

**AGENDA**  
**CITY COUNCIL STUDY SESSION**  
**JULY 24, 2023 - 6:00PM**  
**CITY OF FARMINGTON HILLS**  
**CITY HALL – COMMUNITY ROOM**  
**31555 W ELEVEN MILE ROAD**  
**FARMINGTON HILLS, MICHIGAN**  
Telephone: 248-871-2410 Website: [www.fhgov.com](http://www.fhgov.com)

1. Call Study Session to Order
2. Roll Call
3. [Rental Dwelling Unit Registry and Inspection Follow-up](#)
4. 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.



***Inter-Office Correspondence***

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**DATE:** July 24, 2023

**TO:** Gary Mekjian, City Manager

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

**SUBJECT:** Rental Dwelling Unit Registry and Inspection Follow-up

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Rental Dwelling Unit Registry and Inspection has been a discussion topic before City Council twice in 2022. The last study session was held on October 10, 2022. Questions from the City Council required research by the City staff. We are now ready to continue the discussion with City Council regarding the future of Rental Dwelling Unit Registry and Inspection in Farmington Hills. The meeting minutes of both previous meetings are attached and the legal memo from the City Attorney dated October 10, 2022 will be forwarded to City Council separately for reference.

Charmaine Kettler-Schmult, Director of Planning and Community Development and Scott Lenhart, Building Official will be in attendance at the July 24, 2023 City Council Study Session. We will present a recap of information from the previous discussions, follow-up information and provide examples of future expansion of the rental program based on other communities.

Any questions can be directed to my office (248) 871-2543.

**Attachments:**

[City Council Study Session Minutes of May 9, 2022](#)

[City Council Study Session Minutes of October 10, 2022](#)

MINUTES  
CITY OF FARMINGTON HILLS  
FARMINGTON HILLS CITY COUNCIL  
CITY HALL - COMMUNITY ROOM  
MAY 9, 2022 – 6:00PM

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

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

Council Members Absent: None

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

Mayor Barnett stated that she wanted to add to the agenda discussion on the smoking lounge ordinance that is before City Council this evening. There were no objections.

**DISCUSSION ON RENTAL DWELLING UNIT REGISTRATION AND INSPECTIONS**

Charmaine Kettler-Schmult, Interim Director of Planning and Community Development, stated that the rental inspection ordinance was approved by Council in 2014 and the program implemented in 2015. She noted that there was an amendment to the ordinance to clarify the inspection process. She explained that the current program is focused on the maintenance and upkeep of single-family dwellings and property and inspections are conducted every 3 years. The department initially contacted non-homestead properties notifying them of the new ordinance requirements and current notifications generally come through code enforcement efforts.

City Manager Mekjian stated that City Council had requested expanding the rental inspection ordinance to multi-family dwelling so he asked staff to explain where the city was to date with the current ordinance and discuss the possibility of expanding the program.

Scott Lenhart, Building Official, stated that he has reviewed ordinances and program from comparable communities and there is a wide range of ordinances and how this is handled in other communities; but he believes that if this is the direction City Council wants to take, the current ordinance could be amended to include a more comprehensive program that would include multi-family dwellings.

Interim Director Kettler-Schmult clarified that the current inspection includes the exterior of the dwelling only and property unless the homeowner requests an inspection of the interior or if there is something visible from the outside such as a broken window or hole in the roof that could deem the dwelling not in compliance with the code.

Building Official Lenhart reported that there are approximately 11,000 dwellings that would be involved if multi-family inspections were included as part of the rental inspection program. He discussed with Council what constitutes a rental and costs to the city for these changes in the program.

Comments and concerns of City Council members included:

- Adequate staffing to add multi-family dwellings to the program and scheduling inspections
- Obtaining permission from owners for access to the interior of dwellings
- Decline of some apartment buildings and the effect on the entire City with regard to health, safety and welfare

Suggestions of Council included:

- Conducting inspections as units become empty and before new tenants move in
- Education and outreach to landlords
- Targeting older apartment complexes first to lessen the burden on city staff

**PUBLIC COMMENTS:**

Phil Newman, representing the Detroit Metropolitan Apartment Association, shared the following suggestions and concerns with the discussion this evening:

- Suggested that inspections are conducted on a complaint basis, which is feel is an option under State Statute
- Landlords will pass costs of associated with an inspection program onto the tenants so if there are no complaints or issues, why should those tenants be paying additional costs
- Agrees with the privacy issue and commented that tenants cannot be forced to open up their apartments to provide access

Mayor Barnett encouraged Mr. Newman to participate in future discussions on this issue on behalf of the area landlords.

Council requested Attorney Joppich to look into the following issues/suggestions raised:

- Possibility of targeting complexes on a complaint basis or targeting older complexes
- Privacy issue and ability to gain access to interior of dwellings

**DISCUSSION ON THE SMOKING LOUNGE ORDINANCE**

Mayor Barnett stated that she was concerned the smoking lounge ordinance was potentially excluding the cigar bars because it does not allow for the sale of liquor; however, the current liquor license ordinance does not allow for the sale of liquor on premise unless it is in conjunction with a bona fide restaurant.

Members of Council suggested revisiting the liquor ordinance as they felt it was outdated and that it does exclude cigar bars and clubs. Council was comfortable with moving forward with the introduction of the amendment to the smoking lounge ordinance this evening since there are other ordinances that already prohibit those establishments if they intend to serve alcohol without also being in conjunction with a restaurant operation; but agreed with having a broader discussion on this topic in the future.

Council wished to have this come back sooner than later and Attorney Joppich stated that he would review the liquor ordinance and report back to City Council in approximately one month.

**ADJOURNMENT:**

The study session meeting adjourned at 7:11pm.

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES  
CITY OF FARMINGTON HILLS  
FARMINGTON HILLS CITY COUNCIL  
CITY HALL - COMMUNITY ROOM  
OCTOBER 10, 2022 – 6:00PM

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:02pm.

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

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Director Kettler-Schmult and City Attorney Joppich

**DISCUSSION ON RENTAL DWELLING UNIT REGISTRY AND INSPECTION FOLLOW-UP**

City Manager Mekjian stated that when this issue was last discussed with Council in May, 2022, Council asked for staff to research expanding the inspection program to include multiple-family rentals dwellings and potential for interior inspections and to report back. He mentioned that the Mayor also has requested a quick status update on the single-family rental inspection program.

Charmaine Kettler-Schmult, Director of Planning and Community Development, provided an overview of the single-family rental inspection program that started in 2014 the initial steps taken to identify rental homes through notifying all non-homestead properties of the new ordinance and program. She explained that once registered, the certification is valid for a period of 3 years and so the program was initially phased in over that 3-year period and new registrations are typically brought in through code enforcement. Approximately 1500 non-homestead single-family homes were identified and approximately 700 homes have registered as rental homes in the community.

Attorney Joppich reviewed his memo with Council regarding questions on expanding the current program to include inspection of the interior of single-family homes. The existing program focuses on the exterior unless there is reasonable cause to believe there is a code violation or unsafe condition. He reviewed requirements for a rental inspection program per the Housing Law of Michigan Act and expanding the current program to include interior inspections and multiple-family rental units.

Scott Lenhart, Building Official, reviewed the items that are included in an initial inspection that include dryer venting, smoke alarms (detectors), GFCI wall outlets and furnace certification as the top four areas of concern as they are life safety issues. He added that property maintenance items identified are also noted and reported to owners. There are approximately 10,317 apartment dwelling units within the 60 apartment complexes in the city.

Discussion was held on other communities ordinances and inspection programs and inspecting all units versus a sampling or only on a complaint basis. It was noted that most communities inspect all rental units.

Some council members expressed concern that rents will increase due to required inspections by the city. Council inquired about the cost to the city and fees for the tenants. Building Official Lenhart responded that the city already has a contract with a third-party for as-needed inspections and they have indicated

that they have staff to conduct rental inspections so there would be no additional costs to the city as program costs would be offset by the fees established, which are yet to be determined.

Discussion was held on the condition of the some of the complexes in the city, options for conducting inspections and the program HUD utilizes for inspection and how many HUD units are in the city.

Council requested information on the following:

- Fee structure for the rental inspection program once established
- HUD rental inspection standards and what units in the city are covered under HUD
- Conducting inspections using a sampling of units

Mayor Barnett invited the public present to speak at this time.

Phil Neumann, Legislative Co-Chair of the Detroit Metropolitan Apartment Association, stated that rents would increase because landlords would be passing any costs on to the tenants. He stated that he believes in a healthy housing stock and that apartments should be kept in good condition but that inspections should occur on a complaint basis rather than inspecting all units in the city and to focus efforts on landlords that are not keeping up their properties. He added that the statute allows for inspections based on a complaint basis or by inspecting a percentage of the units.

Council asked Mr. Neuman if he could research what communities do inspections based on a percentage of the units and what they use as a failure rate to warrant inspections of the entire complex.

It was also suggested by Council that the city could establish a baseline by doing inspections for 100% of the units and based on that failure rate. The need to include mobile home units at some point was also mentioned.

Pam Gerald, resident, agreed with inspecting older structures first and including mold and radon inspections.

The consensus was to hold one more study session on this topic for staff to get back to Council with some of the requested information and options for an inspection program.

**ADJOURNMENT:**

The study session meeting adjourned at 7:26pm

Respectfully submitted,



Pamela B. Smith, City Clerk

**AGENDA**  
**CITY COUNCIL MEETING**  
**JULY 24, 2023 – 7:30PM**  
**CITY OF FARMINGTON HILLS**  
**31555 W ELEVEN MILE ROAD**  
**FARMINGTON HILLS, MICHIGAN**  
**Telephone: 248-871-2410 Website: [www.fhgov.com](http://www.fhgov.com)**  
**Cable TV: Spectrum – Channel 203; AT&T – Channel 99**  
**YouTube Channel: <https://www.youtube.com/user/FHChannel8>**

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

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

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

**REGULAR SESSION MEETING**

**CALL REGULAR SESSION MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

1. Approval of regular session meeting agenda

**CORRESPONDENCE**

**CONSENT AGENDA** - (See Items No. 6 - 14)

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

**CONSENT AGENDA ITEMS FOR DISCUSSION**

**PUBLIC QUESTIONS AND COMMENTS**

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

**COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS**

**CITY MANAGER UPDATE**

**NEW BUSINESS:**

2. Consideration of [appeal](#) of a Freedom of Information Act (FOIA) Request dated April 24, 2023.
3. Consideration of approval of Farmington Hills Senior Living, L.L.C. License Agreement with the City of Farmington Hills Department of Special Services. [CMR 7-23-87](#)
4. Consideration of appointment of Carly Lindahl as [City Clerk](#) effective January 22, 2024.
5. Consideration of [appointment of voting delegate](#) and alternate voting delegate for the Michigan Municipal League Annual Meeting on October 18, 2023.

**CONSENT AGENDA:**

6. Recommended approval of purchase of user licenses for “Evidence.com” Digital Evidence Management with Axon in the amount of \$55,000 annually. [CMR 7-23-88](#)
7. Recommended approval of award of contract for the Inkster Road Sidewalk, 11 Mile Road to Hystone Drive, to Olson Cement Work in the amount of \$67,562.00. [CMR 7-23-89](#)
8. Recommended approval of purchase of replacement patrol vehicles for the Police Department with Berger Chevrolet in the amount of approximately \$222,098.00. [CMR 7-23-90](#)
9. Recommended approval of purchase of additional patrol vehicles for Police Department with Galeana’s Van Dyke Dodge in the amount of approximately \$262,254.00 [CMR 7-23-91](#)
10. Recommended approval of award of agreement for Police Vehicle Accessories to Winder Police Equipment in the amount of \$110,692.92. [CMR 7-23-92](#)
11. Acknowledgement of [fourth quarter financial summary and quarterly investment reports](#).
12. Recommended approval of a [request for employment](#) under Section 10.01A of the City Charter for an Aquatics Attendant.
13. Recommended approval of City Council [study session meeting minutes](#) of July 10, 2023.
14. Recommended approval of City Council [regular session meeting minutes](#) of July 10, 2023.

**ADDITIONS TO AGENDA**

**CLOSED SESSION:**

15. Recommended approval of entering into a closed session to discuss TPOAM (Technical Professional Office Workers Association of Michigan) Settlement Negotiations (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

**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.**

APPEAL

FARMINGTON HILLS CITY CLERK  
RCUD JUN 14 2023 AM 11:02

City of Farmington Hills  
City Clerk  
31555 W. Eleven Mile Road  
Farmington Hills, MI 48336

Re: Reference Number 492-F-23 FOIA request denial for incident 22-36225

My FOIA request has been denied. The response indicated that making the unredacted video available would violate MCL 15.243, Sec 13 and/or MCL 28.217, Sec 4. I disagree and feel I have the right to view the crime in progress as recorded in a public setting.

It also states that the records do not exist. My discussion with the detective and the police report itself contradicts this claim.

My credit cards stolen from our vehicle in Farmington Hills were used to purchase thousands of dollars at the Apple store in Novi. I spoke to the Apple store manager, and he verified multiple cameras record all transactions and they would make them available to the police if requested.

Records and discussions with the detective clearly show the videos were provided and reviewed by the Farmington Hills Police Department as part of the incident.

I request you make all the unedited videos and images available to me as requested.

Thank you,



Joe Bloemer



FOIA COORDINATORS  
CITY CLERK:  
FOIA-CLERK@FHGOV.COM  
248-871-2410; 248-871-2411 Fax

**CITY OF FARMINGTON HILLS  
FREEDOM OF INFORMATION ACT  
REQUEST FOR PUBLIC RECORDS**

POLICE RECORDS:  
FOIA-PD@FHGOV.COM  
248.871-2720; 248.871-2721 Fax

FIRE RECORDS:  
FOIA-FD@FHGOV.COM  
248.871-2820; 248.871-2801 Fax

APPLICANT NAME: Joseph Bloemer COMPANY: \_\_\_\_\_

ADDRESS: [REDACTED] CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

PHONE: [REDACTED] FAX: \_\_\_\_\_ EMAIL: [REDACTED]

REQUESTED INFORMATION: (Please be as specific as possible and include names, property address and/or property ID number, dates, etc. where applicable)

Incident # 22-36225. Our car was broken into at Heritage Park and 4 credit cards were stolen then immediatly used to buy products at the Apple Store in Novi, MI. The incident report has the details. The detective told us they requested the video from Apple and she could not identify the person using the cards. We want copies of any and all the unredacted, unedited video and images from the incident as well as the full report and related documents pertaining this incident.

I REQUEST THE RECORDS AS FOLLOWS:

PAPER COPY  ELECTRONIC COPY  TO INSPECT THE RECORDS

**FEES**

**PAPER COPIES:**

8 1/2 " x 11" - Black and White	\$0.05 per page
8 1/2 " x 11" - Color Copies	\$0.10 per page
8 1/2 " x 14" - Black and White	\$0.05 per page
8 1/2 " x 14" - Color Copies	\$0.10 per page
Plan sheets exceeding 8 1/2" x 14"	\$0.25 per page



If it is determined that the volume of a set of plans is too large for the City to copy, these will be sent out and the requestor will be charged for the actual costs to prepare the document.

COPIES WILL BE DOUBLE-SIDED IF AVAILABLE AND COSTS LESS

**NON-PAPER PHYSICAL MEDIA:**

Computer Disc w/sleeve	\$0.54 each
DVD w/sleeve	\$0.56 each

City of Farmington Hills  
Freedom of Information Act Request

**ELECTRONIC COPIES:**

There will be no charge for copies of documents that are already available electronically or can be scanned in without first printing off a copy from another source or software system.

**MAILING COSTS:**

Actual cost of mailing records in a reasonable and economical manner. The City may charge for the least expensive form of postal delivery confirmation.

The City will charge for costs associated with expedited shipping or insurance if specifically stipulated by the requestor.

**WAIVERS AND REDUCTIONS:**

\$20.00 for indigence or nonprofit organization as further described in the Farmington Hills Procedures and Guidelines document.

If the estimated cost for such records exceeds \$50.00, the City will require a good-faith deposit equal to one-half the total estimated cost. All fees must be paid in full before the material is released.

Applicant's Signature: *J W Plener* Date: 4/24/23

The City's Freedom of Information Act (FOIA) Procedures and Guidelines and Public Summary can be found on the city website at [www.fhgov.com](http://www.fhgov.com)

\*\*\*\*\* FOR OFFICE USE ONLY \*\*\*\*\*

Date Filed: \_\_\_\_\_ 5-Day Deadline: \_\_\_\_\_ Extension Deadline (if applicable) \_\_\_\_\_

Deposit Received: \_\_\_\_\_ Date Paid in Full \_\_\_\_\_ Date Request Fulfilled: \_\_\_\_\_

Response sent via Mail/E-mail/Picked up in person: \_\_\_\_\_



# FARMINGTON HILLS POLICE

DEPARTMENT OF POLICE  
JEFF KING, CHIEF

## FREEDOM OF INFORMATION ACT RESPONSE

May 15, 2023

Reference Number: **492-F-23**

Joseph Bloemer  


Mr. Bloemer:

The City of Farmington Hills received your Freedom of Information Act (FOIA) dated April 24, 2023. The following was requested from the Police Department:

**Incident # 22-36225 – Copies of any and all the unredacted, unedited video and images from the incident as well as the full report and related documents pertaining to this incident.**

Your request is ***granted in part:***

The Police Department redacted portions of the records pursuant to:

**MCL 15.243, Sec. 13.:**

- (1) A public body may exempt from disclosure as a public record under this act any of the following:
- (a) Information of a personal nature if public disclosure of the information would constitute a clearly unwarranted invasion of an individual's privacy.
  - (b) Investigating records compiled for law enforcement purposes, but only to the extent that disclosure as a public record would do any of the following:
    - (iii) Constitute an unwarranted invasion of personal privacy.
  - (d) Records or information specifically described and exempted from disclosure by statute.

**MCL 28.214, Sec. 4.:**

- (3) A person shall not access, use, or disclose nonpublic information governed under this act for personal use or gain.
- (5) A person shall not disclose information governed under this act in a manner that is not authorized by law or rule.

Your request is ***denied in part:***

The Police Department has ***denied*** your request for **video from this incident** per **MCL 15.235(5)(b)** as it has been determined that such records do not exist within the files of the City of Farmington Hills Police Department based on the search criteria provided. This letter shall serve as my certificate as such.

**Please refer to the reference number at the top of the page when inquiring about this request.**

If you have any further questions, you may telephone the Records Section at 248-871-2720 during our regular business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.

The City's protocol for responding to FOIA requests is set forth in the Public Summary and the City's Procedure and Guidelines available on its website at: <http://www.fhgov.com>. Additionally, paper copies of the aforementioned documents are available at the City's offices.

In the event you are not satisfied with this response you have the right to submit a written appeal under MCL 15.240 to the City Council, via the Clerk's office, that specifically states the word "appeal" and identifies the reason or reasons for reversal of this denial.

In addition, you may also seek judicial review of this denial pursuant to MCL 15.240, including the right to receive attorney's fees and damages as provided in MCL 15.240 if, after judicial review, the circuit court determines that the public body has not complied with this section and orders disclosure of all or a portion of a public record.

Approved by:

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a series of connected loops and a long horizontal stroke at the end.

F.O.I.A. Technician

**REPORT FROM CITY MANAGER TO CITY COUNCIL**  
**July 24, 2023**

**SUBJECT: Authorization of Farmington Hills Senior Living, L.L.C. (Rose)  
License Agreement with the City of Farmington Hills Department of Special  
Services**

**ADMINISTRATIVE SUMMARY:**

- Farmington Hills Senior Living Center, L.L.C. is located on the property north of the Costick Center and will be open for residents to move in late spring/early summer 2024. The property is currently under construction.
- Farmington Hills Senior Living Center, L.L.C. currently has an agreement with the City of Farmington Hills that permits use of rooms located on the Farmington Hills Senior Living Center, L.L.C. that is connected to the Costick Center. These rooms are known as the Chapel, Carlow, and Kerry.
- The Department of Special Services will provide a sales office space for the new Farmington Hills Senior Living Center, L.L.C. in the Kerry Room of the Costick Center to meet with potential future tenants.
- Farmington Hills Senior Living Center, L.L.C. will cover all of expenses relating to the space, as described in the license agreement, including:
  - Taxes
  - Internet
  - Maintenance
  - Operation costs
  - Improvements
  - Furniture
  - Management costs
  - Additional Marketing costs
- This is a one-year agreement. Farmington Hills Senior Living Center, L.L.C. will pay a monthly payment in the amount of \$2,000 each month from the commencement date of August 1, 2023, or when a Certificate of Occupancy is provided, through July 2024, for an annual total of \$24,000.00.

**RECOMMENDATION:**

It is recommended that City Council authorize the City Manager to approve the License Agreement with Farmington Hills Senior Living Center, L.L.C.

**Prepared by:** Bryan Farmer, Deputy Director of Special Services  
**Approved by:** Ellen Schnackel, Director of Special Services  
**Approved by:** Gary Mekjian, City Manager

## LICENSE AGREEMENT

This LICENSE AGREEMENT (this “**Agreement**”), made and entered into as of the date on which it has been signed by both parties hereto (the “**Effective Date**”) is by and between **FARMINGTON HILLS SENIOR LIVING, L.L.C.**, a Michigan Limited Liability Company (“**Rose**”), and the **CITY OF FARMINGTON HILLS**, a Michigan municipal corporation (“**City**”).

### RECITALS

WHEREAS, Rose owns approximately twenty-one (21) acres of improved real property in the City of Farmington Hills, Oakland County, Michigan, as more particularly depicted on Exhibit A attached hereto (the “**Rose’s Property**”).

WHEREAS, City owns certain real property and improvements located immediately to the south of and adjoining Rose’s Property (the “**City’s Property**”), which includes a building commonly known as the Costick Center (the “**Costick Center**”), as depicted on Exhibit B attached hereto (the “**Site Plan**”).

WHEREAS, Rose’s Property contains a large chapel and two attached meeting spaces known as the Carlow Room and the Kerry Room, as depicted on the Site Plan (the “**Leased Premises**”), which Rose has leased to City by Lease Agreement, effective December 3, 2021 (“the **Lease Agreement**”).

WHEREAS, Rose desires to use and occupy approximately 2,066 square feet of space, known as the Kerry Room, located within the Leased Premises (the “**Licensed Premises**”), and City desires to allow Rose a license to use and occupy the Kerry Room, pursuant to the terms and conditions of this Agreement.

WHEREAS, Rose hereby assumes all responsibility, obligation or liability imposed on the City by the Lease Agreement as to the Licensed Premises and the City’s responsibility, obligation or liability as to the Licensed Premises shall be suspended during the term of this Agreement.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Rose and City hereby acknowledge, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated herein and made a part of this Agreement.

2. License; Condition of Premises. City, in consideration of the covenants to be performed by Rose under this Agreement, does hereby license to Rose, and Rose does hereby take and license from City, the Kerry Room within the Leased Premises, subject to the terms and conditions of this Agreement. Rose hereby accepts the Premises in its “AS-IS”/”WHERE IS” condition and City shall have no obligation to perform or pay for any construction, improvement, remodeling, restoration, repair or other work therein. City has made no representation or warranty as to the suitability of the Licensed Premises for any use or purpose, and Rose waives any implied warranty that the Licensed Premises are suitable for Rose’s intended purposes. ROSE ACKNOWLEDGES THAT (1) IT HAS INSPECTED AND ACCEPTS THE LICENSED PREMISES IN AN “AS IS, WHERE IS” CONDITION, (2) THE BUILDINGS AND IMPROVEMENTS COMPRISING THE SAME ARE SUITABLE FOR THE PURPOSE FOR WHICH THE PREMISES ARE LICENSED AND CITY HAS MADE NO WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LICENSED PREMISES, (3) THE LICENSED PREMISES ARE IN

GOOD AND SATISFACTORY CONDITION, (4) NO REPRESENTATIONS AS TO THE REPAIR OF THE LICENSED PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE LICENSED PREMISES HAVE BEEN MADE BY CITY, AND (5) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE LICENSED PREMISES. In no event shall City have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Licensed Premises shall be conclusive evidence that Rose accepts the Licensed Premises and that the Licensed Premises were in good condition at the time possession was taken.

3. License Fee. Rose shall pay a license fee to City in monthly installments in the amount of Two Thousand (\$2,000.00) Dollars. The monthly installments shall be paid by check or money order to the City at the City's address above, or at another place the City designates in writing, on or before the first day of each month during the term of this Agreement. The license fee is considered paid only when actually received by the City.

4. Term.

a. The term of this Agreement (the "Term") shall be for one (1) year and shall commence on the date that a certificate of occupancy is issued for the Licensed Premises, and shall expire on the earliest to occur of: (i) the Lease Agreement is terminated by City; (ii) the date which is thirty (30) days following written notification from Rose to City whereby Rose elects to terminate this License Agreement, which may be for any reason in Rose's sole discretion; or (iii) July 31, 2024 (the "Expiration Date"), unless sooner terminated in accordance with the terms of this Agreement.

b. Provided Rose is not in default, this Agreement may be automatically renewed for an additional one (1) year term, unless terminated in accordance with the terms of this Agreement.

5. Permitted Uses; Hours of Operation.

a. Rose may use and occupy the Premises as office space to perform necessary sales, marketing and operations for the community and business commonly known as Rose Senior Living Farmington Hills (the "**Permitted Use**"). The Premises shall not be used for any purpose except for the Permitted Use without City's prior written consent, which may be granted or withheld in City's sole and absolute discretion. Rose shall have the exclusive possession of the Premises during the Term subject to the terms of this Agreement and City's rights and remedies hereunder.

b. Rose may only use and occupy the Premises between the hours of 8 am – 8 pm, Monday-Friday, and 8 am – 2 pm, Saturday and Sunday. See Exhibit C for days closed.

6. Surrender. On the Expiration Date or on the Expiration Date of any renewal term, Rose shall vacate and surrender full and complete possession of the Licensed Premises to City, vacant and broom clean, in as good or better condition and state of repair as existed upon the commencement date of the Term, subject to reasonable wear and tear, damage by the elements, fire or other casualty excepted (unless such damage is caused by the gross negligence or wrongful act of Rose, its employees or agents). Rose shall remove all furniture and other personal property from the Licensed Premises which are owned or leased by Rose (the "**Personal Property**"). Rose shall repair any damage to the Licensed Premises caused by such removal. If Rose shall fail or refuse to remove the Personal Property, Rose shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to City without any cost to City, whether by set-off, credit, allowance or otherwise, and City may at its option accept the title to such Personal Property or at Rose's expense may (i) remove the same or any part in any manner that City shall choose,

repairing any damage to the Licensed Premises caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Rose or any other person. In the event City incurs any storage or other costs by reason of Rose's failure to remove the Personal Property which Rose is obligated to remove under this section, Rose upon demand shall pay to City the amount of costs so incurred.

7. Maintenance. Rose shall be exclusively responsible, at Rose's sole cost and expense, to keep, clean, operate, repair, replace, and maintain, in good condition and repair, all portions of the Licensed Premises, including, but not limited to, the building's exterior, foundation, roof, and structural components, the interior of the Licensed Premises, floor and wall coverings; lights, light fixtures and light bulbs; ceiling tiles; windows, frames, glass and window blinds, plumbing and electrical system; heating, ventilating and air conditioning system; all other mechanical systems; and all personal property and other items. Rose shall be responsible for waste removal from the Licensed Premises. City shall not be responsible for any repairs or replacements to any portion of the Licensed Premises. If Rose refuses or neglects to perform any cleaning, maintenance, repairs or replacements which are Rose's responsibility under this Agreement, City may, at Rose's expense, make or cause such cleaning, maintenance, repairs or replacements to be made and shall not be responsible to Rose for any loss or damage that may occur to Rose's business as a result thereof, and Rose shall reimburse City the cost thereof on demand. Notwithstanding any provisions in this Section 7 to the contrary, Rose shall be permitted to issue a notice of termination of this Agreement in accordance with Section 4 hereof in lieu of conducting any maintenance and repair obligations under this Section 7.

8. Expenses.

a. Taxes. Rose shall be responsible to pay any such Taxes attributable to the Licensed Premises, calculated as follows with respect to each tax bill received by Rose relative to the overall Rose's Property: Taxable Value of the Licensed Premises (determined by the City Assessor as provided hereinafter) x Millage Rate (as shown on the tax bill) x Administration Rate (as shown on the tax bill). For purposes of ascertaining the Taxable Value of the Licensed Premises, upon written request from Rose or City submitted to the City Assessor no more than thirty (30) days after issuance of a tax bill to Rose, the City Assessor shall notify Rose and City of the Taxable Value of the Licensed Premises at the time of the request, and in the event neither party requests such a determination, the Taxable Value of the Licensed Premises shall be the same as the Assessor's last issued written determination. City shall deduct such Taxes attributable to the Licensed Premises from the City's payment to Rose for the Taxes attributable to the Leased Premises as required by the Lease Agreement. "**Taxes**" shall mean all taxes and assessments of every kind and nature, special, general or otherwise, including without limitation, general real property taxes, personal property taxes imposed upon fixtures, machinery, apparatus systems and appurtenances in, upon, or used in connection with the Licensed Premises, special assessments or transit taxes, whether such taxes are imposed by the United States, the State of Michigan, the County of Oakland, the City of Farmington Hills, or any other governmental authority or political subdivision. Notwithstanding the foregoing, "**Taxes**" shall not include any special assessments charged to Rose in connection with its redevelopment or use of the Rose's Property.

b. Utilities. City shall pay all utilities servicing the Licensed Premises directly to the service provider, including but not limited to, the cost of heating, lighting, gas, water, sewer charges, and air conditioning. Rose shall provide, at its own expense, all communication and telephone systems, internet access.

9. Use; Compliance with Laws. Rose shall, at its sole cost and expense, keep and maintain the Licensed Premises in good order, condition and repair and in compliance with all statutes, codes, ordinances, orders, rules and regulations of any municipal or government entity (collectively referred to as the "**Laws**") regarding the operation of the Licensed Premises for the Permitted Use. Rose shall not (i)

commit or suffer to be committed any waste upon the Licensed Premises, or any nuisance or other act or thing which may disturb City's use of the Leased Premises, (ii) use or permit the use of any medium such as loudspeakers, sound amplifiers, phonographs, radios, or any other sound-producing device that carries sound outside the Licensed Premises, or (iii) serve or allow consumption of alcohol at the Licensed Premises. If any governmental authority requires any alteration to the Licensed Premises as a result of Rose's particular use of the Licensed Premises or as a result of any alteration or improvement to the Licensed Premises made by Rose, or if Rose's particular use of the Licensed Premises subjects Rose or the City to any obligation under any legal requirement, including without limitation the ADA, Rose will pay the cost of all such alterations, or the cost of compliance, as the case may be, or Rose must refrain from such use.

10. Alterations. No alterations may be made by Rose to the Licensed Premises without the prior written consent of City. In the event that Rose installs such alterations, Rose acknowledges and agrees that unless directed to remove such alterations by City, they shall be and remain with the Licensed Premises.

11. Insurance.

a. Rose's Insurance Requirements. Rose shall, at its sole cost and expense, maintain and keep in force at all times during the Term: (i) a policy of fire and casualty insurance with extended coverage provisions applicable to the Licensed Premises with such terms and in an amount equal to the coverages recommended by the City's risk manager; (ii) a policy of fire and casualty insurance protecting Rose against loss or damage to Rose's furnishings, equipment and personal property in or upon the Licensed Premises; (iii) commercial general liability insurance, which shall include coverage against claims for personal injury, death or property damage occurring on, in or about the Premises with limits of not less than \$1,000,000 with respect to the Licensed Premises and Rose's conduct of business therein and excess umbrella coverage of not less than \$5,000,000 each occurrence; (iv) business automobile liability insurance covering all owned, non-owned and hired vehicles, with a minimum combined single limit of \$1,000,000 each accident; (v) employers' liability insurance with limits of not less than \$1,000,000 each accident or disease; and (vi) workers' compensation insurance to the extent required by the laws of the State of Michigan. Rose's commercial general liability insurance shall name City as an additional insured, shall provide that it is primary insurance and not excess or contributory with any other valid, existing and applicable insurance in force for or on behalf of City, and provide that City shall receive thirty (30) days' prior written notice from the insurer prior to any cancellation or change of coverage. Additionally, Rose shall provide City a copy of the certificate of insurance indicating same upon request by Rose.

b. City Not Liable. In no event shall City be liable for any damage to or loss of personal property or equipment sustained by Rose, whether or not it is insured. Any property of any kind brought on the Licensed Premises by Rose shall be at the sole risk of Rose and shall be promptly removed at the expiration of this Agreement.

12. Access by City. City shall have the right to enter the Licensed Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as City may deem necessary or desirable.

13. Condemnation. In the event all of the Licensed Premises shall be taken, or so much of the Licensed Premises taken that it is not feasible to continue a reasonably satisfactory operation of the business of Rose, then Rose shall have the option of terminating this Agreement. Such termination shall be without prejudice to the rights of either Rose or City to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Rose nor City shall have any right in or to any award made to the other by the condemning authority.

14. Destruction. In the event the Licensed Premises are damaged by fire or other casualty covered by available insurance proceeds, such damage shall be repaired with reasonable dispatch by and at the expense of Rose. Rose shall immediately notify City of the occurrence of a fire or other casualty at the Premises and shall at its expense restore or replace its personal property, fixtures and City improvements.

15. City's Default. If City fails to keep or perform or abide by any requirement, term, condition, covenant or agreement of this Agreement and such default continues for a period of ten (10) days after written notice to City of such default, then Rose shall have the right to terminate this Agreement, along with pursuing any other remedies available at law or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall City be liable to Rose for any indirect, punitive, special, consequential or incidental damage whatsoever, including loss of goodwill or loss of profits.

16. Rose's Default. If Rose fails to keep or perform or abide by any requirement, term, condition, covenant or agreement of this Agreement and such default continues for a period of ten (10) days after written notice to Rose of such default, then City shall have the right to terminate this Agreement, along with pursuing any other remedies available at law or in equity. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Rose be liable to City for any indirect, punitive, special, consequential or incidental damage whatsoever, including loss of goodwill or loss of profits.

17. Responsibility for Damages and Injury; Limitation of Liability.

a. Rose's Responsibility. Rose shall be responsible for (a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Licensed Premises, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of the Licensed Premises if caused by any act or omission of Rose or its agents, partners, contractors, employees, permitted assignees, Rose, sublessees, invitees or any other person or entity for whose conduct Rose is legally responsible; and (b) violation by Rose of any contract or agreement to which Rose is a party in each case affecting any part of the Licensed Premises or the occupancy or use thereof by Rose.

b. Limitation on Liability. Rose and City agree that none of their respective directors, officers, employees, shareholders, officials, members, managers or agents shall have any personal obligation hereunder, and that Rose and City shall not seek to assert any claim or enforce any of their rights hereunder against such parties.

18. Notice. All notices hereunder or required by law shall be in writing, and shall be deemed properly delivered when and if (i) personally delivered to the addressee, (ii) one business day after being placed in the possession of a nationally recognized overnight courier (such as Federal Express), or (iii) upon transmission by the sending party (in the case of electronic mail).

ROSE: Farmington Hills Senior Living, L.L.C.  
38525 Woodward Avenue.  
P.O. Box 2011  
Bloomfield Hills, Michigan 48303-2011  
Attention: Mark Perkoski  
Telephone: 248-686-5500  
Fax: 248-686-5600  
E-Mail: [dan\\_naragon@edwardrose.com](mailto:dan_naragon@edwardrose.com)  
[Jeff\\_galeas@edwardrose.com](mailto:Jeff_galeas@edwardrose.com)

With a Copy to: Farmington Hills Senior Living, L.L.C.  
38525 Woodward Ave.  
P.O. Box 2011  
Bloomfield Hills, Michigan 48303-2011  
Attention: General Counsel

And a Copy to: Honigman LLP  
650 Trade Centre Way, Suite 200  
Kalamazoo, Michigan 49002-0402  
Attention: Steven J. Rypma  
Telephone: 269-337-7842  
Fax: 269-337-7843  
E-Mail: srypma@honigman.com

CITY: City of Farmington Hills  
Attention: City Manager  
31555 West Eleven Mile Road  
Farmington Hills, MI 48336-1165  
Telephone: 248-871-2500  
Fax: 248-871-2501  
E-Mail: cmo@fhgov.com

With a Copy to: Steven P. Joppich, Esq.  
Rosati, Schultz, Joppich and Amtsbuechler  
27555 Executive Drive, Suite 250  
Farmington Hills, MI 48331-3550  
Telephone: 248-489-4100  
Fax: 248-489-1726  
E-Mail: sjoppich@rsjalaw.com

19. Assignment. This Agreement and the rights, duties, obligations and privileges hereunder may not be assigned by Rose without the prior written consent of City, which consent may be withheld or conditioned at City's sole discretion.

20. Governing Law. The validity, enforceability, interpretation of this Agreement shall be construed under and in accordance with the laws of the State of Michigan.

21. Binding Effect. This Agreement shall bind the parties hereto, their respective heirs and assigns.

22. Recording. Each party hereto covenants and agrees that it has no right to and in no event will either party record or cause to be recorded this Agreement or any memorandum hereof or affidavit, assignment or other document relating to this Agreement.

23. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter of this Agreement, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter of this Agreement, which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed by the parties hereto.

24. Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

25. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

26. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures shall be binding upon the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**ROSE:**

**FARMINGTON HILLS SENIOR LIVING, L.L.C.,**  
a Michigan Limited Liability Company

\_\_\_\_\_  
By: Jeff Galeas  
Its: Authorized Agent

STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF OAKLAND     )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Farmington Hills Senior Living, L.L.C., a Michigan Limited Liability Company, who acknowledged that he/she signed this Agreement on behalf of said company.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

[Intentionally Left Blank – Signature Page to Follow]

**CITY:**

**CITY OF FARMINGTON HILLS,**  
a Michigan municipal corporation

\_\_\_\_\_  
By: Gary Mekjian  
Its: City Manager

\_\_\_\_\_  
By: Pamela B. Smith  
Its: City Clerk

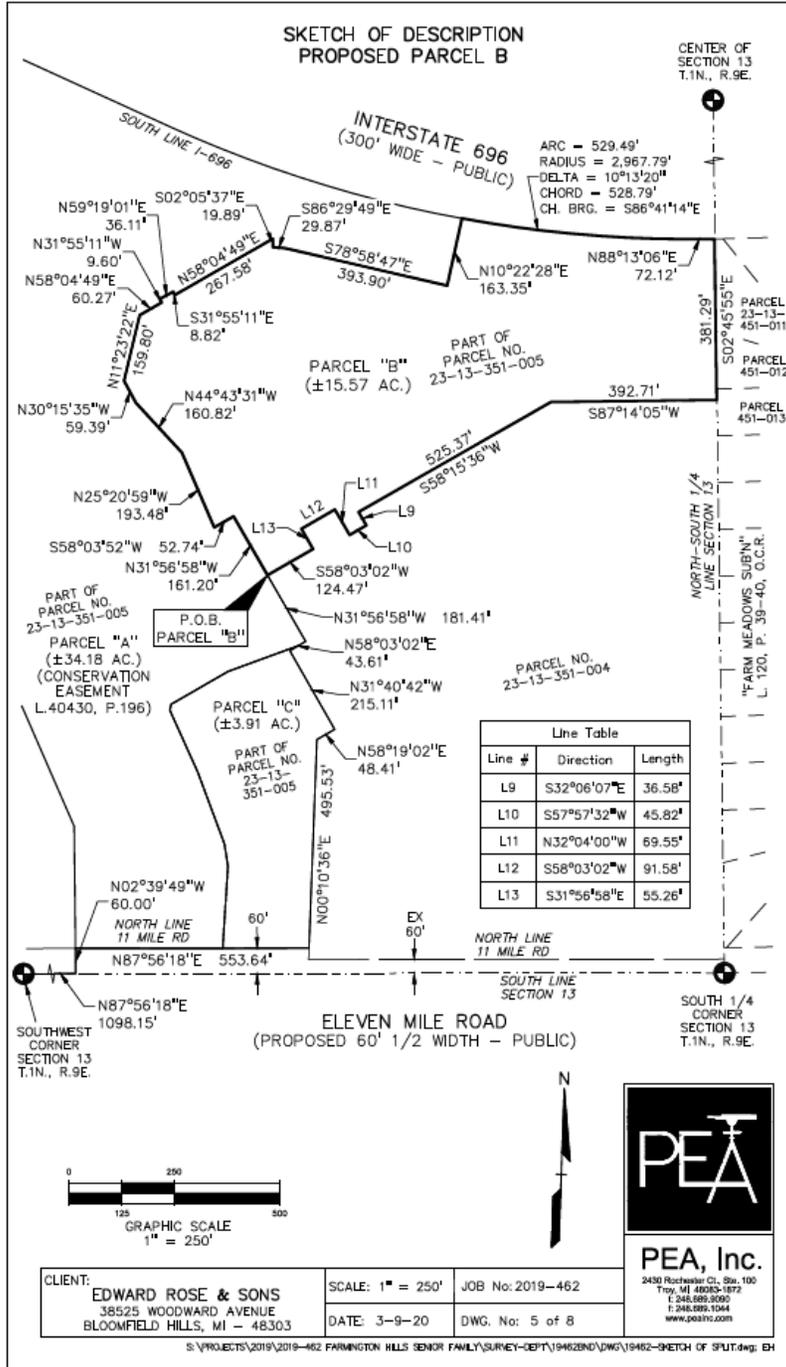
STATE OF MICHIGAN        )  
  ) ss  
COUNTY OF OAKLAND     )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Gary Mekjian, the City Manager, and Pamela B. Smith, the City Clerk, who acknowledged that they signed and attested to this Agreement on behalf of the City of Farmington Hills.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

# Exhibit A

## Depiction of Rose's Property (Parcel "B")



**Exhibit B**

**Site Plan**



Exhibit C

# Costick Center Building Schedule

## **Building Closed 2023**

Sunday, April 9

Saturday-Monday, May 27-29

Tuesday, July 4

Saturday-Monday, September 2-4

Thursday-Friday, November 23-24

Sunday-Monday, December 24-25

Saturday-Monday, December 30-January 1

## **Building Closed 2024**

Monday, January 1

Friday-Sunday, March 29-31

Saturday-Monday, May 25-27

Thursday, July 4

Saturday-Monday, August 31- September 2

Thursday-Friday, November 28-29

Tuesday-Wednesday, December 24-25

Tuesday-Wednesday, December 31-January 1



OFFICE OF CITY CLERK

**DATE:** July 24, 2023  
**TO:** Mayor and City Council  
**FROM:** Pam Smith, City Clerk  
**SUBJECT:** Appointment of Carly Lindahl as City Clerk

Several years ago, I put a succession plan in place for my department that included the Deputy Clerk moving into the Clerk position upon my retirement; subject to approval of City Council. My official retirement date is January 21, 2024, but as mentioned I plan to use time accrued to leave as of December 1, 2023. This will allow me to post positions, hire and train staff to be in place for the 2024 Election year.

The City Clerk position was posted in June, 2023 internally and Carly Lindahl, Deputy City Clerk, was the sole applicant. Carly interviewed with City Council at their study session on July 10, 2023 at which time Council consensus was for staff to place her appointment on the next regular meeting agenda for consideration.

**RECOMMENDATION:**

That the City of Farmington Hills City Council hereby appoints Carly Lindahl, Deputy City Clerk, to the position of City Clerk effective January 22, 2024 with the terms of employment and compensation to be finalized at a later date.

July 10, 2023

**Michigan Municipal League Annual Meeting Notice**

**(Please present at the next Council, Commission or Board Meeting)**

FARMINGTON HILLS CITY CLERK  
RCUD JUL 20 2023 PM4:18

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, October 18-20, 2023. The League's "**Annual Meeting**" is scheduled for 4:30 pm on Wednesday, October 18 in Governors' Hall A at the Grand Traverse Resort & Spa. The meeting will be held for the following purposes:

1. Election of Trustees. To elect five members of the Board of Trustees for terms of four years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <https://mml.org/resources-research/delegate/>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.

**B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **September 18, 2023.**

3. Other Business. To transact such other business as may properly come before the meeting.

**Designation of Voting Delegates**

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <https://mml.org/resources-research/delegate/> **no later than September 18, 2023.**

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary Members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

#### 1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, five members of the Board of Trustees will be elected at the annual meeting for a term of four years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

#### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **September 18, 2023**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

Further, “Every proposed resolution submitted to the Board of Trustees by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or a modification thereof.

We love where you live.



### 3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, October 17, 2023 at the Grand Traverse Resort & Spa for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

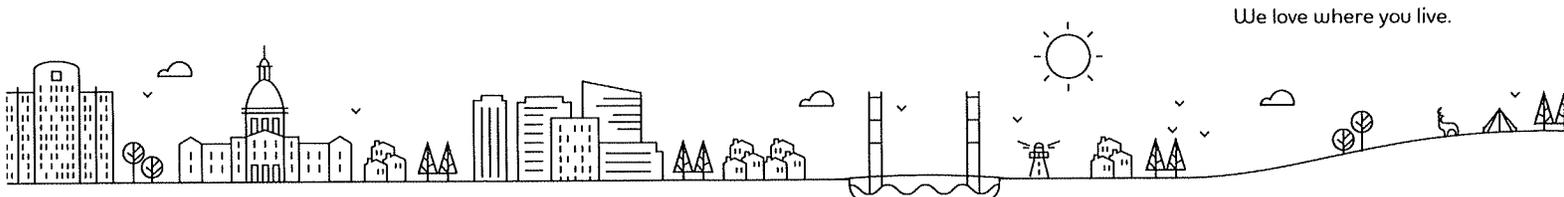
Sincerely,



Barbara Ziarko  
President  
Councilmember, City of Sterling Heights



Daniel P. Gilmartin  
Executive Director & CEO



**REPORT FROM THE CITY MANAGER TO CITY COUNCIL**  
**July 24, 2023**

**SUBJECT: PURCHASE OF USER LICENSES FOR AXON "EVIDENCE.COM" DIGITAL EVIDENCE MANAGEMENT**

**ADMINISTRATIVE SUMMARY**

A new requirement was instituted in 2022 by the Oakland County Prosecutors Office (OCPO) which requires the PD to present all reports, photos, and video for their review via a digital evidence web link. OCPO's preferred method is through the web based "evidence.com", which is a product of Axon. The program is subscription based and charged per user. It is anticipated that the annual cost to access and utilize this service to be \$55,000 per year. The use of this system is anticipated to make workflow between OCPO and investigators more effective. Information and evidence will be shared quickly and efficiently. This system also has additional features which will allow for easier review and redaction of video, photos and reports which will eliminate the need for costly redaction software that is currently used by our FOIA technicians and allow for accurate transcription of audio or video recorded interviews.

- The Police Department currently does not have the ability to efficiently transfer electronic evidence to OCPO as required.
- The Police Department would like to purchase subscription / licenses for staff which will allow for the secure and efficient sharing of electronic evidence.
- The Police Department staff (sworn and civilian) will benefit from the utilization of Evidence.com, as an electronic evidence sharing platform, and as a FOIA video, audio and files redaction system.
- The Police Department, with the purchase of Evidence.com, will be able to eliminate more costly video and audio redaction software subscriptions.
- Funding for this expense has been budgeted in the 2023-2024 Police Department account 101000-300-801-098 (Investigative Services).

**RECOMMENDATION**

In view of the above, it is recommended that the Police Department be authorized to enter into an agreement with Axon for user licenses in the amount of \$55,000 annually. Funding for this purchase budgeted in our 2023-2024 Operating Budget, under account # 101000-300-801-098.

Prepared by: Jeff King, Chief of Police

Reviewed by: Michelle Aranowski, Director of Central Services

Reviewed by: Thomas Skrobola, Director of Finance

Approved by: Gary Mekjian, City Manager

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL – July 24, 2023**

**SUBJECT:** Consideration of Award of Contract for the Inkster Road Sidewalk – 11 Mile Road to Hystone Drive.

**Administrative Summary**

- This project includes the installation of new sidewalk on the west side of Inkster Road from 11 Mile Road to Hystone Drive.
- Funding for this CIP project was provided in the 2022-2023 budget. The low bid is within the budgeted amount.
- This project was advertised and competitively bid using the Michigan Inter-Governmental Trade Network (MITN). Bids were received on June 30, 2023.
- The lowest bidder who has demonstrated the ability to complete the work is Olson Cement Work. Their bid was in the amount of \$67,562.00 and is within budget.
- Construction is estimated to commence in August of 2023 and be completed in September of 2023, weather permitting.

**RECOMMENDATION**

IT IS RESOLVED, the 2023 Sidewalk Project be awarded to the lowest competent bidder, Olson Cement Work in the amount of \$67,562.00 , and

IT IS FURTHER RESOLVED; the City Manager and the City Clerk be authorized to execute the contract on behalf of the City.

**Support Documentation**

The City of Farmington Hills 2022-2023 budget includes an appropriation for the construction of new sidewalk on Inkster Road from 11 Mile Road to Hystone Drive. This will provide a localized major road sidewalk link in this area. Completion of the sidewalk will provide pedestrian access for Camelot Court Subdivision to the major road sidewalk network at the 11 Mile Road and Inkster Road intersection. This sidewalk installation was identified in the City's Capital Improvement Program as a priority.

On June 30, 2023 three (3) bids were received for the above-referenced project (see Bid Summary). The low bid, provided by Olson Cement Work is competitive with current prices in today's market. Olson Cement Work has successfully completed projects for the City of Farmington Hills, City of Wyandotte and Plymouth Township. Most recently, this year, Olson Cement Work is the prime contractor for the City of Farmington Hills 2023 Sidewalk Replacement Program. Their work has been satisfactory, and it is our opinion they can adequately perform the work as outlined in the contract.

**BID SUMMARY**

<b><u>CONTRACTOR</u></b>	<b><u>TOTAL</u></b>
<b>Olson Cement Work Taylor, MI</b>	<b>\$67,562.00</b>
Merlo Construction Company, Inc Milford, MI	\$105,492.00
Lacaria Concrete Construction Detroit, MI	\$164,230.00

Table Description: Contractor bid amounts for the 2023 Sidewalk Project

\*Corrected Total

Prepared by: ShonQuase Dawkins, Civil Engineer I

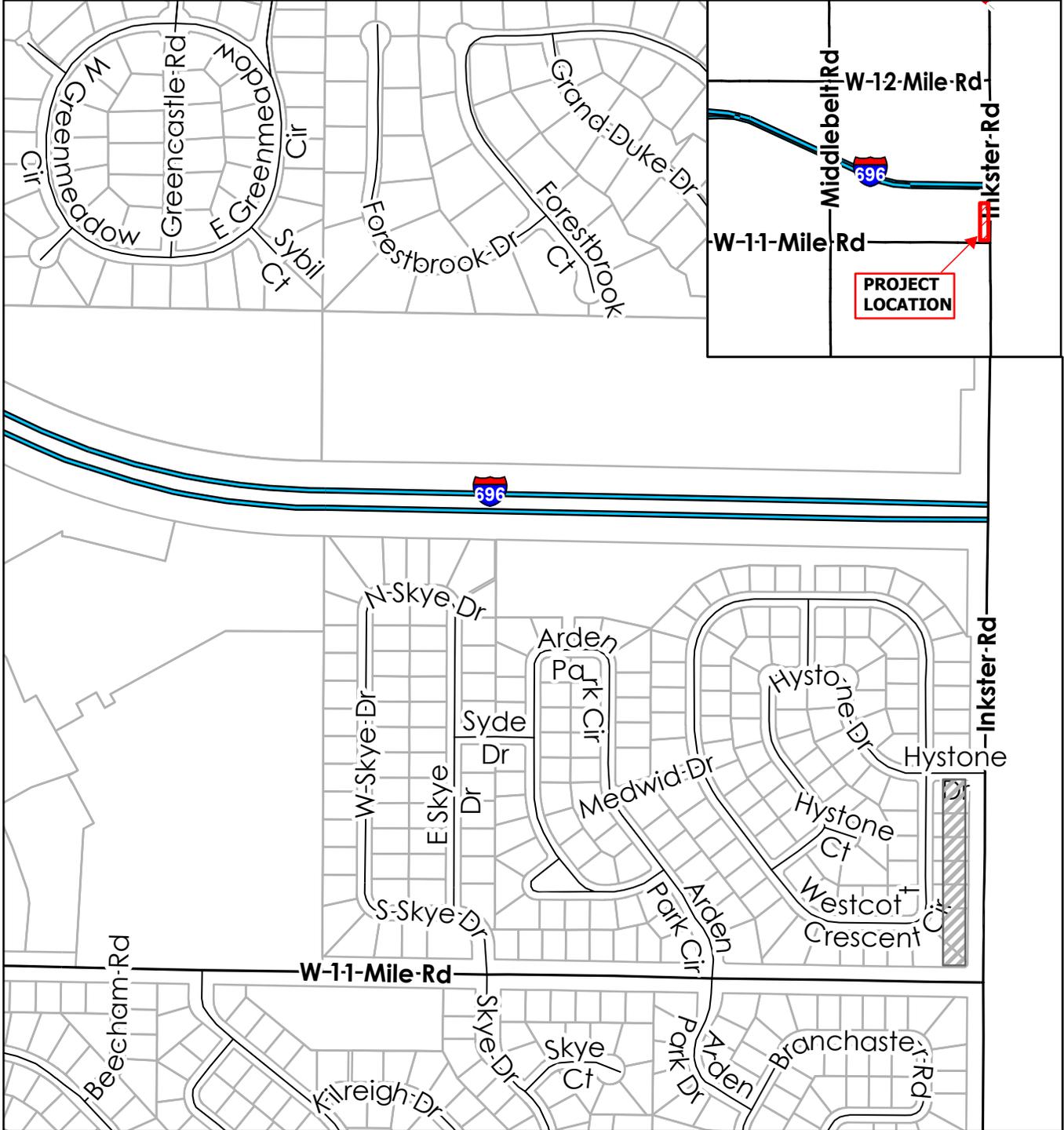
Approved by: James Cubera, P.E., City Engineer

Departmental Authorization by: Karen Mondora, P.E., Director of Public Services  
Michelle Aranowski, Director of Central Services

Approval by: Gary Makjian, PE City Manager

# City of Farmington Hills 2023 Sidewalk Location

## Inkster Road - 11 Mile Road to Hystone Drive



Legend

-  Proposed Inkster Road Sidewalk

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL  
July 24, 2023**

**SUBJECT: 2023-2024 BUDGETED PATROL VEHICLES PURCHASE FOR POLICE DEPARTMENT  
– SIX (6) CHEVROLET TAHOES**

**ADMINISTRATIVE SUMMARY**

The Police Department has begun the process of replacing its aging fleet for patrol purposes. Under the current MITN vehicle bid process, the following vehicles have been located. There are six (6) Chevrolet Tahoe Police Vehicles available at Berger Chevrolet. The pricing for each vehicle is \$40,683.00 per vehicle, which is reflective of the State bid pricing.

The department has identified six patrol vehicles that have met their end of Patrol service life, that would be replaced with these new Patrol vehicles. These end-of-life Patrol vehicle will be repurposed or auctioned, as assessed by the PD and DPW fleet management team.

Planned and budgeted funding for this purchase is available in the FY 2023-2024 Police Department Budget, account # 205000-300-970-058.

**RECOMMENDATION**

It is recommended that City Council authorize the City Manager to issue a purchase order to Berger Chevrolet in the amount of approximately \$222,098.00.

**Prepared by:** Mark Kelley, Sergeant of Logistical Services

**Reviewed by:** Jeff King, Chief of Police

**Reviewed by:** Karen Mondora, Director of Public Works

**Reviewed by:** Michelle Aranowski, Director of Central Services

**Reviewed by:** Thomas Skrobola, Finance Director

**Approved by:** Gary Mekjian, City Manager

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL**  
**July 24, 2023**

**SUBJECT: 2023-2024 BUDGETED PATROL VEHICLES PURCHASE FOR POLICE DEPARTMENT  
– SIX (6) DODGE DURANGOS**

**ADMINISTRATIVE SUMMARY**

The police department currently faces a critical deficiency of Patrol Vehicles, due to several internal and external factors that include:

- 50% of our current marked fleet being inoperable due to crashes and mechanical failures.
- National supply chain issues are causing pursuit rated vehicle orders and repairs to be canceled completely or their delivery delayed for 16-plus months. Our department's 2022-2023 vehicle order has been delayed until 2024; and repair facility costs and completion timeframes are increased significantly.
- Our department achieving full staffing and increased sworn staff by an additional eight police officers.
- An increase of over 50% in Police activity and vehicle usage.

Our department's fleet is managed exceptionally by a team of Police and Department of Public Services personnel. This team has consistently suggested that the Police Department increase its Patrol Fleet to its 2016 fleet status of 35 total Patrol vehicles (currently at 29 total Patrol vehicles), to ensure proper rotation and maintenance. This team has thoroughly assessed our fleet status, usage, and pursuit vehicle availability.

The Police Department began the process of attempting to locate appropriate replacement pursuit rated fleet vehicles, locating six (6) Dodge Durango Pursuit Rated AWD at Galeana's Van Dyke Dodge in Warren. These same vehicles are currently used by police agencies throughout the country.

These Patrol vehicles will bolster our Patrol fleet appropriately to enable uninterrupted emergency services to our community and enable improved vehicle maintenance and rotation, improving fleet readiness and longevity.

Planned and budgeted funding for this purchase is available in the FY 2023-2024 Police Department Budget, account # 101000-300-970-015.

**RECOMMENDATION**

It is recommended that City Council authorize the City Manager to issue a purchase order to Galeana's Van Dyke Dodge in the amount of approximately \$262,254.00.

**Prepared by:** Mark Kelley, Sergeant of Logistical Services

**Reviewed by:** Jeff King, Chief of Police

**Reviewed by:** Karen Mondora, Director of Public Works

**Reviewed by:** Michelle Aranowski, Director of Central Services

**Reviewed by:** Thomas Skrobola, Finance Director

**Approved by:** Gary Mekjian, City Manager

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL**  
**July 24, 2023**

**SUBJECT:     AWARD OF AGREEMENT FOR POLICE VEHICLE ACCESSORIES**

**ADMINISTRATIVE SUMMARY**

- The Farmington Hills Police Department purchases equipment for installation in new vehicles to convert them from civilian to police use. Equipment purchased includes light bars, sirens, partition screens, transport seats, push bumpers, and miscellaneous mounting racks for Police gear.
- Once delivered, the equipment will be installed by Oakland County as part of our service agreement with them; approved by City Council in June 2023.
- Sealed bids were solicited by Oakland County for the purchase of various police vehicle accessories on an “as needed basis” in July of 2023. Winder Police Equipment Inc. was awarded the contract for said bid. The awarded contract is offered to the City by extension as part of the MITN Purchasing Cooperative. Participating in a cooperative purchase provides cost savings for the City of Farmington Hills due to the buying power of the cooperative.
- Winder Equipment Inc. has provided excellent service this past year and staff is confident that they can supply all items specified in a timely manner.
- The equipment provided will cover the (6) new Dodge Durango’s and the (6) new Chevrolet Tahoe’s. Two of the Tahoe’s will be special purpose vehicles (Evidence Technician and Patrol Supervisor) which required additional items.
- The equipment is provided with varying lengths of warrantee periods, but all carry a minimum of one (1) year.
- Funding for this purchase budgeted in our 2023-2024 CIP, under account # 101000-300-970-015.

**RECOMMENDATION**

In view of the above, it is recommended that City Council waive the formal bid requirements and authorize the City Manager to issue a purchase order for Police Vehicle Equipment in the amount of \$110,692.92 to Winder Police Equipment with all the terms and conditions of previously awarded bid from Oakland County contract.

Prepared by:   Mark Kelley, Logistics Sergeant-Police Department

Reviewed by:   Jeff King, Chief of Police

Reviewed by:   Michelle Aranowski, Director of Central Services

Reviewed by:   Thomas Skrobola, Director of Finance

Approved by:   Gary Mekjian, City Manager



To: Gary Mekjian, City Manager  
From: Thomas C. Skrobola, Finance Director/Treasurer  
Date: July 24, 2023  
Subject: **FY 2023/24 Fourth Quarter Financial Summary Report**

Enclosed you will find the Fourth Quarter Summary Financial Report of the General Fund, Major Road Fund, Local Road Fund and Capital Improvement Fund.

### **General Fund**

#### **Revenue/Transfers-in:**

Total annual revenue and transfers-in is projected to be \$72.5 million, which is the same as the Amended Budget.

#### **Expenditures/Transfers-out:**

Total annual expenditures and transfers-out are projected to be \$73.6 million, which is the same as the Amended Budget.

#### **Fund Balance:**

Total Fund Balance is projected to be approximately \$44.5 million at June 30, 2023, with \$42.0 million unassigned. This is 60.4% of projected Total Expenditures. which is the same as the Amended Budget.

### **Major Road Fund**

#### **Revenue/Transfers-in:**

Total annual revenue and transfers-in is projected to be \$13.7 million, which is the same as the Amended Budget.

#### **Expenditures/Transfers-out:**

Total annual expenditures and transfers-out is projected to be \$16.7 million, which is the same as the Amended Budget.

**Fund Balance:**

The projected Fund Balance of \$3.2 million is 19.4% of projected Total Expenditures at June 30, 2023, which is the same as the Amended Budget.

**Local Road Fund****Revenue/Transfers-in:**

Total annual revenue and transfers-in is projected to be \$14.8 million, which is the same as the Amended Budget.

**Expenditures/Transfers-out:**

Total annual expenditures and transfers-out is projected to be \$15.2 million, which is the same as the Amended Budget.

**Fund Balance:**

The projected Fund Balance of \$1.5 million is 9.7% of projected Total Expenditures at June 30, 2023, which is the same as the Amended Budget.

**Capital Improvement Fund****Revenue/Transfers-in:**

Total annual revenue and transfers-in is projected to be \$15.1 million, which is the same as the Amended Budget.

**Expenditures/Transfers-out:**

Total annual expenditures and transfers-out is projected to be \$18.6 million, which is the same as the Amended Budget.

**Fund Balance:**

The Projected Fund Balance of \$3.9 million is 20.7% of projected Total Expenditures at June 30, 2023, which is the same as the Amended Budget.

Please contact me if you have any questions.

FY 2022-23 4th Quarter Financial Report

**GENERAL FUND SUMMARY**

	2022/23 Amended Budget	2022/23 Year-To-Date (includes encumbrances)	2022/23 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<b><u>Fund Balance, July 1</u></b>					
Unassigned	45,224,062	45,224,062	45,224,062		
Nonspendable + Restricted + Assigned	304,826	304,826	304,826		
Total Fund Balance (actual)	45,528,888	45,528,888	45,528,888		
<b><u>Revenue</u></b>					
Property Taxes	36,181,817	36,241,615	36,181,817	-	0.00%
Business Licenses & Permits	27,405	27,529	27,405	-	0.00%
Other Licenses & Permits	1,599,901	2,123,019	1,599,901	-	0.00%
Grants	5,095,659	6,288,237	5,095,659	-	0.00%
State Shared Revenues	9,277,177	7,306,462	9,277,177	-	0.00%
Fees	6,413,513	6,164,808	6,413,513	-	0.00%
Sales	582,626	519,641	582,626	-	0.00%
Fines & Forfeitures	1,331,800	1,536,709	1,331,800	-	0.00%
Interest Earnings	300,000	1,990,464	300,000	-	0.00%
Recreation User Charges	7,597,321	7,899,072	7,597,321	-	0.00%
Other Revenue	2,797,037	2,285,987	2,797,037	-	0.00%
Total Revenue	71,204,256	72,383,543	71,204,256	-	0.00%
<b><u>Expenditures</u></b>					
City Council	120,508	108,217	120,508	-	0.00%
Planning Commission	121,537	228,602	121,537	-	0.00%
Boards and Commissions	2,799,459	2,825,866	2,799,459	-	0.00%
City Administration	920,358	882,594	920,358	-	0.00%
Public Information	588,083	446,748	588,083	-	0.00%
Finance	354,873	407,158	354,873	-	0.00%
Accounting	586,894	456,859	586,894	-	0.00%
Assessing	798,375	715,948	798,375	-	0.00%
Treasury	417,144	404,987	417,144	-	0.00%
Corporation Counsel	744,844	759,950	744,844	-	0.00%
City Clerk	920,215	874,369	920,215	-	0.00%
Human Resources	720,110	489,474	720,110	-	0.00%
Central Services	1,214,155	1,218,762	1,214,155	-	0.00%
Support Services	2,652,726	2,469,770	2,652,726	-	0.00%
Post-Employment Benefits	2,232,149	2,046,137	2,232,149	-	0.00%
Police Department	17,088,643	17,561,557	17,088,643	-	0.00%
Fire Department	7,713,052	7,398,982	7,713,052	-	0.00%
Public Services Administration	551,442	561,959	551,442	-	0.00%
Road Maintenance (Net)	302,797	718,695	302,797	-	0.00%
Planning & Community Development	1,948,237	1,760,010	1,948,237	-	0.00%
Building Maintenance	517,596	480,427	517,596	-	0.00%
Engineering	1,376,161	1,268,393	1,376,161	-	0.00%
DPW Maintenance Facility	1,741,341	1,451,543	1,741,341	-	0.00%
Waste Removal	3,920,762	3,901,611	3,920,762	-	0.00%
Special Services Administration	4,637,577	4,906,584	4,637,577	-	0.00%
Youth Services	0	4,642	0	-	0.00%
Senior Services	1,008,523	1,498,331	1,008,523	-	0.00%
Parks Maintenance	1,924,056	1,801,956	1,924,056	-	0.00%
Cultural Arts	1,484,469	1,340,599	1,484,469	-	0.00%
Golf Course	836,619	938,307	836,619	-	0.00%
Recreation Programs	2,415,422	2,484,463	2,415,422	-	0.00%
Ice Arena	1,097,840	953,995	1,097,840	-	0.00%
Total Expenditures	63,755,967	63,367,491	63,755,967	0	0.00%
Excess of Revenue Over (Under) Expenditures	7,448,289	9,016,052	7,448,289	-	0.00%
<b><u>Other Financing Sources (Uses)</u></b>					
Operating Transfers In	1,316,850	1,316,850	1,316,850	-	0.00%
Operating Transfers Out	(9,830,000)	(9,600,000)	(9,830,000)	-	0.00%
Total Other Financing Sources (Uses)	(8,513,150)	(8,283,150)	(8,513,150)	-	0.00%
Excess of Revenue and Other Financing	(1,064,861)	732,902	(1,064,861)	-	0.00%
<b><u>Fund Balance, June 30</u></b>					
Unassigned	42,064,027		42,064,027		
Nonspendable + Restricted + Assigned	2,400,000		2,400,000		
Total Fund Balance, June 30	44,464,027		44,464,027	-	
Total Fund Balance - Percent of Expenditures	60.4%		60.4%		
Unassigned Fund Balance - Percent of Expendit	3.3%		3.3%		
25% of Expenditures	18,396,492		18,396,492		
Unassigned Fund Balance Over/(Under) 25% of	23,667,535		23,667,535		
Revenue + Transfers-in	72,521,106		72,521,106	-	0.00%
Expenditures + Transfers-out	73,585,967		73,585,967	-	0.00%

FY 2022-23 4th Quarter Financial Report

**MAJOR ROADS FUND SUMMARY**

	2022/23 Amended Budget	2022/23 Year-To-Date (includes encumbrances)	2022/23 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<b><u>Fund Balance, July 1</u></b>					
Nonspendable + Restricted + Assigned Unassigned	6,250,706	6,250,706	6,250,706		
Total Fund Balance (actual)	6,250,706	6,250,706	6,250,706		
<b><u>Revenue</u></b>					
Intergovernmental Revenues					
Gas & Weight Tax (Act 51)	8,194,167	6,639,818	8,194,167	-	0.00%
Federal/State Grants	0	0	0	-	0.00%
Total Intergovernmental Revenues	8,194,167	6,639,818	8,194,167	-	0.00%
Other Revenues					
Miscellaneous	190	417,152	190	-	0.00%
Interest Earnings	75,000	357,267	75,000	-	0.00%
Total Other Revenues	75,190	774,419	75,190	-	0.00%
Total Revenue	8,269,357	7,414,236	8,269,357	-	0.00%
<b><u>Expenditures</u></b>					
Construction	11,943,251	15,260,103	11,943,251	-	0.00%
Routine Maintenance	2,920,786	2,726,810	2,920,786	-	0.00%
Traffic Services - Maintenance	495,727	442,040	495,727	-	0.00%
Winter Maintenance	1,217,231	784,670	1,217,231	-	0.00%
Administration, Records & Engineering	89,200	47,119	89,200	-	0.00%
Total Expenditures	16,666,195	19,260,741	16,666,195	-	0.00%
Excess of Revenue Over (Under) Expenditures	(8,396,838)	(11,846,504)	(8,396,838)	-	0.00%
<b><u>Other Financing Sources (Uses)</u></b>					
Bond Proceeds	0	0	0	-	0.00%
Operating Transfers In	5,381,577	4,976,220	5,381,577	-	0.00%
Operating Transfers Out	0	0	0	0	0.00%
Total Other Financing Sources (Uses)	5,381,577	4,976,220	5,381,577	-	0.00%
Excess of Revenue and Other Financing	(3,015,261)	(6,870,285)	(3,015,261)	-	0.00%
<b><u>Fund Balance, June 30</u></b>					
Nonspendable + Restricted + Assigned	3,235,445		3,235,445		
Total Fund Balance, June 30	3,235,445		3,235,445		
Total Fund Balance - Percent of Expenditures	19.4%		19.4%		
Revenue + Transfers-in	13,650,934		13,650,934	-	0.00%
Expenditures + Transfers-out	16,666,195		16,666,195	-	0.00%

FY 2022-23 4th Quarter Financial Report

**LOCAL ROADS FUND SUMMARY**

	2022/23 Amended Budget	2022/23 Year-To-Date (includes encumbrances)	2022/23 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<b><u>Fund Balance, July 1</u></b>					
Nonspendable + Restricted + Assigned Unassigned	1,857,343	1,857,343	1,857,343		
Total Fund Balance (actual)	1,857,343	1,857,343	1,857,343		
<b><u>Revenue</u></b>					
Intergovernmental Revenues					
Gas & Weight Tax (Act 51)	2,936,790	2,178,590	2,936,790	-	0.00%
Federal/State Grants	0	0	0	-	0.00%
Total Intergovernmental Revenues	2,936,790	2,178,590	2,936,790	0	0.00%
Other Revenues					
Miscellaneous					
Interest Earnings	81,668	474,821	81,668	-	0.00%
Total Other Revenues	81,668	474,821	81,668	-	0.00%
Total Revenue	3,018,458	2,653,411	3,018,458	-	0.00%
<b><u>Expenditures</u></b>					
Construction	10,709,345	18,432,572	10,709,345	-	0.00%
Routine Maintenance	3,399,793	4,513,056	3,399,793	-	0.00%
Traffic Services - Maintenance	25,851	37,488	25,851	-	0.00%
Winter Maintenance	124,898	142,245	124,898	-	0.00%
Administration, Records & Engineering	925,500	894,805	925,500	-	0.00%
Total Expenditures	15,185,387	24,020,166	15,185,387	-	0.00%
Excess of Revenue Over (Under) Expenditures	(12,166,929)	(21,366,755)	(12,166,929)	-	0.00%
<b><u>Other Financing Sources (Uses)</u></b>					
Bond Proceeds	0	0	0	-	0.00%
Operating Transfers In	11,781,926	11,781,926	11,781,926	-	0.00%
Operating Transfers Out	0	0	0	-	0.00%
Total Other Financing Sources (Uses)	11,781,926	11,781,926	11,781,926	0	0.00%
Excess of Revenue and Other Financing	(385,003)		(385,003)	0	0.00%
<b><u>Fund Balance, June 30</u></b>					
Nonspendable + Restricted + Assigned	1,472,340		1,472,340		
Total Fund Balance, June 30	1,472,340		1,472,340		
Total Fund Balance - Percent Of Expenditures	9.7%		9.7%		
Revenue + Transfers-in	14,800,384		14,800,384	-	0.00%
Expenditures + Transfers-out	15,185,387		15,185,387	-	0.00%

FY 2022-23 4th Quarter Financial Report

**CAPITAL IMPROVEMENT FUND SUMMARY**

	2022/23 Amended Budget	2022/23 Year-To-Date (includes encumbrances)	2022/23 Year-end Projection	Projection Over (Under) Budget	Percentage Change
<b><u>Fund Balance, July 1</u></b>					
Nonspendable + Restricted + Assigned Unassigned	7,323,119	7,323,119	7,323,119		
Total Fund Balance (actual)	7,323,119	7,323,119	7,323,119		
<b><u>Revenue</u></b>					
Grants	68,000	68,000	68,000	-	-
Miscellaneous	0	(6,768)	0	-	-
Interest Earnings + Bond Proceeds	7,431,234	7,276,364	7,431,234	-	0.00%
Total Revenue	7,499,234	7,337,596	7,499,234	-	0.00%
<b><u>Expenditures</u></b>					
Capital and Equipment	8,684,538	7,073,772	8,684,538	-	0.00%
Construction	9,437,514	9,632,601	9,437,514	-	0.00%
Miscellaneous	500	106	500	-	0.00%
Debt Payment	452,543	0	452,543	-	0.00%
Total Expenditures	18,575,095	16,706,479	18,575,095	0	0.00%
Excess of Revenue Over (Under) Expenditures	(11,075,861)	(9,368,883)	(11,075,861)	-	0.00%
<b><u>Other Financing Sources (Uses)</u></b>					
Bond Proceeds	0	0	0	-	-
Operating Transfers In	7,600,000	7,600,000	7,600,000	-	0.00%
Operating Transfers Out	0	0	0	-	-
Total Other Financing Sources (Uses)	7,600,000		7,600,000	-	0.00%
Excess of Revenue and Other Financing	(3,475,861)		(3,475,861)	-	0.00%
<b><u>Fund Balance, June 30</u></b>					
Nonspendable + Restricted + Assigned	3,847,258		3,847,258		
Total Fund Balance, June 30	3,847,258		3,847,258		
Total Fund Balance - Percent of Expenditures	20.7%		20.7%		
Revenue + Transfers-in	15,099,234		15,099,234	-	0.00%
Expenditures + Transfers-out	18,575,095		18,575,095	-	0.00%



## **MEMORANDUM**

**To: Gary Mekjian, City Manager**  
**From: Thomas C. Skrobola, Finance Director/Treasurer**  
**Date: July 24, 2023**  
**Subject: The City's Quarterly Investment Report as of June 30, 2023**

Attached you will find the City's Quarterly Investment Report (exclusive of the investments of the Pension Trust Funds) as of June 30, 2023.

In comparison to the quarter ended March 31, 2023, the City's total investment/bank balance is \$147.5 million, a decrease of \$11.9 million or 7.5%, which is typical for the 3 quarterly periods after the Summer 2022 Property Tax collections.

In comparison to the same quarter a year ago, i.e., the quarter ended June 30, 2022, the City's total investment/bank balance has increased by \$17.3 million or 13.3%, which reflects a positive cash flow that is the net of FY 2021-22 year-end performance which added \$1.7 million to General Fund balance, the continuation of ARPA grant proceeds exceeding \$3 million over that period, as well as CIP bond proceeds of \$7 million.

The City's average Rate of Return (R.O.R.) on investments was 4.58% compared to 4.49% the previous quarter. The City's R.O.R. was below the benchmark Fed Funds Rate by 0.17%. The gap represents a one-year narrowing trend, which reflects continued increases in short-term Treasury rates, which trail ongoing Federal Reserve Rate hikes. The Treasurer's Office has shortened maturities to "climb the ladder" through the prudent and timely diversification of investment options, which is why the difference between the benchmark and actual performance is relatively small.

We will continue to work within the primary objectives of the City's Investment Policy, which, in priority order, are; safety, diversification, liquidity and return on investment, as highlighted below:

1. Safety of principal is the primary objective of the City of Farmington Hills investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. The objective will be to mitigate risk through the utilization of FDIC insured and collateralized investments;
2. The investments shall be diversified by type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. The City has investments in certificate of deposits, CDARS, cash equivalents, mutual funds, checking accounts, savings accounts, money market accounts, and U.S. instruments, diversified between financial institutions as indicated in this report;

3. The investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements which may be reasonably anticipated, by the use of cash flow forecasting models; and
  
4. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio. At minimum, the City's average rate of return on investments should earn more than the 3-month Treasury Bill Rate and Fed Funds Rate.

Please let me know if you have any questions.

City of Farmington Hills								
Quarterly Investment Report								
As of June 30, 2023								
				\$147,509,239			4.58%	
Financial Institution	Fund	Account Type	Investment	Bank Total	Date of Maturity	Current % Interest Rate	Average R.O.R.	Percentage of Portfolio
<b>Comerica Bank</b>	All funds	*CK	38,913		Immediate	0.18%	0.0000%	
<b>Comerica Bank</b>	All Funds-J-Fund	MF	109,412,651	109,451,564	Immediate	4.86%	3.6048%	74.20%
<b>Michigan Class</b>	All Funds	MMIP	25,872,401	25,872,401	Immediate	5.22%	0.9164%	17.54%
<b>Oakland County Investment Pool</b>	All Funds	LGIP	11,144,692	11,144,692	Immediate	0.80%	0.0602%	7.56%
<b>PNC Bank</b>	All Funds	*CK	1,040,582	1,040,582	Immediate	0.19%	0.0013%	0.71%
<b>Total</b>				<b>147,509,239</b>			<b>4.5828%</b>	<b>100.00%</b>
1-Year Treasury Bill Rate-trailing six months							5.08%	
3-Month Treasury Bill Rate-trailing six months							4.99%	
Quarterly Fed Funds Rate-trailing six months							4.75%	
City's Avg. R.O.R. over/(under) the 1-year T-Bill Rate							-0.50%	
City's Avg. R.O.R. over/(under) the 3-month T-Bill Rate							-0.41%	
City's Avg. R.O.R. over/(under) the Fed Funds Rate							-0.17%	
<b>Type Codes</b>								
CD - Certificate of Deposit			MF - Mutual Fund			MUNI - Municipal Bonds		
CE - Cash Equivalent			MM - Money Market Account					
CK - Regular Checking			***MMIP - Money Market Investment Pool					
CP - Commercial Paper			SV - Savings Account					
IBC- Interest bearing checking			USI - United States Instrumentality					
LGIP - Local Government Investment Pool			UST - United States Treasury					
*CK = Earnings Credit applied to Bank Service Fees.								
**CK = Non-interest bearing account.								
***Michigan Cooperative Liquid Assets Securities System (Michigan CLASS) is rated 'AAAm' by Standard & Poor's. The rating signifies extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. This is accomplished through conservative investment practices and strict internal controls. Standard & Poor's monitors the portfolio on a weekly basis. The Pool invests in US Treasury obligations, federal agency obligations of the U.S. government, high grade commercial paper (A-1 or better), collateralized bank deposits, repurchase agreements (collateralized at 102% by Treasuries and agencies) and approved money market funds. The credit quality of the Pool is excellent with greater than 50% of the securities invested in A-1+ securities and the remainder in A-1 paper. The portfolio's weighted average maturity is kept under 60 days, which further helps to enhance liquidity and limits market price exposure. Portfolio securities are priced to market on a weekly basis.								
			Previous 1/4	\$159,398,247			108.1%	
			\$ Change	(\$11,889,008)				
			% Change	-7.46%				
			Previous Year	\$130,175,159			88.2%	
			\$ Change	\$17,334,080				
			% Change	13.32%				



INTEROFFICE CORRESPONDENCE

To: Gary Mekjian, City Manager  
From: Ellen Schnackel, Director of Special Services  
Subject: Consideration of Employment for Ona Baker  
Date: July 24, 2023

In compliance with the City Charter Article X, Section 10.01 A, we are requesting from the City Council approval to consider for employment the following individual: Ona Baker, who is related to an employee of the City, Lawrence Baker, who is the Makerspace Manager.

The Department of Special Services has followed all City policies and procedures in establishing an eligibility list of qualified candidates. This includes advertising in the local newspapers, posting on websites and on social media, distribution of job announcements at Farmington Public Schools and Oakland County Community College. A thorough investigation of the applicant's credentials and a personal interview were conducted. Providing applicants are equally qualified, residents receive preference for employment opportunities.

Occasionally we have some difficulty finding qualified applicants for part-time positions because they may require certain qualifications or specialized training/certification and the work hours typically include nights and/or weekends. Therefore, in view of meeting the established criteria and being the most qualified applicant, the Department of Special Services respectfully requests the City Council's approval of Ona Baker.

Name: Ona Baker

Position Applied For: Aquatics Attendant

Number of Employees Needed in this Position: 5

Date Position Posted: 4/12/23                      Open Until: Filled

Number of Applicants for this position: 1                      Number of Applicants Interviewed: 1

Salary: \$10.30/hr.

Relationship: Ona Baker is the daughter of Lawrence Baker who is employed in the Cultural Arts Division of Special Services

Justification: Ona Baker is the most qualified applicant and is available to begin work immediately.

Prepared by: Stephana Sawyer, Aquatics Specialist

Authorized by: Ellen Schnackel, Director of Special Services

Approved by: Gary Mekjian, City Manager

**MINUTES  
CITY OF FARMINGTON HILLS  
FARMINGTON HILLS CITY COUNCIL  
CITY HALL - COMMUNITY ROOM  
JULY 10, 2023 - 6:00PM**

The study session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 6:07pm

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

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Director Brown and City Attorney Joppich

**INTERVIEW FOR CITY CLERK POSITION**

City Clerk Smith outlined the succession plan that was in place for her office that included moving Deputy Clerk Carly Lindahl into the City Clerk position upon her retirement, if approved by City Council. She stated that per Carly's resume that has been provided, she is more than qualified for the position and has every certification that she needs and could have at this level as well as holds a bachelor's degree in public administration. Clerk Smith expressed her support for Carly as the next City Clerk.

City Council conducted their interview with Deputy Clerk Lindahl.

Deputy Clerk Lindahl excused herself following the interview questions to allow for further discussion by Council and then returned to the meeting.

The consensus of City Council was to have staff place the appointment of Carly Lindahl as City Clerk on the next regular agenda for consideration.

**ADJOURNMENT**

The study session meeting adjourned at 7:19pm

Respectfully submitted,



Pamela B. Smith, City Clerk

MINUTES  
CITY OF FARMINGTON HILLS  
CITY COUNCIL MEETING  
CITY HALL – COUNCIL CHAMBER  
JULY 10, 2023 – 7:30 PM

The regular session meeting of the Farmington Hills City Council was called to order by Mayor Barnett at 7:32pm.

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

Council Members Absent: None

Others Present: City Manager Mekjian, City Clerk Smith, Assistant City Manager Valentine, Director Schnackel and City Attorney Joppich

**PLEDGE OF ALLEGIANCE**

Mayor Barnett led the pledge of allegiance.

**APPROVAL OF REGULAR SESSION MEETING AGENDA**

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

MOTION CARRIED 7-0.

**CORRESPONDENCE**

The following correspondence was acknowledged:

- Emails and calls received praising the city’s 50<sup>th</sup> Anniversary celebration

**CONSENT AGENDA**

MOTION by Bridges, support by Newlin, to approve the consent agenda as read.

Roll Call Vote:

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

Nays: NONE

Absent: NONE

Abstentions: NONE

MOTION CARRIED 7-0.

**PUBLIC QUESTIONS AND COMMENTS**

Angie Smith, resident and School Board Member, thanked City Council and staff for a wonderful 50<sup>th</sup> Anniversary event. She commented on the cooperation between the city and schools and encouraged Council members and staff to volunteer at the African American Parent Network program tutoring students as another means to work with the school system.

Pam Gerald, resident, acknowledged a town hall meeting on gun violence being held at the Southfield Pavilion located at 26000 Evergreen, Southfield MI on July 31<sup>st</sup> from 5:30pm-8:30pm at which various Police Chiefs and Public Safety Directors, including Farmington Hills Police Chief King will be present. The question for the public is how they feel we can reduce gun violence and what are some suggested solutions. She encouraged members of Council to attend and support the event.

Pastor Dr. Steven Jones introduced his new church in the area located at 13 Mile and Farmington Roads, Testimony Christian Center Church. He was present to learn more about the city and introduce his church.

**COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS**

The following Councilmember comments or announcements were made:

- Thank you to staff for a great 50<sup>th</sup> celebration
- Acknowledged the gun violence town hall meeting that is being held in Southfield

**CITY MANAGER UPDATE**

City Manager Mekjian provided an update on the following:

- 50<sup>th</sup> Anniversary celebration and thank you to Council for their support and staff for all of their efforts to make this a successful event.

**CONSENT AGENDA**

**RECOMMENDED ADOPTION OF A RESOLUTION APPROVING AN AMENDMENT TO THE AMERICAN RESCUE PLAN ACT (ARPA) LOCAL AGREEMENT WITH OAKLAND COUNTY. CMR 7-23-86**

STATE OF MICHIGAN  
COUNTY OF OAKLAND  
CITY OF FARMINGTON HILLS

**RESOLUTION APPROVING AN AMENDMENT TO THE LOCAL  
FISCAL RECOVERY FUND DISTRIBUTION INTERGOVERNMENTAL  
AGREEMENT  
BETWEEN THE CITY OF FARMINGTON HILLS FOR USE IN ITS SENIOR CENTER  
AND OAKLAND COUNTY**

RESOLUTION NO. R-151-23

At a regular meeting of the City Council of the City of Farmington Hills, County of Oakland, State of Michigan, held on July 10, 2023, at 7:30 p.m., Eastern Daylight Savings Time, with those present and absent being,

PRESENT: BARNETT, BOLEWARE, BRIDGES, BRUCE, KNOL, MASSEY AND NEWLIN  
ABSENT: NONE

The following preamble and resolution were offered by Councilperson Bridges and supported by Councilperson Newlin:

WHEREAS, on February 27, 2023, the City of Farmington Hills approved entering into an Intergovernmental Agreement with Oakland County to provide \$150,000 of Local Fiscal Recovery Funds to the City for use in its Senior Center; and

WHEREAS, the County has requested an amendment to the Intergovernmental Agreement to clarify federal grant requirements; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Farmington Hills hereby approves the Intergovernmental agreement amendment between the City of Farmington

Hills and Oakland County clarifying grant reporting requirements for the funding the City will receive from the County for use in its Senior Center.

BE IT FURTHER RESOLVED that City Council authorizes the City Manager and City Clerk to enter into said amendment.

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

RESOLUTION DECLARED ADOPTED.

**RECOMMENDED APPROVAL OF A REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR AN AQUATICS ATTENDANT.**

MOTION by Bridges, support by Newlin, that the City Council of Farmington Hills hereby approves the request for employment of Carlin Early as an Aquatics Attendant for the Special Services under Section 10.01A of the City Charter.

Roll Call Vote:

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

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF A REQUEST FOR EMPLOYMENT UNDER SECTION 10.01A OF THE CITY CHARTER FOR TWO HAWK'S NEST AIDES.**

MOTION by Bridges, support by Newlin, that the City Council of Farmington Hills hereby approves the request for employment of Ren Liles and Gabriella Williams as Hawk's Nest Aides under Section 10.01A of the City Charter.

Roll Call Vote:

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

MOTION CARRIED 7-0.

**RECOMMENDED APPROVAL OF CITY COUNCIL REGULAR SESSION MEETING MINUTES OF JUNE 26, 2023.**

MOTION by Bridges, support by Newlin, that the City Council of Farmington Hills hereby approves the regular session meeting minutes of June 26, 2023.

Roll Call Vote:

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

MOTION CARRIED 7-0.

**ADDITIONS TO AGENDA**

There were no additions to the agenda.

**ATTORNEY REPORT**

Attorney report was received.

**ADJOURNMENT**

MOTION by Bridges, support by Boleware, to adjourn the regular session City Council meeting at 7:55pm.

MOTION CARRIED 7-0.

Respectfully submitted,



Pamela B. Smith, City Clerk