 12,000.00
20	Prefabricated Pedestrian Bridge, Furnished	1	LS	\$ 58,000.00	\$ 58,000.00	\$ 64,820.00	\$ 64,820.00	\$ 153,250.00	\$ 153,250.00	\$ 69,000.00	\$ 69,000.00	\$ 61,000.00	\$ 61,000.00
21	Prefabricated Pedestrian Bridge, Erected	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 28,500.00	\$ 28,500.00	\$ 50,000.00	\$ 50,000.00	\$ 28,750.00	\$ 28,750.00	\$ 25,000.00	\$ 25,000.00
22	Elec Grounding System	2	EA	\$ 1.00	\$ 2.00	\$ 2,945.00	\$ 5,890.00	\$ 500.00	\$ 1,000.00	\$ 2,875.00	\$ 5,750.00	\$ 500.00	\$ 1,000.00
23	Isolation Joint	1	LS	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,495.00	\$ 1,495.00	\$ 1,500.00	\$ 1,500.00
24	Subgrade Undercutting, Type III	10	CYD	\$ 45.00	\$ 450.00	\$ 70.00	\$ 700.00	\$ 125.00	\$ 1,250.00	\$ 57.50	\$ 575.00	\$ 25.00	\$ 250.00
25	Reinforcement, Steel, Epoxy-Coated	2,056	LB	\$ 4.00	\$ 8,224.00	\$ 2.00	\$ 4,112.00	\$ 3.00	\$ 6,168.00	\$ 2.88	\$ 5,921.28	\$ 2.00	\$ 4,112.00

City of Farmington Hills
 Bid tabulation
 Bid #itb-fh-21-22-2285
 Heritage Park Bridge Replacement
 Opened 06/23/2021

Recommended for award

LN	DESCRIPTION	EST. QTY.	UNIT	Z Contractors, Inc. Shelby Township, MI Bond? - Yes		E. C. Korneffel Trenton, MI Bond? - Yes		C. A. Hull Co., Inc. Walled Lake, MI Bond? - Yes		Anglin Civil, LLC Livonia, MI Bond? - Yes		L. J. Construction, Inc. Clifford, MI Bond? - Yes	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
26	Culv, 16 Ga. CSP, 12 inch	80	FT	\$ 40.00	\$ 3,200.00	\$ 45.00	\$ 3,600.00	\$ 50.00	\$ 4,000.00	\$ 115.00	\$ 9,200.00	\$ 100.00	\$ 8,000.00
27	Conc, Approach Pavement	273	SFT	\$ 25.00	\$ 6,825.00	\$ 25.00	\$ 6,825.00	\$ 20.00	\$ 5,460.00	\$ 28.75	\$ 7,848.75	\$ 30.00	\$ 8,190.00
28	Aggregate Trail, 10 ft Wide	150	FT	\$ 40.00	\$ 6,000.00	\$ 25.00	\$ 3,750.00	\$ 25.00	\$ 3,750.00	\$ 31.63	\$ 4,744.50	\$ 40.00	\$ 6,000.00
29	Streambank Stabilization, Wood Toe	60	FT	\$ 243.00	\$ 14,580.00	\$ 243.00	\$ 14,580.00	\$ 250.00	\$ 15,000.00	\$ 258.75	\$ 15,525.00	\$ 275.00	\$ 16,500.00
30	Streambank Stabilization, Stone Toe	60	FT	\$ 175.00	\$ 10,500.00	\$ 125.00	\$ 7,500.00	\$ 175.00	\$ 10,500.00	\$ 299.00	\$ 17,940.00	\$ 200.00	\$ 12,000.00
31	Riprap, Heavy	65	SYD	\$ 155.00	\$ 10,075.00	\$ 100.00	\$ 6,500.00	\$ 150.00	\$ 9,750.00	\$ 69.00	\$ 4,485.00	\$ 125.00	\$ 8,125.00
32	Traffic Maintenance and Controls	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,750.00	\$ 5,750.00	\$ 2,500.00	\$ 2,500.00
33	Site Restoration	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 13,870.00	\$ 13,870.00	\$ 2,500.00	\$ 2,500.00	\$ 39,100.00	\$ 39,100.00	\$ 20,000.00	\$ 20,000.00
PROJECT GRAND TOTAL					\$ 685,950.00		\$ 512,742.01		\$ 494,008.00		\$ 410,821.17		\$ 339,017.00

Bid Notification was sent to 200+ Contractors. We received zero (0) "No-Bids."
 Font in red indicates a correction in total

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
July 26, 2021

SUBJECT: PURCHASE OF BODY ARMOR AND RELATED EQUIPMENT

ADMINISTRATIVE SUMMARY

- Request for Qualifications were solicited, available from the City's e-Procurement website MITN, publicly opened and read aloud on April 20, 2021 for body armor and related equipment for the Police Department. Notification was sent to ninety-six (96) vendors with four (4) responding. Responding companies included Allie Brothers, Galls LLC, Michigan Police Equipment & U.S. Armor Corporation.
- The National Institute of Justice (NIJ) has determined that body armor should be replaced every five years to ensure material integrity and safety. In the case of the Farmington Hills Police Department and seventy (70) officers vests expire this year. Specifications for body armor require the awarded vendor to fit each officer for a concealable vest with threat level II or IIIA firearm protection (which follows the guidelines set by the NIJ). In addition, specifications require the awarded vendor to fit and supply all officers with the associated shirt carrier.
- Due to the vital nature of this equipment and to ensure the highest quality of products, staff utilized a qualifications based selection (QBS) process for evaluation. First, vendors submitted Statements of Qualifications (SOQ) for consideration. All submitting firms were deemed "qualified" to submit samples for evaluation. Only three (3) of the four (4) companies submitted samples (Allie Bros., Galls & U.S. Armor Corporation). Police personnel evaluated all vests for overall fit, comfort, quality of workmanship and product design. After evaluation was completed, pricing was requested from the top scoring vendors (Allie Bros. & Galls).
- After thorough examination, staff is recommending Allie Bros. Uniforms representing GH Armor Systems body armor. The vests offered were light weight and breathable, the material used was flexible, durable and officer movement did not cause exposure, the quality of workmanship was high & had a very professional appearance. In addition, the Allie Bros. Uniforms pricing was competitive, and their references were outstanding. In fact, the Police Department has purchased goods and services from Allie Bros. Uniforms in the past with favorable results.
- A two (2) Year warranty was required as part of the specifications
- In order to replace as much expired equipment as possible staff is requesting City Council approve the entire budgeted amount of \$73,000. Funding for this purchase is available in the fiscal year in the Police Equipment Capital fund.

RECOMMENDATION

- In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order to Allie Bros. Uniforms for GH Armor Systems for body armor and related equipment in an amount not to exceed \$73,000.
- Additionally, it is recommended that City Council authorize future budgeted purchases for body armor and related equipment to Allie Bros. Uniforms under the same terms and conditions with negotiated price increase not to exceed 5% per year (beginning at year 3) for a period of five (5) years.

Prepared by: Michelle Aranowski, Senior Buyer
Reviewed by: Kelly Monico, Director of Central Services
Reviewed by: Jeff King, Chief of Police
Approved by: Gary Mekjian, City Manager

City of Farmington Hills

SOQ-FH-20-21-2250

Body Armor Concealable Vest and Carrier

Evaluation Totals

Minor concern minus 3 points

Major concern & associate fit test score minus 10 points per

		100	60	40	200
Company	City/State	General-Narrative, Experience and References	Sample Fit Survey	Pricing	Total
Allie Brothers Uniform	Livonia, MI	92 Narrative was complete. List of references but no local municipalities. Warranty for 5 years only.	60 Scored highest in Overall fit, comfort, Quality of Workmanship and Product Design.	40 Pricing difference was negligible	192
Galls, LLC	Lexington, KY	94 Narrative was complete. List of references but no local municipalities. Warranty for 5 years only.	50 Scored second (-10) highest in Overall fit, comfort, Quality of Workmanship and Product Design.	40 Pricing difference was negligible	184
Michigan Police Equipment	Charlotte, MI	88 Did not include narrative. List of references including local (MI) municipalities. Took several exceptions to the specifications. Warranty for 5	0 Did not submit sample	0	88
U.S. Armor Corporation	Santa Fe Springs, CA	98 Narrative was complete. List of references but no local municipalities. Warranty for 5 years but willing to extend.	40 Scored lowest (-20) in Overall fit, comfort, Quality of Workmanship and Product Design.	0 Only chose top 2 vendors to request pricing.	138

City of Farmington Hills
 SOQ-FH-20-21-2250
 Request for Statements of Qualification
 Body Armor Concealable Vest and Carrier
 Qualification Evaluation

Each Major Concern Red -5 points
Each Minor Concern Blue -2 points

		5	30	45	20	100
Company Name	City/State	Brief Narrative & Written Documentation demonstrating that all minimum specifications will be met	Vendor Questionnaire & Legal Status of Bidder (includes references)	Specification Checklist	Warranties	Total Score
Allie Brothers	Livonia, MI	5 Included Narrative. In business for 50 years. Included cut sheets outlining the GH Armor Systems products.	26 Included. References include Illinois State Police, Marion County Sheriff's Office (IN.), Indian River County Sheriff's (FL.), Margate Police (FL.) and Miami Beach Police (FL.). <i>No local municipalities (-2)</i> FH representative, Chad Henman, will compete the initial measuring on our site, at Allie Bros. in the future. <i>Will not extend to the cooperative. (-2 points)</i>	43 Included. Said "Yes" to almost all specifications. <i>They do not offer the extended warranty. (-2 points)</i>	18 Included. Warranty is for 5 years total. Will not extend	92
Galls, LLC	Lexington, KY	5 Included Narrative. In business for 50 years. Employs more than 1200 employees. Galls holds approximately \$100M in on-hand inventory. Distribution center in Lexington, KY is approximately 350,00 sq. ft. Included cut sheets outlining Guardian (Point Blank) products.	28 Included. References include West Virginia State Police, Maryland State Police, Houston Police Department and Monroe County Sheriff. <i>No local municipalities (-2)</i> Sizing can be scheduled in advance and conducted by a Galls Rep. at our location. Will extend to MITN.	43 Included. Said "Yes" to almost all specifications. <i>They do not offer the extended warranty. (-2 points)</i>	18 Included. Warranty is for 5 years total. Will not extend	94
Michigan Police Equipment Co.	Charlotte, MI	3 <i>Not included. (-2 points)</i> In business for 40 years. Exclusive Safari land distributor. Included cut sheets outlining the Safari land Body Armor products.	30 Included. References include Warren Police, Metro Police Authority, Bay County Sheriff's Office, Montcalm County Sheriff's Office and Granville DPS Vest fitting will be on site. Multiple fitting to accommodate all shifts. Will extend to MITN.	37 Included. Said "Yes" to most items and "No" to four (4) specifications. <i>The external (overt) carrier is not available to attach MOLLE with a maximum of 3 rows starting from the lower portion of the external carrier. (-2 points) They do not guarantee the outer shell carrier of the vest and attached components attached thereto, to be free from defects and workmanship for period of two (2) years from date of delivery, they will only agree to one (1) year warranty. (-2 points) They do not have a process in place to inspect and re-certify armor as needed to allow armor to be utilized after five (5) years of daily use. (-2 points) They do not offer the extended warranty. (-2 points)</i>	18 Included. Warranty is for 5 years total. Will not extend	88
U.S. Armor Corporation	Santa Fe Springs, CA	5 Included. In business for 35 years. Included cut sheets outlining the U.S. Armor Body products.	28 Included. References include Pennsylvania State Police, Oxnard Police, San Mateo County Sheriff's, Boulder Police and Montana Highway Patrol. <i>No local municipalities (-2)</i> 3 reps reside in Michigan. Will extend to MITN.	45 Included. Said "Yes" to all item specifications.	20 Included. Warranty is for 5 years and they are willing to extend warranty.	98

**FARMINGTON HILLS POLICE DEPARTMENT
SOFT BODY ARMOR SURVEY 2021**

Instructions: Please assign each category a value of 1, 2, or 3 for each product

Best = 3

Better = 2

Good = 1

THREAT LEVEL	CATEGORIES				
LEVEL 2	OVERALL FIT	COMFORT	QUALITY OF WORKMANSHIP	PRODUCT DESIGN	TOTAL
GH Ethos	170	167	169	168	674
Point Blank AXII	121	117	117	113	468
U.S. Armor Enforcer 5000 Series	101	104	98	89	392

THREAT LEVEL	CATEGORIES				
LEVEL 3A	OVERALL FIT	COMFORT	QUALITY OF WORKMANSHIP	PRODUCT DESIGN	TOTAL
GH Ethos	168	164	168	167	667
Point Blank AXII	114	111	110	109	444
U.S. Armor Enforcer 5000 Series	98	101	93	88	380

VENDOR	BRAND	GRAND TOTAL
Allied Brothers	GH Ethos	1341
Galls, LLC	Point Blank AXII	912
U.S. Armor Corporation	U.S. Armor Enforcer	772

City of Farmington Hills
 SOQ-FH-20-21-2250
 Request for Statements of Qualification
 Body Armor External/Concealable
 Sample Pricing for comparison only

DESCRIPTION	EST. QTY.	Allie Brothers Uniform Livonia, MI		Galls, LLC Lexington, KY	
		Unit Price	Extended	Unit Price	Extended
Level II Concealable Ballistic Vest and Carrier WITH TAILS- Male/Neutral	10	\$699.00	\$6,990.00	\$675.00	\$6,750.00
Level II Concealable Ballistic Vest and Carrier WITH TAILS - Female	10	\$699.00	\$6,990.00	\$675.00	\$6,750.00
Level II Concealable Ballistic Vest and Carrier WITHOUT TAILS- Male/Neutral	10	\$699.00	\$6,990.00	\$675.00	\$6,750.00
Level II Concealable Ballistic Vest and Carrier WITHOUT TAILS- Female	10	\$699.00	\$6,990.00	\$675.00	\$6,750.00
IIIA Concealable Ballistic Vest and Carrier WITH TAILS- Male/Neutral	10	\$760.00	\$7,600.00	\$750.00	\$7,500.00
IIIA Concealable Ballistic Vest and Carrier WITH TAILS- Female	10	\$760.00	\$7,600.00	\$750.00	\$7,500.00
IIIA Concealable Ballistic Vest and Carrier WITHOUT TAILS- Male/Neutral	10	\$760.00	\$7,600.00	\$750.00	\$7,500.00
IIIA Concealable Ballistic Vest and Carrier WITHOUT TAILS- Female	10	\$760.00	\$7,600.00	\$750.00	\$7,500.00
Uniform Shirt CARRIER MOLLE 3 rows	10	\$220.00	\$2,200.00	\$185.00	\$1,850.00
Carrier Molle	10	\$220.00	\$2,200.00	\$185.00	\$1,850.00
Special Threat Plate	10	\$95.00	\$950.00	\$75.00	\$750.00
Level II - Additional Ballistic Panels	10	\$599.00	\$5,990.00	\$650.00	\$6,500.00
Level IIIA - Additional Ballistic Panels	10	\$650.00	\$6,500.00	\$725.00	\$7,250.00
Sample Total Pricing for comparison only			\$76,200.00		\$75,200.00

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
August 9, 2021

SUBJECT: Award of Payment to Beckwith Floors

ADMINISTRATIVE SUMMARY

- The Friends of the Parks (FoP) is separate from the City, and was organized to raise, receive and manage contributions, donations, gifts and grants, in order to create, build, maintain, operate, preserve, improve and promote public recreational programs, public parks, and public recreational facilities, all within the City of Farmington Hills. The Friends of the Parks is organized under Internal Revenue Code Section 501(c)(3) as a nonprofit organization.
- In April of 2021, quotes were requested to complete carpeting and floor work on the 3rd floor of The Hawk in rooms 383, 385, 389, 391 and 370. These rooms are to be used by the Society of Active Retirees (SOAR). The lowest qualified quote was from Beckwith Floors for \$13,965.
- At the FoP's May 2021 Board Meeting, funds were authorized to be reimbursed to the City of Farmington Hills in the amount of \$13,965, for Beckwith Flooring's work on the third floor of The Hawk.
- Past practice has been to pay vendors directly from the FoP account (which was approved at their board meeting) and would not require City Council approval. In review of this practice, it has been determined that because funds have been donated to use in a capital asset owned by the City, purchasing policy and City Council authorization is required.
- As prescribed in the City's purchasing policy purchase orders exceeding the threshold of \$10,000 require after-the-fact approval by City Council.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the payment of \$13,965 to Beckwith Floors. The total amount will be reimbursed to the City of Farmington Hills by the Friends of the Parks.

Prepared by: Ellen Schnackel, Director of Special Services

Reviewed by: Kelly Monico, Director of Central Services
Thomas Skrobola, Director of Finance

Approved by: Gary Mekjian, City Manager

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL STUDY SESSION MEETING
JULY 12, 2021 – 6:00PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:00pm.

Council Members Present: Barnett, Boleware, Bridges, Knol, Massey, Newlin and Strickfaden

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Gardiner and Schnackel, Police Chief King and City Attorney Joppich

PUBLIC SAFETY/BUSINESS LICENSE ORDINANCE

City Attorney Joppich reviewed the changes made to the three business license ordinances that were discussed at the previous study session meeting. The changes included:

Chapter 8 of the City Code, General Licensing Provisions:

- Adding language to clarify the term “moral turpitude” within the ordinance.

Ordinance to regulate smoking lounges:

- Included language to allow for a permit for dance/entertainment.
- Changing the hours of operation from closing at 12pm to closing at 1am.

Attorney Joppich explained that a resolution to establish fees is typically brought back to City Council for consideration at the same meeting at which the Enactment of the Ordinance is before Council.

Councilmember Bridges asked for a study session to discuss fees and particularly fees proposed for these ordinances.

Ordinance to regulate go-kart, miniature golf and arcades:

- Removed the prohibition on live entertainment for these establishments.

Mayor Barnett stated that the ordinances would come before Council at their next regular meeting for consideration and she suggested a study session prior to that meeting to review the fees as requested.

Attorney Joppich explained that the ordinances would become effective 21 days after enactment of the ordinances but that existing facilities per the ordinances would have a 90-day grace period in which to obtain a license.

PUBLIC ART/SIGNS

Celeste McDermott, Vice Chair of the Farmington Area Arts Commission, introduced Cindy Carleton, Commission Secretary and Commission member Cheryl Blau. She stated that the goal of the Commission is to ensure that arts and cultural history is a component of our everyday lives. She stated that the topic is relevant to the commission as they recently had a request for a mural in the community and the discussion was whether the mural was art or considered a sign under current city ordinances. She commented on the

importance of murals and how they are used to publish what is happening in society and bring a message forth to tell a story and they make art accessible to the general public.

Cindy Carleton, Commission Secretary, discussed the following project goals:

- To more clearly define a mural (or art) vs. a sign
- To encourage more murals and other public art in Farmington Hills.
- To develop a simplified application and review process for owners wishing to fund and install murals on their property.
- To ensure that the process is legal and similar to neighboring communities

She read their proposed definition of a mural.

It was suggested that the city focus on the Grand River Corridor area to include art since this area has been identified for improvements and suggested that city grant funding or captured TIF funds could be used for this purpose.

City Attorney Joppich stated that he would need to review the option of utilizing those funding sources for this purpose.

Discussion was held on the proposed definition of a mural. Some felt it was too narrow by not allowing businesses to include the name or a logo and by limiting it to a product from a “skilled” artist.

It was clarified that if the mural included a name or logo, it would be considered a sign under current city ordinances.

Ms. Carleton discussed peer city programs and proposed guidelines for approving/allowing murals in the city as public art.

The general consensus of Council was that they liked the idea of allowing public art and agreed the Grand River Corridor was a good place to start with such a program.

It was suggested that the Planning and Special Services staff, City Attorney and members of the Arts Commission and Corridor Improvement Authority meet to further discuss how a program could be implemented and to bring information back to City Council at their August 22nd study session meeting.

Mayor Barnett suggested the commission also consider incorporating other forms of art.

ADJOURNMENT

The study session meeting adjourned at 7:24pm

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES
CITY OF FARMINGTON HILLS
CITY COUNCIL MEETING
JULY 12, 2021 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:43pm.

Council Members Present: Barnett, Boleware, Bridges, Knol, Massey, Newlin and Steckloff

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Directors Gardiner and Monico and City Attorney Joppich

PLEDGE OF ALLEGIANCE

Dave Walsh, 47th District Court Administrator, led the pledge of allegiance.

APPROVAL OF REGULAR SESSION MEETING AGENDA

MOTION by Massey, support by Knol, to approve the agenda as published.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

PROCLAMATION HONORING 47TH DISTRICT COURT ADMINISTRATOR DAVE WALSH FOR EXEMPLARY SERVICE

The following Proclamation was read by Mayor Barnett and accepted by Dave Walsh, 47th District Court Administrator:

PROCLAMATION

47th District Court Administrator Dave Walsh

In Recognition of Exemplary Service to the Citizens of Farmington Hills

July 12, 2021

WHEREAS, Court Administrator Dave Walsh has served the 47th District Court and the Cities of Farmington Hills and Farmington with honor and distinction for 25 years; and

WHEREAS, along with Judges Marla Parker, James Brady, and the late Frederick Harris, he helped make the 47th District Court a model for courts around Michigan, ensuring access, equality, fairness, integrity, and accountability; and

WHEREAS, during his tenure, Dave Walsh strived to build positive relationships between the Court, the governments of Farmington Hills and Farmington, and the community with a commitment to building public trust and confidence in the Court as an accountable separate branch of government; and

WHEREAS, through his dedication to his profession, he has helped colleagues and support staff throughout the State of Michigan through a variety of training initiatives including chairing the Michigan Court Managers Conference for nine years, and working with the Michigan Judicial Institute to develop and serve as faculty for the Michigan Court Support Staff Certification Program; and

WHEREAS, he contributed to a legacy for the community as the Project Manager for the design and construction of the 47th District Courthouse; and

WHEREAS, in 2018, Dave Walsh was recognized by his colleagues in the Michigan Court Administration Association by having the organization's Distinguished Service Award named in his honor.

NOW, THEREFORE, BE IT RESOLVED that I, Vicki Barnett, Mayor of the City of Farmington Hills, on behalf of the City Council, do hereby honor and thank **47th District Court Administrator Dave Walsh** for his loyal service to the people of our City, and encourage everyone to recognize and celebrate this highly respected member of our community.

CORRESPONDENCE

Correspondence was acknowledged relating to the following:

- Rental of the Heritage Park stage
- The deer population and issues residents are experiencing in Quaker Hills Subdivision
- Power outages

Mayor Barnett stated that the city has addressed the power outages with DTE and she has a call in to the Public Service Commission. She stated that with regard to the deer population, this is a regional issue and Council will be holding preliminary discussions on this topic at their July 26, 2021 study session meeting.

CONSENT AGENDA

MOTION by Bridges, support by Newlin, to approve consent agenda item #6, as read.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

MOTION by Massey, support by Strickfaden, to approve consent agenda items #7 and #8, as read.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN

Nays: NONE

Absent: NONE

Abstentions: BRIDGES

MOTION CARRIED 6-0-0-1.

PUBLIC QUESTIONS AND COMMENTS

Jeff Aleman, White Hall, suggested that the HAWK consider partnering with Renew Active - United Healthcare to help offset the cost of facility passes for seniors.

Rosalyn Goldberg, West Bloomfield resident, spoke on Ranked Choice Voting.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

The following comments and announcements were made:

- Commended city staff on their response to the storm and timely updates from the City Manager
- Requested information on the financial status of SiFi, the company that is proposed to be providing city-wide broadband
- Requested a report on rezoning or other developments taking place in the city
- Commented on how nice it was to see neighbors helping each other after the storm
- Thank you to State legislators for reaching out to the community after the storm

CITY MANAGER UPDATE

City Manager Mekjian provided the following update:

- Synopsis of the storm event of July 7, 2021
- Expanded residential debris pick up due to the storm from the city right-of-way through July 23, 2021 at 4:30pm
- Importance of communication during such events and how residents can sign up for FHAlert from the home page of the city's website to receive notification of local emergency events.

UNFINISHED BUSINESS

CONSIDERATION OF APPROVAL OF THE ENACTMENT OF ORDINANCE C-4-2021 AMENDING CITY CODE, CHAPTER 34, "ZONING", TO AMEND THE OFFICIAL ZONING MAP IN ORDER TO REZONE THE PROPERTY LOCATED AT PARCEL ID 23-21-376-021 FROM B-3, GENERAL BUSINESS DISTRICT TO LI-1, LIGHT INDUSTRIAL DISTRICT; REZONING REQUEST 2-3-2021; AND APPROVAL OF SUMMARY FOR PUBLICATION

Ed Gardiner, Director of Planning and Community Development, explained that City Council introduced this ordinance at their last meeting to rezone property from B-3, General Business to LI-1, Light Industrial District in order to allow for an expansion of an existing business. He stated that enactment is the next step in the process.

MOTION by Massey, support by Boleware, that the City Council of Farmington Hills hereby approves ENACTMENT of an ordinance amending City Code, Chapter 34, "Zoning", to amend the official Zoning Map in order to rezone the property located at Parcel ID 23-21-376-021 from B-3, General Business District to LI-1, Light Industrial District, Rezoning Request 2-3-2021, and approval of summary for publication.

Roll Call Vote:

- Yeas: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: NONE

MOTION CARRIED 7-0.

**CONSIDERATION OF APPROVAL OF PLANNED UNIT DEVELOPMENT PLAN 2, 2021
LOCATED AT 27400 TWELVE MILE ROAD (POSTPONED FROM MAY 24, 2021).**

Ed Gardiner, Planning and Community Development Director, explained that applicant has requested further postponement of this Plan to August 9, 2021, in order to allow him to review the changes proposed by Council at their May 24, 2021 meeting.

Discussion was held on the time frame for it returning to City Council to allow the applicant sufficient time and so Council would not have to postpone action any further.

MOTION by Knol, support by Massey, that the City Council of Farmington Hills hereby postpones consideration of approval of Planned Unit Development 2, 2021 located at 27400 Twelve Mile Road to no later than September 13, 2021.

MOTION CARRIED 7-0.

NEW BUSINESS

**CONSIDERATION OF ADOPTION OF A RESOLUTION DECLARING LOCAL STATE OF
EMERGENCY (JULY 7, 2021 STORM).**

Mayor Barnett explained the reason for the local state of emergency due to the July 7, 2021 storm.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON HILLS

**RESOLUTION REGARDING DECLARATION OF A LOCAL STATE OF EMERGENCY (JULY
7, 2021 STORM)**

RESOLUTION NO. R-128-21

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held in the Farmington Hills City Hall on the 12th day of July 2021 at 7:30 p.m., with those present and absent being,

PRESENT: BARNETT, BOLEWARE, BRIDGES, KNOL, MASSEY, NEWLIN AND
STRICKFADEN

ABSENT: NONE

The following preamble and resolution were offered by Councilmember Bridges and supported by Councilmember Strickfaden,

PREAMBLE:

- A. On July 7, 2021, the City of Farmington Hills experienced a significant storm event caused by a severe thunderstorm cell with high winds. As a result of this situation, the following conditions were encountered:

- A widespread power outage across 65 percent of the City.
 - Many neighborhoods have been left impassable due to downed trees and power lines.
 - Estimated time to clear the City "right-of-way" is 3-4 weeks from the date of the storm event.
 - Power Road has been washed out and all gravel roads need to be regraded.
 - Numerous City facilities have no power and have sustained flooding and water damage.
 - The City established a cooling location at the Costick Center located at 28600 W. Eleven Mile Road.
 - Catastrophic damages to countless trees, buildings, and other property throughout the City.
- B. The storm event is unparalleled in recent memory, and the City of Farmington Hills as well as other public and private entities and individuals are expected to incur great costs in connection with the widespread and severe property damage and the resulting clean-up. The City has already incurred costs for contractors and for overtime of its own personnel, and such costs are expected to continue and expand for the next several weeks.
- C. The City's resources have been and will continue to be overwhelmed by the severity and magnitude of the storm event, and the City believes that State assistance and other outside resources are necessary to effectively respond to, and recover from, the impacts of this emergency.
- D. Due to the above situation and circumstances, under the State of Michigan's Emergency Management Act, MCL 30.410, and also under Chapter 10 of the Farmington Hills City Code, the Mayor of the City of Farmington Hills declared a Local State of Emergency and the City's emergency operations plan has been activated and local resources are being utilized to the fullest extent possible to address the emergency.
- E. Under the Emergency Management Act, the Mayor's Declaration of a Local State of Emergency is limited to seven (7) days unless the City Council consents to the continuation of that Declaration.
- F. The City Council agrees with the Mayor's Declaration and finds it appropriate to continue such Declaration until its termination as set forth herein.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED, under and pursuant to the authority contained at § 3 of the Home Rule Cities Act, MCL 117.3(j), authorizing cities to provide for the public health and safety of persons; the Emergency Management Act, Public Act 390 of 1976; and the City's Emergency Preparedness Ordinance, Chapter 10 of the Code of Ordinances:

1. There continues to be a city-wide Local State of Emergency in the City due to the facts, circumstances, and considerations described above, and City Council hereby consents to the continuation of Mayor Barnett's Declaration of Local State of Emergency as set forth in and subject to this Resolution.
2. The City of Farmington Hills Emergency Preparedness Plan shall continue to be implemented to ensure that local and state resources are used to the fullest extent possible for all purposes permitted under and in accordance with the Emergency Management Act and Chapter 10 of the City Code, as and when necessary, to respond to or protect City citizens, businesses, personnel, and property relative to the declared local State of Emergency.

**RECOMMENDED APPROVAL OF THE CITY COUNCIL STUDY SESSION MEETING
MINUTES OF JUNE 28, 2021.**

MOTION by Massey, support by Strickfaden, that the City Council of Farmington Hills hereby approves the City Council study session meeting minutes of June 28, 2021.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: BRIDGES

MOTION CARRIED 6-0-0-1.

**RECOMMENDED APPROVAL OF THE CITY COUNCIL REGULAR SESSION MEETING
MINUTES OF JUNE 28, 2021.**

MOTION by Massey, support by Strickfaden, that the City Council of Farmington Hills hereby approves the City Council regular session meeting minutes of June 28, 2021.

Roll Call Vote:

Yeas: BARNETT, BOLEWARE, KNOL, MASSEY, NEWLIN AND STRICKFADEN
Nays: NONE
Absent: NONE
Abstentions: BRIDGES

MOTION CARRIED 6-0-0-1.

ADDITIONS TO AGENDA

None.

ATTORNEY REPORT

City Council received the Attorney Report.

ADJOURNMENT

MOTION by Massey, support by Newlin, to adjourn the regular session City Council meeting at 8:49pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk