



Regular City Council Meeting
7:00 p.m., Monday, October 30, 2017
City Council Chambers
23600 Liberty Street
Farmington, MI 48335

REGULAR MEETING AGENDA

1. **ROLL CALL**
2. **PUBLIC COMMENT**
3. **APPROVAL OF REGULAR AGENDA**
4. **PRESENTATION/PUBLIC HEARINGS**
 - A. **Roush Industries, Inc. Public Hearing: Transfer of Industrial Facilities Exemption Certificate**
5. **NEW BUSINESS**
 - A. **Consideration to approve the request for transfer of the IFEC tax exemption certificate and related agreement between the City of Farmington and Roush Manufacturing, Inc. from Roush Manufacturing, Inc. to Roush Industries, Inc.**
 - B. **Consideration to approve a Michigan Liquor Control Commission resolution allowing the Farmington Gifts, Greens and Giving Market a temporary special liquor license to sell beer, wine and spirits**
 - C. **Consideration to adopt proposed amendment to Chapter 19 “Nuisances,” Article 7, of the City of Farmington Code Of Ordinances - Alarm Systems**
 - D. **Consideration to approve proposed resolution to amend chapter 6, section 3 of the City of Farmington Fee Schedule – Alarm Fees**
6. **CITY COUNCIL COMMENTS**
7. **ADJOURNMENT**

**Farmington City Council
Agenda Item**

**Council Meeting
Date: October 30, 2017**

**Item Number
5A**

Submitted by: David M. Murphy, City Manager

Agenda Topic

Hold public hearing on Application of Roush Manufacturing, Inc. to transfer its Industrial Facilities Exemption Certificate (IFEC) to its assignee, Roush Industries, both subsidiaries of Roush Enterprises, Inc., **and** consideration of approval of (1) the applicant's request for transfer of the IFEC as requested, and (2) Consent to Assignment confirming that, except for the change in property ownership, the terms and conditions of the IFEC and related IFEC Agreement remain in full force and effect.

Proposed Motion

Approve (1) the request for transfer of the IFEC tax exemption certificate and related IFEC Agreement between the City of Farmington and Roush Manufacturing, Inc. from Roush Manufacturing, Inc. to Roush Industries, Inc.; and (2) the Consent to Assignment, upon the existing terms and conditions of the Certificate and the Agreement, and authorize the City Manager to sign the same, subject to final review as to form by the City Attorney's office.

Background

In 2009, the City authorized and approved an Industrial Facilities Tax Exemption Certificate (IFEC) tax abatement for the property located at 34300 W. Nine Mile Road, under Act 198 of 1974, the Plant Rehabilitation and Industrial Facilities Districts Act, and entered into an Agreement with Roush Manufacturing, Inc., with respect to the property. The State of Michigan issued the Exemption Certificate effective December 31, 2009 and ending December 30, 2021, in the name of Roush Manufacturing, Inc. Under a company reorganization, the property is now being transferred to Roush Industries, Inc. Roush Manufacturing, Inc. and Roush Industries, Inc., are both owned by Roush Holdings, LLC, a disregarded entity owned by the same parent company Roush Enterprises, Inc.

Section 21 of Act 198 authorizes the transfer and assignment of a certificate "to a new owner or lessee of the facility but only with the approval of the local government unit and the commission after application of the new owner or lessee, and notice and hearing in the same manner as provided by Section 5 for the application for a certificate." That process includes a hearing, with notice sent to individuals and entities identified in the statute.

Attached are the following documents:

- Application for exemption certificate, as required by Act 198 and the State of Michigan for a transfer of the IFEC.
- Assignment Agreement between Roush Manufacturing, Inc. and Roush Industries, Inc. relating to the IFEC Agreement with the City.
- Assignment of lease for the Nine Mile property, from Roush Manufacturing, Inc. to Roush Industries, Inc.
- Consent to Assignment to be signed by the City

If the City Council agrees to the transfer after holding the public hearing, it will need to state its consent in the motion and specifically approve the signing of the Consent to Assignment as attached.

Materials: See Above

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Roush Industries, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 8731	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 34300 W. 9 Mile Road		1d. City/Township/Village (indicate which) Farmington	1e. County Oakland
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		3a. School District where facility is located Farmington	3b. School Code 63200
		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Design and built prototype and production injection and blow molds including machining, rapid prototypes, and scanning.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>1,014,000</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>3,367,000</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>4,381,000</u> Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements	▶ <u>12/16/08</u>	<u>6/1/09</u>	▶ <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/> Leased
Personal Property Improvements	▶ <u>3/1/09</u>	<u>6/1/09</u>	▶ <input checked="" type="checkbox"/> Owned	<input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. **0** 10. No. of new jobs at this facility expected to create within 2 years of completion. **80**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	_____
b. TV of Personal Property (excluding inventory)	_____
c. Total TV	_____


12a. Check the type of District the facility is located in
 Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) **9/15/08** 12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Laurie Daignault	13b. Telephone Number 734-779-7072	13c. Fax Number 734-805-4410	13d. E-mail Address laurie.daignault@roush.co
14a. Name of Contact Person Laurie Daignault	14b. Telephone Number 734-779-7072	14c. Fax Number 734-805-4410	14d. E-mail Address laurie.daignault@roush.co
▶ 15a. Name of Company Officer (No Authorized Agents) Andy Wozniacki			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number 734-805-4410	15d. Date 10-12-17
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 12445 Levan Road, Livonia, MI 48150		15f. Telephone Number 734-779-7072	15g. E-mail Address andy.wozniacki@roush.co

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code	16d. School Code
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

ASSIGNMENT AGREEMENT
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
34300 W. Nine Mile Road, Farmington MI

This Assignment Agreement ("Agreement") is entered this 13th day of October 2017 between ROUSH MANUFACTURING, INC., ("Assignor") and ROUSH INDUSTRIES, Inc. ("Assignee") for the Industrial Facilities Exemption Certificate ("IFEC") issued by the City of Farmington to Assignor for the premises located at 34300 W. Nine Mile, Farmington, Michigan 48335 (the "Property").

WHEREAS, Assignor and the City of Farmington entered into the attached IEFC Agreement signed by the City of Farmington on May 20, 2009 (the "IEFC Agreement"); and

WHEREAS, Assignor and Assignee are both wholly owned by the same single shareholder. Assignor previously assigned Assignor's lease of the Property to Assignee; and

WHEREAS, Assignor and Assignee now wish to assign the IEFC Agreement to Assignee for the remainder of the IEFC Agreement term. The parties intend that this Agreement shall be effective upon the consent of the City of Farmington (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in consideration of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** As of the Effective Date, Assignor assigns and transfers to Assignee all its right, title, interest and obligations in and to the IEFC Agreement between the City of Farmington and Roush Manufacturing, Inc. dated May 20, 2009 for the premises located at 34300 W. Nine Mile, Farmington, Michigan;

A copy of the IEFC Agreement is attached (the "IEFC Agreement");

Assignee agrees to and accepts the assignment of the IEFC Agreement.

2. **Assumption.** As of the Effective Date, Assignee expressly assumes and agrees to keep, perform, and fulfill all terms, covenants, conditions, and obligations required to be kept, performed, and fulfilled by Assignor under the IEFC Agreement from and after the Effective Date.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the Effective Date.

Assignor

Roush Manufacturing, Inc.

By: _____

Andy Wozniacki, CFO

Assignee

Roush Industries, Inc.

By: _____

Andy Wozniacki, CFO

LEASE ASSIGNMENT AGREEMENT

This Lease Assignment Agreement ("Agreement") is entered into this 1st day of September, 2017 (the "Effective Date") between ROUSH MANUFACTURING, INC., ("Tenant" and "Assignor"), ROUSH INDUSTRIES, Inc. ("Assignee") and Farmington Property, LLC ("Landlord") for the premises located at 34300 W. Nine Mile, Farmington, Michigan 48335 (the "Building").

WHEREAS, Landlord and Tenant entered into a certain Lease dated December 1, 2008, as amended by the First Amendment to Lease, dated January 12, 2009, the Second Amendment to Lease, dated November 1, 2010, the Third Amendment to Lease, dated August 8, 2012, and the Fourth Amendment to Lease dated April 8, 2015 (hereinafter collectively referred to as the "Lease"); and

WHEREAS, Assignor and Assignee wish to assign the Lease to Assignee for the remainder of the Lease term and any subsequent renewal terms or Lease extensions. This Agreement shall be executed with the full written consent of Landlord as required by the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and in consideration of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** As of the Effective Date, Assignor hereby assigns and transfers to Assignee all if its right, title, interest and obligations in and to that certain:
 - a. Net Lease between Farmington Property, L.L.C. and Roush Manufacturing, Inc. dated December 17, 2008 for the premises located at 34300 W. Nine Mile, Farmington, Michigan ("Roush Building 73");
 - b. First Amendment to Lease dated January 12, 2009;
 - c. Second Amendment to Lease dated November 1, 2010;
 - d. Third Amendment to Lease dated August 8, 2012; and
 - e. Fourth Amendment to Lease dated April 8, 2015.

True, correct, and complete copies of the above are attached hereto as **Exhibit A** (the "Lease and its Amendments"), and Assignee hereby agrees to and does accept the assignment.


2. **Assumption.** As of the Effective Date, Assignee expressly assumes and agrees to keep, perform, and fulfill all terms, covenants, conditions, and obligations required to be kept, performed, and fulfilled by Assignor as tenant under the Lease and its Amendments or, "as amended" from and after the Effective Date, including, but not limited to the making of all payments of rents, additional rents, or amounts otherwise payable by tenant under said Lease and its Amendments or, "as amended", when due and payable.
3. **Landlord Consent.** By signing this Agreement, Landlord hereby consents to Assignee's assumption of responsibility for all terms, covenants, conditions, and obligations owed by Assignor as tenant under the Lease.

4. **Release of Assignor.** With execution of this Agreement, Assignee and Landlord both individually and collectively release Assignor from any and all tenant liabilities arising under the Lease, the Building's condition, any future discovered environmental issues, or any other potential liabilities. Assignee hereby assumes all of Assignor's liabilities as tenant under the Lease.


5. **Electronic Signatures.** Assignor, Assignee, and Landlord (collectively the "Parties") hereby agree that this Agreement may be transmitted between them electronically. The Parties intend that faxed or pdf signatures constitute original signatures and that a faxed or pdf Agreement containing the signatures of all the parties is binding on the Parties.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Lease Assignment Agreement as of the Effective Date.

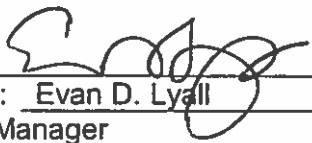
Assignor
Roush Manufacturing, Inc.

By: 
Name: ANDY NOZNIACKI
Its: CEO

Assignee
Roush Industries, Inc.

By: 
Name: ANDY NOZNIACKI
Its: CEO

Landlord
Farmington Property, L.L.C.

By: 
Name: Evan D. Lyall
Its: Manager

CONSENT TO ASSIGNMENT AGREEMENT
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
34300 W. Nine Mile Road, Farmington MI

This Consent to Assignment ("Consent") is signed this ____ day of October 2017 by the City of Farmington, consenting to the Assignment Agreement between ROUSH MANUFACTURING, INC., ("Assignor") and ROUSH INDUSTRIES, Inc. ("Assignee") for the Industrial Facilities Exemption Certificate ("IEFC") issued by the City of Farmington to Assignor for the premises located at 34300 W. Nine Mile, Farmington, Michigan 48335 (the "Property").

WHEREAS, Assignor and the City of Farmington entered into the attached IEFC Agreement signed by the City of Farmington on May 20, 2009 (the "IEFC Agreement"); and

WHEREAS, Assignor and Assignee have signed the attached Assignment Agreement assigning the IEFC Agreement to Assignee for the remainder of the IEFC Agreement term, effective upon this Consent from the City of Farmington ("Effective Date"); and

WHEREAS, Assignee has agreed to perform and fulfill all terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor under the IEFC Agreement from and after the Effective Date.

NOW, THEREFORE, IT IS RESOLVED:

Consent to Assignment. The City of Farmington consents to the IEFC Assignment Agreement between Assignor and Assignee. Assignor's assignment and transfer to Assignee of all Assignor's right, title, interest and obligations in and to the IEFC Agreement between the City of Farmington and Roush Manufacturing, Inc. dated May 20, 2009 for the premises located at 34300 W. Nine Mile, Farmington, Michigan is ratified and approved;

A copy of the IEFC Agreement is attached (the "IEFC Agreement");

The City of Farmington has executed this Consent to Assignment as of the date below.

City of Farmington

By: _____

Name: _____

Its: _____

Date: _____



STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

ROBERT J. KLEINE
STATE TREASURER

January 4, 2010

Andy Wozniacki
Roush Manufacturing Inc
12445 Levan Rd
Livonia MI 48150

Dear Sir/Madam:

Pursuant to the requirements of Public Act 198 of 1974, as amended, the State Tax Commission has issued an Industrial Facility Exemption Certificate numbered 2009-335, to Roush Manufacturing Inc, located at 34300 W 9 Mile Rd, City of Farmington, Oakland County. This certificate was issued at the December 21, 2009 meeting of the Commission and the investment amounts approved are as follows:

Real Property: \$1,014,000

Personal Property: \$3,367,000

The State Education Tax to be levied for this certificate is 6 mills.

In accordance with MCL 24.304, the local unit of government or applicant has sixty days from the date of this letter to request a hearing to correct an error contained in the enclosed certificate.

Notification of completion of this project shall be filed with the Commission within 30 days of project completion. Within 90 days of project completion, a report of final costs shall be filed with the assessing officer of the local unit and the Commission.

If you have further questions regarding the issuance of this industrial facility exemption certificate, please call 517-373-3272.

Sincerely,

A handwritten signature in cursive script that reads "Kelli Sobel".

Kelli Sobel, Executive Secretary
State Tax Commission

Enclosure

c: John Sailer, Assessor, City of Farmington



Industrial Facilities Exemption Certificate

New Certificate No. 2009-335

Pursuant to the provisions of Public Act 198 of 1974, as amended, the State Tax Commission hereby finds that the industrial property, hereafter referred to as the industrial facility, owned or leased by **Roush Manufacturing Inc**, and located at **34300 W 9 Mile Rd, City of Farmington, County of Oakland, Michigan**, located within a Plant Rehabilitation or Industrial Development District, is intended for the construction or installation of new industrial property, and complies with Section 9 and other provisions of the act.

Therefore, as provided by MCL 207.551 to 207.572, inclusive, the State Tax Commission hereby certifies as a new industrial facility the property located at **34300 W 9 Mile Rd**.

This certificate provides the authority for the assessor to exempt the industrial facility for which this Industrial Facilities Exemption Certificate is in effect, but not the land on which the facility is located, from ad valorem taxation. This certificate further provides the authority to levy a specific tax known as the Industrial Facilities Tax.

This certificate, unless revoked by order of the State Tax Commission as provided by Public Act 198 of 1974, as amended, shall remain in force for a period of 12 year(s) for real and 12 year(s) for personal;

Real property component:

Beginning December 31, 2009, and ending December 30, 2021.

The State Education Tax to be levied for the real property component of this certificate is 6 mills.

Personal property component:

Beginning December 31, 2009, and ending December 30, 2021.

The State Education Tax to be levied for the personal property component of this certificate is 6 mills, unless exempted by MCL 207.564(4) which was enacted with the creation of the Michigan Business Tax.*

This Industrial Facilities Exemption Certificate is issued on **December 21, 2009**.

A TRUE COPY
ATTEST:

Sarah D Miller

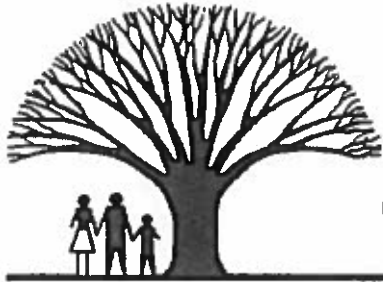
Sarah D Miller
Michigan Department of Treasury



Kelli Sobel

Kelli Sobel, Executive Secretary
State Tax Commission

*Contact the local assessor for further clarification regarding the classification and tax applied to the personal property component of this certificate.



COPY
City of Farmington

23600 Liberty Street, Farmington, Michigan 48335
Website www.ci.farmington.mi.us

Telephone 248-474-5500
Fax 248-473-7261

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

October 23, 2009

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

**Subject: Application for Industrial Facilities Tax Exemption Certificate
Roush Manufacturing, Inc. - City of Farmington**

To Whom It May Concern:

Please find enclosed one original Industrial Facilities Tax Exemption Certificate application submitted by Roush Manufacturing which was subsequently approved by the Farmington City Council. In addition, one complete copy of the application is enclosed in accordance with the instructions. Contained below are the documents submitted as part of the application:

- Fully executed Form 1012 – Application for Industrial Facilities Tax Exemption Certificate;
- Resolution certified by the City Clerk establishing the district;
- Resolution certified by the City Clerk approving the application;
- Fully executed Industrial Facilities Exemption Certificate Agreement between Roush Manufacturing, Inc. and the City of Farmington;
- City of Farmington Building Permit for Improvements;
- Equipment list with dates of beginning for installation;
- Other documents included with the application:
 - Copy of Lease – Farmington Property, LLC and Roush Manufacturing, Inc.
 - Copy of First Amendment to Lease - Farmington Property, LLC and Roush Manufacturing, Inc. and,
 - Industrial Facilities Exemption Application Affidavit of Project Begin Dates signed by Roush Manufacturing, Inc. Chief Financial Officer Andy Wozniacki.

State Tax Commission

Subject: Industrial Facilities Tax Exemption Certificate
Roush Manufacturing Inc. – City of Farmington

October 23, 2009

Page 2

We apologize for not forwarding the application sooner to the State Tax Commission for consideration. This delay is attributed to miscommunication within the City of Farmington.

If you have any questions or need additional information, please feel free to contact me at 248-474-5500, x 221 or by e-mail at vpastue@ci.farmington.mi.us.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Pastue". The signature is fluid and cursive, with the first letter of the last name being a large, stylized "P".

Vincent Pastue
City Manager

Enclosures

cc: Susan K. Halberstadt, Farmington City Clerk
Laurie Daignault - Roush Manufacturing, Inc.

RECEIVED

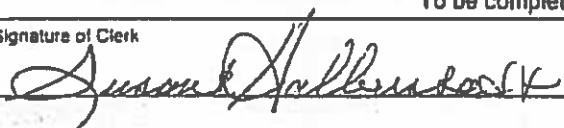
Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended Filing is mandatory

APR 17 2009

CITY OF FARMINGTON
CITY CLERK'S OFFICE

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk 	Date received by Local Unit April 17, 2009
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a Company Name (Applicant must be the occupant/operator of the facility) Roush Manufacturing, Inc.		1b Standard Industrial Classification (SIC) Code - Sec 2(10) (4 or 6 Digit Code) 3714	
1c Facility Address (City, State ZIP Code) (real and/or personal property location) 34300 W. 9 Mile Road		1d City/Township/Village (indicate which) Farmington	1e County Oakland
2 Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a School District where facility is located Farmington	3b School Code 63200
		4 Amount of years requested for exemption (1-12 Years) 12	

5 Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Design and build prototype and production injection and blow molds including machining, rapid prototypes, and scanning.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▶ <u>\$4,014,000.00</u> Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▶ <u>\$3,367,000.00</u> Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▶ <u>\$7,381,000.00</u> Total of Real & Personal Costs

7 Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▶	12/16/08	6/1/09	▶ <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
Personal Property Improvements ▶	3/1/09	6/1/09	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8 Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

9 No. of existing jobs at this facility that will be retained as a result of this project. 0	10. No. of new jobs at this facility expected to create within 2 years of completion 80
--	---

11 Rehabilitation applications only Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation

a TV of Real Property (excluding land)	_____
b TV of Personal Property (excluding inventory)	_____
c Total TV	_____

12a Check the type of District the facility is located in
 Industrial Development District Plant Rehabilitation District

12b Date district was established by local government unit (contact local unit) 9/15/08	12c. Is this application for a speculative building (Sec 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Laurie Daignault	13b. Telephone Number (734) 779-7072	13c. Fax Number (734) 779-7907	13d. E-mail Address laurie.daignault@roush.com
14a. Name of Contact Person Laurie Daignault	14b. Telephone Number (734) 779-7072	14c. Fax Number (734) 779-7907	14d. E-mail Address laurie.daignault@roush.com
15a. Name of Company Officer (No Authorized Agents) Andy Wozniacki			
15b. Signature of Company Officer (No Authorized Agents) <i>Andy Wozniacki</i>		15c. Fax Number (734) 779-7907	15d. Date 4/17/09
15e. Mailing Address (Street, City, State, ZIP Code) 12445 Levan Road, Livonia, MI 48150		15f. Telephone Number (734) 779-7072	15g. E-mail Address andy.wozniacki@roush.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input checked="" type="checkbox"/> Abatement Approved for <u>12</u> Yrs Real (1-12), <u>12</u> Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input checked="" type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input checked="" type="checkbox"/> 2. Resolution establishing district <input checked="" type="checkbox"/> 3. Resolution approving/denying application. <input checked="" type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input checked="" type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input checked="" type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input checked="" type="checkbox"/> 7. Equipment List with dates of beginning of installation <input checked="" type="checkbox"/> 8. Form 3222 (if applicable) <input checked="" type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input checked="" type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input checked="" type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input checked="" type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input checked="" type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. LUCI Code 63205	16d. School Code 63200
17. Name of Local Government Body City of Farmington	18. Date of Resolution Approving/Denying this Application May 18, 2009

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk <i>Susan K. Halberstadt</i>	19b. Name of Clerk Susan K. Halberstadt	19c. E-mail Address shalberstadt@ci.farmington.mi.us
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 23600 Liberty Street, Farmington, MI 48335		
19e. Telephone Number 248-474-5500 X 218	19f. Fax Number 248-473-7261	

State Tax Commission Rule Number 57 Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

CITY OF FARMINGTON
OAKLAND COUNTY, MICHIGAN

RESOLUTION NO. 09-08-177

RESOLUTION ESTABLISHING INDUSTRIAL DEVELOPMENT DISTRICT

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on September 15, 2008, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by Councilmember Buck and supported by Councilmember Wright:

WHEREAS, pursuant to Act No. 198 of the Public Acts of 1974, as amended, this City Council has the authority to establish "Industrial Development Districts" within the City; and

WHEREAS, Roush Enterprises Inc. has petitioned this City Council to establish an Industrial Development District on its property located in the City of Farmington hereinafter described; and

WHEREAS, construction, acquisitions, alterations, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Farmington Observer and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on September 15, 2008, a public hearing was held at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City to establish the Industrial Development District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Farmington that the following described parcel of land situated in the City of Farmington, County of Oakland, and State of Michigan, to wit:

T1N, R9E, SEC 28 PART OF SE ¼ BEG AT PT DIST N 00-22-40 W 91.00 FT
FROM S ¼ COR, TH N 00-22-40 W 821.79 FT, TH S 76-01-50 E 381.63 FT,
ALG SLY R/W LINE I-96 HWY, TH S 00-22-40 E 820.66 FT, TH W 278.67 FT,

TH N 45-11-28 W 129.11 FT TO BEG EXC W 43 FT & S 60 FT TAKEN FOR
ROADS 6 A 5-14-87 FR 001 5-11-95 CORR

be and here is established as an Industrial Development District pursuant to the provision of Act
No. 198 of the Public Acts of 1974 to be known as the Farmington Industrial Development
District No.1.

AYES: Knol, McShane, Wiggins, Wright, Buck.
NAYS: None.
RESOLUTION DECLARED ADOPTED.

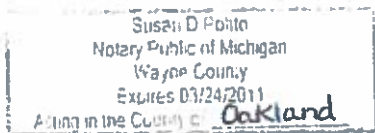
STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, Susan Halberstadt, the duly-qualified Clerk of the City of Farmington, Oakland
County, Michigan, do hereby certify that the foregoing is a true and complete copy of a
Resolution adopted by the City Council of the City of Farmington with at least five (5)
affirmative votes, at a duly-called meeting held on September 15, 2008, a copy of which is on
file in my office.


SUSAN HALBERSTADT

Clerk, City of Farmington

This Resolution was signed and acknowledged before me on May 20th, 2009, by
Susan Halberstadt, the duly-authorized Clerk for the City of Farmington, a Michigan municipal
corporation.




Notary Public, Oakland County, Michigan
My Commission Expires: 03/24/2011

1113375

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON
RESOLUTION NO. 05-09-099

**RESOLUTION APPROVING APPLICATION
OF ROUSH MANUFACTURING, INC.
FOR INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE FOR A NEW FACILITY**

At a meeting of the City Council of the City of Farmington, Oakland County, Michigan, held on May 18, 2009, at the City Hall, 23600 Liberty Street, Farmington, Michigan 48335.

The following resolution was offered by Councilmember McShane and seconded by Councilmember Buck:

Whereas, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on September 15, 2008, the City Council of the City of Farmington by resolution established an Industrial Development District, as requested by Roush Manufacturing, Inc.; and

Whereas, Roush Manufacturing, Inc., has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be completed and new machinery and equipment to be installed within the Industrial Development established by the City Council on September 15, 2008; and

Whereas, before acting on said application, the City Council held a hearing on Monday, May 18, 2009 at the City Hall, at 8:00 p.m., at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

Whereas, installation of new machinery and equipment had not begun earlier than six (6) months before April 17, 2009, the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

Whereas, completion of the facility and installation of new machinery and equipment is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Farmington; and

Whereas, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Farmington, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Farmington that the Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the City of Farmington, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Farmington

NOW, THEREFORE, BE IT FURTHER RESOLVED that the application of (applicant) for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed on the following described parcel of real property situated within the Roush Manufacturing, Inc. Industrial Development District, to wit:

TIN, R9E, SEC 28 PART OF SE ¼ BEG AT PT DIST N 00-22-40 W 91.00 FT FROM S ¼ COR, TH N 00-22-40 W 821.79 FT, TH S 76-01-50 E 381.63 FT, ALG SLY R/W LINE I-96 HWY, TH S 00-22-40 E 820.66 FT, TH W 278.67 FT, TH N 45-11-28 W 129.11 FT TO BEG EXC W 43 FT & S 60 FT TAKEN FOR ROADS 6 A 5-14-87 FR 001 5-11-95 CORR

be and the same is hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of 12 years after completion, subject to the terms and conditions of the Industrial Facilities Tax Exemption Certificate Agreement between Roush Manufacturing, Inc. and the City of Farmington, including the representation that Roush Manufacturing has agreed that it will not seek or accept abatement of the State Education Tax.

AYES: Knol, McShane, Wiggins, Buck.

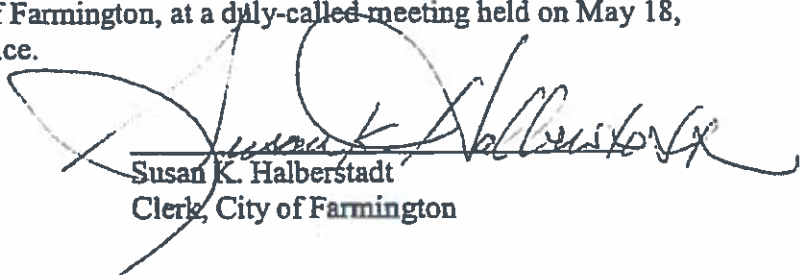
NAYS: None.

ABSENT: Wright.

RESOLUTION DECLARED ADOPTED.

CERTIFICATION

I, Susan Halberstadt, the duly-qualified Clerk of the City of Farmington, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Farmington, at a duly-called meeting held on May 18, 2009, a copy of which is on file in my office.


Susan K. Halberstadt
Clerk, City of Farmington

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

ROUSH MANUFACTURING, INC.

AGREEMENT between the City of Farmington, a Michigan Municipal Corporation (the "City") and Roush Manufacturing, Inc., a Michigan corporation, whose address is 12445 Levan, Livonia, MI 48150 (the "Applicant").

RECITATIONS

After due notice and deliberation, and taking into consideration the statements received by the City Council at a hearing held for such purposes on September 15, 2008, the City established an Industrial Development District (the "District") pursuant to Act 198 of the Public Acts of 1974, as amended (the "Act"), relative to the real property described on the Legal Description attached and made a part of this Agreement (the "Property").

The Applicant made application for the issuance of an Industrial Facilities Exemption Certificate ("IFEC") relative to the Property, as provided for in the Act. Such application is incorporated as part of this Agreement by reference.

The Applicant has represented in its application that it is the Lessee of the Property and building improvements that would be subject to the IFEC, and is obligated under its lease agreement to pay all *ad valorem* property taxes thereon, and is also the Owner of certain personal property that would be subject to the IFEC.

The application was and is based upon the continued use of the Property as "industrial property," as defined in the Act, and, specifically, for the designing and building of prototype and production injection and blow molds and other manufacturing.

The Applicant has made representations regarding its intentions to occupy and use the Property in order to induce the City to approve its application for an IFEC for the Property.

The City and the Applicant desire to enter into this Agreement as required by MCL 207.572, and for the purpose of spelling out the terms and provisions for which an IFEC shall be approved for the Property.

The applicant has indicated that the cost of acquisition, construction, and/or renovation of the facility is Four Million Fourteen Thousand (\$4,014,000) and that the cost of installation of

equipment is Three Million Three Hundred and Sixty-Seven Thousand (\$3,367,000) Dollars, for a total project value of Seven Million Three Hundred Eighty-One Thousand (\$7,381,000) Dollars, and will result in approximately 80 new jobs at the facility.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Subject to and in accordance with the Recitations set forth above, and the provisions of this Agreement, set forth below, the City Council of the City of Farmington has adopted the attached and incorporated Resolution Approving Industrial Facilities Exemption Certificate, applicable to the Property for a period of 12 years. The Applicant also agrees that it will not seek or accept abatement of the State Education Tax.

2. The Applicant shall endeavor to create the approximately 80 new jobs and expend the monies as indicated in the application within one (1) year of the approval date of the IFEC.

3. The Applicant intends to continue operation of the facility within the City for the entire 12-year term of the IFEC in order to retain the benefits of said exemption, and acknowledges that its failure to do so shall entitle the City to the remedies and actions set forth in this Agreement and the Act. It is understood and agreed that the Applicant does not agree to maintain any specified level of overall employment for any period of time. The Applicant's sole obligation in the event of an employment shortfall is defined herein.

4. The Applicant shall submit to the City Assessor, for the term of the IFEC, an Annual Status Report recapping activity for the abated project as of December 31st of each year. The report will be due not later than February 20th of each subsequent year. It will indicate actual monies expended as of each annual report date and the actual number of jobs created or retained as of December 31st of each year of the project. If, as of any annual report dates during the life of the project, there is a variation of more than 10% in the estimated employment levels or expended monies from what was set forth in the application, the Applicant must include an explanation for this variation in the Annual Status Report. The Applicant understands that the City may review and audit the information presented by the Applicant to determine compliance.

5. The Applicant understands that, if at any time during the life of the abatement there is a variation of more than 10% in the estimated employment levels or expended monies from what was set forth in the application, the City has the authority, upon recommendation of the City Manager, after public hearing before the City Council, if requested by the Applicant, to reduce the terms of the IFEC, revoke the IFEC or, in the assessment year following the City Manager's report or public hearing, reduce the equivalent state equalized value on the Industrial Facilities Specific Tax Roll in proportion to the percentage of employment and investment not achieved in accordance with the Applicant's application for a Certificate of Exemption.

6. The Applicant acknowledges that abandonment of the facility or relocation of the facility operations outside the Property, for which the IFEC was granted, during the period of time set forth herein, shall constitute grounds for immediate revocation of the IFEC. Furthermore, in accordance with Section 21(2) of the Act, the Applicant shall be liable to the City for an amount equal to the difference between the industrial facilities tax to be paid by the

Applicant for that facility for the tax years remaining under the industrial facilities exemption certificate that is in effect and the general *ad valorem* property tax that the owner or lessee would have paid if the owner or lessee of that facility did not have an industrial facilities exemption certificate in effect for those years. If the City determines that it is in the best interest of the public welfare, the City may, in its sole discretion, forgive the liability of the Applicant under this Section 6.

7. The Applicant further agrees that if, within 12 years of the execution of this Agreement, it closes or otherwise fails to occupy the facility for which the IFEC is issued, then, in addition to all other remedies provided for under the Act and by law, the Applicant shall pay to the City the entire amount of the additional taxes the taxing jurisdictions would have received if the IFEC had not been issued, including all accrued interest, penalties and administrative fees applicable to this exemption in the same amount as would be collected if this tax were considered delinquent. The City may also, at its option, seek repayment of the taxes as allowed under Section 21(2) of the Act. If such amount is not paid within thirty (30) days of a billing for same sent to the Applicant, any unpaid amount shall constitute a lien against the property and may otherwise be collected by the City through court action.

8. The City shall not seek any remedy under Section 6 or 7 until after the both of the following have occurred:

a. The City shall give written notice to the Applicant declaring a default and specifying the manner in which the Applicant is in default. Before a default is declared, the City and Applicant shall meet with appropriate representatives to discuss the claimed default and how it may be cured; and

b. If the Applicant has not cured the default within thirty (30) days after receiving notice, except if the Applicant is diligently pursuing a cure, this thirty (30) day period shall automatically be extended for an additional thirty (30) days, and further extensions of this time period as may be granted in the sole discretion of the City.

The City acknowledges that in some instances, economic conditions, technology, or conditions beyond the control of the Applicant may prevent the Applicant from fulfilling the terms of the Application and complying fully with this Agreement. The City shall give the Applicant the opportunity to explain the reasons for any variations from the representations as contained in the Application, and will evaluate the Applicant's situation prior to taking any action authorized by this Agreement; provided, however, the existence of adverse economic conditions, technology, or conditions beyond the control of the Applicant shall not in any respect reduce the discretion of the City Council to determine the action to take.

9. This Agreement shall become effective upon issuance by the Michigan State Tax Commission of a Certificate in compliance with the Application and shall be null and void and of no force and effect whatsoever if no Certificate is issued by the Michigan State Tax Commission. This Agreement shall be governed by, construed, and enforced in accordance with the laws of

the State of Michigan, and shall be null and void upon expiration of the IFEC. A duly executed copy of this Agreement shall be filed with the Michigan Department of Treasury.

10. The Applicant shall agree to the number of years of effectiveness of the IFEC as approved by the City Council and the Applicant shall not request a longer effective period from the State of Michigan, and shall not accept such relief.

11. This Agreement runs with the Property to which the IFEC applies, and shall be binding upon and inure to the benefit of the Applicant and the City, and their respective heirs, successors, assigns, and transferees. Applicant hereby represents and warrants that it is the fee owner of the personal property to which the IFEC applies. This Agreement, an affidavit providing notice of this Agreement and a summary of its terms, or another appropriate instrument may be recorded with the appropriate agency having jurisdiction over recordings against the personal property to which the IFEC applies.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date and year written below.

CITY OF FARMINGTON

Valerie Knof
By:
Its: Mayor

Date: 5-20-09

Susan Walker Cook
By:
Its: Clerk

Date: 5-20-09

**ROUSH MANUFACTURING, INC., a
MICHIGAN CORPORATION**

Andy Wozniack
By: Andy Wozniack
Its: CFO

Date: 4/17/09

State of Michigan)
)ss
County of Oakland)

AFFIDAVIT OF ANDY WOZNIACKI

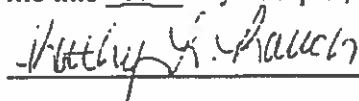
I, Andy Wozniacki, being duly deposed and sworn, state as follows:

1. I am the Chief Financial Officer of Roush Manufacturing, Inc.
2. On behalf of Roush Manufacturing, Inc., I have made application for an Industrial Facilities Exemption Certificate pursuant to P.A. 198 of 1974, as amended.
3. In conjunction with Roush Manufacturing, Inc.'s application for an Industrial Facilities Exemption Certificate, Roush Manufacturing, Inc. negotiated, and intends to enter into, an Industrial Facilities Exemption Agreement with the City of Farmington, a Michigan Municipal Corporation.
4. That, during the negotiations of the Industrial Facilities Exemption Agreement and the application process, no payments of any kind in excess of the fee allowed by Public Act 198 of 1974, as amended, have been made, or promised, in exchange for favorable consideration of Roush Manufacturing, Inc.'s Exemption Certificate Application.
5. I am able to competently testify and swear to the above facts.



Andy Wozniacki, Chief Financial Officer
Roush Manufacturing, Inc.

Subscribed and sworn to before
me this 17 day of April, 2009.



Notary Public
Oakland County, Michigan.
My Commission Expires: 7/25/14
Acting in Wayne County.

City of Farmington

Building

Permit No: **PB09-16570**

Building Department
Phone: (248) 473 7250

33720 W. Nine Mile Rd.
Fax: (248) 473 7279

Farmington, MI 48335
Hours: Monday-Friday 8:30 am - 4:30 pm

34300 NINE MILE 20-23-28-451-006	Location	ROUSH MANUFACTURING c/o: ROUSH ENTERPRISES, INC 12445 LEVAN LIVONIA	MI	Occupant Owner 48150
Issued: 02/18/09 Expire Date: 02/18/10		OWNER OF PROPERTY Contractor		
PLEASE CALL (248) 473 7250 FOR AN INSPECTION 24 HOURS IN ADVANCE				

Work Description: Minor Interior Renovation - \$30,000

Permit Item	Work Type	Item Total
Value Over 10,001	Other Const.	\$335 00
Plan Review	Standard Item	\$40 00

Fee Total: \$375 00
Amount Paid: \$375 00
Balance Due: \$0 00

Frank B. Kowalski (K)
Building Official or Permit Clerk

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code. I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

**Industrial Facility Tax Exemption
Real Property Improvements and
Machinery & Equipment List**

Roush Manufacturing, Inc.
34300 Nine Mile Road
Farmington, MI

BEGINNING DATE OF CONSTRUCTION: 12/16/2008
ENDING DATE OF CONSTRUCTION: 6/1/2009

Description	Start Date of Installation	Completion of Installation	Cost
Building	12/16/08	12/16/08	3,000,000
Parking lot	4/1/2009	6/1/2009	14,000
Floor and carpet	3/1/2009	6/1/2009	41,000
Walls	2/19/2009	6/1/2009	81,000
Equipment foundations	2/12/2009	6/1/2009	225,000
HVAC	2/5/2009	6/1/2009	265,000
Truck well & dock	4/1/2009	6/1/2009	75,000
Doors	3/1/2009	6/1/2009	28,000
Downspouts	3/1/2009	6/1/2009	5,000
Stairs to Mezzanine	3/1/2009	6/1/2009	7,000
Ceiling	3/1/2009	6/1/2009	4,000
Plumbing	3/1/2009	6/1/2009	5,000
Lighting & electrical	3/1/2009	6/1/2009	114,000
Miscellaenous building improvements	3/1/2009	6/1/2009	150,000
Total Real Property			4,014,000

Equipment	Start Date of Installation	Completion of Installation	Cost
Tarus Gundrill	3/1/09	3/30/09	850,000
HighSpeed Mill Fidia	3/1/09	3/30/09	850,000
A71 Makino	3/1/09	3/30/09	375,000
V99L Makino	4/1/09	4/30/09	550,000
Kaiser Air compressor	4/1/2009	4/30/2009	55,000
3 new cranes	4/1/2009	4/30/2009	331,000
Frigel Cooling system	5/4/2009	5/11/2009	36,000
Cribbing	3/1/09	6/1/2009	12,000
Furniture	3/1/09	6/1/2009	5,000
Equipment mechancial, ductwork, & electrical	3/1/09	6/1/2009	207,000
Fire protection system	3/1/09	6/1/2009	22,000
Information technology	3/1/09	6/1/2009	65,000
Trash compactor	3/1/09	6/1/2009	9,000
Total Personal Property			3,367,000

TOTAL **7,381,000**

LEASE

THIS LEASE ("Lease") is made and entered into as of December 17, 2008, between Farmington Property, LLC, a Michigan limited liability company ("Landlord"), and Roush Manufacturing, Inc., a Michigan corporation, whose address is 12445 Levan, Livonia, MI 48150 ("Tenant") for the property described below. The parties have agreed to the following terms and conditions:

1. Property to Be Leased. Landlord leases to Tenant, and Tenant rents from Landlord, the property described in the attached Exhibit A ("Property"). Tenant has inspected the Property, and agrees to accept the same in its present "as is" condition:

2. Lease Term. The term of this Lease ("Term") shall commence on December 17, 2008 ("Commencement Date"), and shall terminate on December 31, 2014, unless sooner terminated as hereinafter set forth.

3. Use of Property. Tenant shall use the Property only for the operation of its business or any other use that Landlord approves in writing.

4. Rent.

(a) Tenant hereby agrees to pay to Landlord as rent for the Property the sum of five hundred forty-three thousand five hundred ninety and 91/100 Dollars (\$543,590.91) per year, in equal monthly installments of forty-five thousand two hundred ninety-nine and 24/100 Dollars (\$45,299.24). Such monthly installments shall be paid in advance on the first day of each month during the Term. Notwithstanding the foregoing, the first month's rent (December 2008) shall be prorated based upon the actual number of days from the Commencement Date to December 31, 2008. The rental provided for in this Lease shall be an absolutely net return to Landlord for the Term, free from any losses, expenses or charges with respect to the Property, including maintenance, repairs, insurance, taxes, assessments or other charges imposed upon or related to the Property, or with respect to any easements or rights appurtenant thereto (except as otherwise expressly provided herein).

(b) The rental rate to be paid by Tenant to Landlord for months commencing after December 31, 2014 shall be adjusted based upon the terms of Landlord's financing. Landlord will in good faith negotiate the best rate possible and will consult with Tenant as to terms and conditions of the financing. If the interest rate on Landlord's financing is changed after December 31, 2014, the rental rate paid by Tenant to Landlord will be correspondingly adjusted by the amount of each change to Landlord's mortgage payments as a result of interest rate changes.

5. Taxes and Assessments. Tenant shall pay, prior to the imposition of any penalty or interest, all real and personal property taxes, installments of special assessments and other governmental charges of any kind which become due during the Term and which are levied against the Property, the leasehold estate or any subleasehold estate (including any and all taxes imposed by the United States of America, or any state, municipality or political subdivision thereof), without proration. Landlord shall be responsible for all real property taxes and special assessments that become due prior to or after the Term without proration.

6. Insurance and Indemnity.

(a) Tenant shall, at its own cost and expense, procure and maintain in full force and effect fire and extended coverage insurance with an all-risk endorsement on the Property and all of its personal property located therein for its full insurable replacement cost (excluding foundations and excavation). If Tenant so elects, such policies of fire and extended coverage insurance may provide for a "deductible" or self-insurance in an amount approved by Landlord.

(b) Tenant shall, at its sole cost and expense, procure and maintain in full force and effect during the Lease term, comprehensive public liability and property damage insurance for claims of personal injury, death or property damage occurring in, about or as a result of the use of the Property, with single limit liability coverage of not less than One Million Dollars (\$1,000,000). If Tenant so elects, such insurance may provide for a "deductible" or self-insurance in an amount approved by Landlord.

(c) All insurance policies required hereunder, which may be so-called "blanket policies," shall: (i) name Landlord, Tenant, and any mortgagees as insureds; (ii) be payable as provided in Paragraph 12 below; and (iii) be purchased from companies reasonably satisfactory to Landlord.

(d) Subject to the provisions of Paragraph 12 hereof, Tenant shall defend, indemnify and hold Landlord and any mortgagees harmless from all claims, demands, actions, losses, damages and liabilities and all fees, costs and expenses (including reasonable attorneys' fees) relating to or in any way arising from the use of the Property, from any cause whatsoever.

(e) Tenant, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against Landlord, and its officers, employees, agents, and assigns, or any of them, on account of any insurable loss or damage to any of its property. Tenant's insurance policies shall include waiver of subrogation clauses or endorsements.

7. Construction Liens. Tenant shall keep the Property free from any liens arising out of any work performed thereon, materials furnished thereto or obligations incurred by Tenant. Tenant shall indemnify, defend and hold Landlord harmless against all liability, loss, damage, costs and all other expenses arising out of claims of lien for work performed or materials furnished to or for the benefit of Tenant.

8. Repairs and Maintenance. Tenant shall keep and maintain the Property, and every part thereof, including, but not limited to, all structural, nonstructural, interior and exterior portions of the buildings and improvements located upon the Property, in good and sanitary order, condition and repair, and will deliver the same to Landlord at the expiration of the Term in as good a condition as when received, except for reasonable use and wear thereof, and unrepaired damage or destruction as controlled by the provisions of Paragraph 12 hereof. If, despite the provisions of this Lease, a spill or emission of contaminants or Hazardous Materials should occur on the Property, and without limiting Landlord's right to declare a default because of such an occurrence, Tenant shall promptly notify Landlord and the appropriate governmental agencies and immediately take whatever steps may be necessary to remediate the spill or emission, protect the public health and the environment, and ensure it does not happen again.

9. Alterations and Additions. Tenant may not alter or add to the Property without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Landlord shall have no obligation to make any alteration or addition to the Property during the Term. All right, title and interest to any alterations and additions to the Property during the Term, except for trade fixtures and removable equipment, shall be the property of Landlord and shall be deemed to be a part of the Property, and shall remain on, and be surrendered with, the Property upon the termination of this Lease, without cost or expense to Landlord.

10. Utilities. During the Term, Tenant shall pay for all gas, heat, light, power, water, sewer, telephone or other communication service, janitorial services, garbage disposal and all other utilities and services supplied to Tenant upon the Property. Landlord shall not be liable to Tenant for damages or otherwise for any failure or interruption of any such service furnished to the Property.

11. Hazardous Materials. Neither Tenant nor Tenant's agents, employees, invitees or guests shall generate, release, store (in excess of lawful quantities) or dispose of hazardous materials, as defined by federal, state or local statutes, ordinances, rules or regulations ("Hazardous Materials"), at, upon, under or within any portion of the Property. Tenant shall comply strictly and in all respects with the requirements of any Hazardous Materials laws, rules and regulations, and shall notify Landlord immediately in the event of any discharge or discovery of any Hazardous Material at, upon, under, or within the Property. Tenant shall defend and indemnify Landlord against and hold it harmless from any and all damage, loss, expense or liability resulting from the violation of this paragraph, including all attorneys' fees and costs incurred as a result thereof.

12. Restoration.

(a) If the Property is damaged or destroyed, in whole or in part, Tenant shall repair, restore, replace or rebuild the Property, or the part thereof so damaged, as nearly as possible to the value, condition and character of the Property immediately prior to the occurrence of such damage or destruction. Tenant shall not be entitled to an abatement of rent during the construction period.

(b) All insurance proceeds payable as a result of any damage to or destruction of the Property shall be paid to Landlord or any mortgagee designated by Landlord and, if the Landlord's mortgagee consents, be disbursed as reconstruction work progresses. If the insurance proceeds are insufficient to pay for all restoration work, then Tenant shall pay any additional amounts necessary to restore the Property, prior to disbursement of the insurance proceeds. Upon completion of the restoration, and payment for all restoration work, Landlord shall retain all remaining insurance proceeds or any mortgagee designated by Landlord.

(c) Notwithstanding the foregoing provisions of this Paragraph 12, if either (i) the damage to or destruction of the Property cannot be repaired within one hundred twenty (120) days of the damage, or (ii) the Landlord's mortgagee does not consent to the use of insurance proceeds for restoration, either Landlord or Tenant may terminate this Lease by giving ten (10) days' prior written notice to the other party within thirty (30) days after the damage or destruction occurs. If the Lease is terminated pursuant to this paragraph, Landlord or any mortgagee shall retain all insurance proceeds payable as a result of the damage or destruction designated by Landlord.

13. Condemnation. If all or any substantial part of the Property is taken or condemned by a governmental authority, or shall be conveyed by Landlord to a governmental authority under a threat of such taking or condemnation, the rights and obligations of Landlord and Tenant with respect to such taking or condemnation shall be as provided in this paragraph. If twenty-five percent (25%) or more of the gross floor area of the buildings located upon the Property is so taken, condemned or conveyed, or if the Property is rendered unsuitable for the use described in Paragraph 3 above, this Lease shall terminate as of the date of such taking, condemnation or conveyance, and rent shall be prorated as of such date. If less than twenty-five percent (25%) of the gross floor area of the buildings located upon the Property is taken, condemned or conveyed, and the Property remains suitable for the use described in Paragraph 3 above, this Lease shall remain in effect; provided, however, that the rent payable by Tenant shall be reduced for the remainder of the Term in the same proportion which the number of square feet of gross floor area within the buildings located upon the Property following such taking, condemnation or conveyance bears to the number of square feet of gross floor area within the buildings located upon the Property prior to such taking, condemnation or conveyance. To the extent that the award made for the taking is available to Landlord, Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the Property so as to constitute the portion of the Property not taken as a complete unit, and Tenant shall have no obligation to make any such repairs or alterations. Landlord shall be entitled to the entire award made for any taking, condemnation or conveyance, except that Tenant shall not be precluded

from pursuing any claim directly against the condemning authority for its moving expenses and business interruption.

14. Assignment and Subletting. Tenant may not assign this Lease or sublet all or any part of the Property at any time during the Term of this Agreement without the prior written consent of Landlord, which may be withheld for any reason. The sale, issuance, or transfer of any interest in Tenant that results in a change in the voting control of Tenant shall be deemed to be an assignment of this Lease which requires the Landlord's prior written consent under this Paragraph 14. Sale or purchase of capital stock to or from employees or issuance of stock dividends or splits shall not require approval of the Landlord.

15. Default. If default is made by Tenant in the payment of rent or in the performance of any of the conditions or covenants in this Lease, and if such default shall continue for a period of ten (10) days after written notice is given to Tenant by Landlord specifying the default, then Landlord shall have the right to re-enter the Property and remove Tenant and all persons therefrom and shall have the right to terminate this Lease. If default is made by Tenant and Landlord exercises its option to terminate this Lease, in addition to all other remedies now or hereafter provided to Landlord, Landlord may proceed to re-rent the Property and collect from Tenant any deficiency between the rents payable hereunder and the rent received from any replacement tenant.

16. Quiet Enjoyment. Landlord covenants that, upon Tenant's paying the rent and performing all of the terms, covenants and conditions Tenant is to perform hereunder, Tenant shall peacefully and quietly enjoy the Property hereby demised, free of claims of paramount title or of any person claiming under or through Landlord.

17. Subordination. This Lease shall be subordinate to the rights of Landlord's mortgagee. Upon request, Tenant shall attorn to such mortgagee or to any purchaser of the Property at or following a foreclosure sale.

18. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors and assigns.

19. Headings. The headings contained herein are for the convenience of the parties and are not to be used in construing this Lease.

20. Remedies Cumulative; Waiver. All rights and remedies of Landlord hereunder are cumulative, and not exclusive, and shall be in addition to all other rights and remedies provided by applicable law. Failure to exercise or delay in exercising any right or remedy hereunder shall not operate as a waiver thereof, nor excuse future performance. No waiver, discharge or renunciation of any claim or right arising out of a breach of these terms and conditions shall be effective unless in a writing signed by the party so waiving and supported by consideration. Any waiver of any breach shall be a waiver of that breach only and not of any other breach, whether prior or subsequent thereto.


21. Choice of Law; Invalidation of Terms. This Lease shall be governed by and construed in accordance with the laws of the state where the Property is located that are applicable to leases made and to be performed in that state. The invalidation of one or more Lease terms shall not affect the validity of the remaining terms.


22. Notices. All notices herein required shall be given in writing upon the parties at the addresses indicated on page 1 hereof. Any notice shall be deemed to have been given when personally delivered or when sent by certified mail, return receipt requested and postage prepaid. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

23. Amendment. This Lease represents the entire agreement between the parties. It may not be amended, altered or modified except by a writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.


WITNESSES:




JAY E. JOLIFFE


WENDY CUSENZA

WITNESSES:



JAY E. JOLIFFE


WENDY CUSENZA

LANDLORD:


Farmington Property, LLC

By 

Evan D. Lyall, Manager

TENANT:

Roush Manufacturing, Inc.

By 

Douglas E. Smith, President

Exhibit A

Property Description

Real Property in the City of Farmington, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 28, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, described as beginning at a point on the North and South 1/4 line of Section 28, also being the centerline of Gill Road distant North 00 degrees 22 minutes 40 seconds West 91.00 feet from the South 1/4 corner of said Section 28, Town 1 North, Range 9 East and proceeding thence North 00 degrees 22 minutes 40 seconds West 821.79 feet; thence along the southerly right-of-way line of I-96 Expressway South 76 degrees 01 minute 50 seconds East 381.63 feet; thence South 00 degrees 22 minutes 40 seconds East 820.66 feet; thence along the South line of Section 28, also being the centerline of 9 Mile Road, due West 278.67 feet; thence North 45 degrees 11 minutes 28 seconds West 129.11 feet to the point of beginning, excepting therefrom the West 43.00 feet and the South 60.00 feet.

Commonly known as 34300 W. 9 Mile Road, Farmington, Michigan 48335

First Amendment to Lease

This First Amendment to Lease ("First Amendment") is made by and between Farmington Property, L.L.C., a Michigan limited liability company ("Landlord") and Roush Manufacturing, Inc., a Michigan corporation ("Tenant").

WHEREAS, Landlord and Tenant are parties to the Lease dated December 17, 2008 (the "Lease"), for the premises commonly known as Building #73, 34300 W. 9 Mile Road, Farmington, Michigan 48335 (the "Premises"); and

WHEREAS, Landlord and Tenant desire to provide Tenant the option to renew the Lease for two additional rental periods of three years each;

NOW, THEREFORE, the First Amendment is hereby amended as follows:

1. The following is hereby added to the end of Section 2:


Tenant is granted the option to renew this Lease for two (2) additional periods of three (3) years each (each such renewal period is hereinafter referred to as a "Renewal Term") on the same terms and conditions as in effect pursuant to this Lease during the initial Term. This option is granted upon the condition that (i) written notice of the exercise of the option shall be given by Tenant to Landlord not later than ninety (90) days before the end of the initial Term or the then current Renewal Term, as the case may be; and (ii) at the time of the giving of such notice and at the expiration of the initial Term or Renewal Term, as the case may be, no default has occurred and remains uncured and Tenant has fully performed all of its agreements and obligations under this Lease.

2. Except as expressly amended by this First Amendment, the Lease and, specifically, Section 2 of the Lease remain in full force and effect.

Landlord:
Farmington Property, L.L.C.
a Michigan limited liability company

By: 
Evan D. Lyall, Manager

Tenant:
Roush Manufacturing, Inc.
a Michigan corporation

By: 
Douglas E. Smith, President

Dated: January 12, 2009

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is made and entered into as of June 7, 2012 but effective retroactively as of November 1, 2010 ("Effective Date") between Farmington Property, LLC, a Michigan limited liability company, having an address of 12445 Levan, Livonia, Michigan 48150 ("Landlord"), and Roush Manufacturing, Inc., a Michigan corporation, having an address of 12445 Levan, Livonia, Michigan 48150.

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated December 17, 2008 ("Lease"), for the premises commonly known as Building #B73, 34300 West Nine Mile Farmington, Michigan 48335 (the "Premises"); the terms of which are hereby incorporated by reference, which commenced on December 17, 2008 and will expire at Midnight on December 31, 2014.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Section 4 (a) ("Rent") of the Lease is hereby deleted in its entirety and replaced by the following:
 - (a) Tenant hereby agrees to pay to Landlord as rent for the Property the sum of **Five Hundred Ninety-One Thousand Ninety and 84/100 Dollars (\$591,090.84)** per year, in equal monthly installments of **Forty-Nine Thousand Two Hundred Fifty-Seven and 57/100 Dollars (\$49,257.57)**. Such monthly installments shall be paid in advance on the first day of each month during the Term. The rental provided for in this Lease shall be an absolutely net return to Landlord for the Term, free from any losses, expenses or charges with respect to the Property, including maintenance, repairs, insurance, taxes, assessments or other charges imposed upon or related to the Property, or with respect to any easements or rights appurtenant thereto (except as otherwise expressly provided herein).
2. Notwithstanding anything to the contrary set forth in the Lease, in the event of a conflict between the terms of the Lease and the terms of this Second Amendment, this Second Amendment shall control. Except as amended herein, all terms and conditions of the Lease shall remain in full force and effect.
3. Either party may sign this Second Amendment by facsimile or other electronic copy and such signed facsimile or other electronic copy as refaxed or otherwise electronically transmitted to a party shall be deemed an original.

This Second Amendment is accepted and agreed to by Landlord and Tenant on the date first above written, and is effective as of the Effective Date.

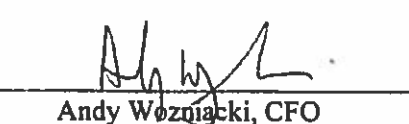
LANDLORD

FARMINGTON PROPERTY, LLC
a Michigan limited liability company

By: 
Evan D. Lynn, Manager

TENANT

ROUSH MANUFACTURING, INC.
a Michigan corporation

By: 
Andy Wozniacki, CFO

THIRD AMENDMENT TO LEASE (B73)

This Third Amendment to Lease ("Third Amendment") is made and entered into as of August 8, 2012 ("Effective Date") between Farmington Property, L.L.C., a Michigan limited liability company, having an address of 12445 Levan Road, Livonia, Michigan 48150 ("Landlord") and Roush Manufacturing, Inc., a Michigan corporation, having an address of 12445 Levan Road, Livonia, Michigan 48150 ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated December 17, 2008, as amended by the parties in the First Amendment to Lease dated January 12, 2009, and the Second Amendment to Lease dated June 7, 2012 ("Lease"), for the premises commonly known as Building #73, 34300 W. Nine Mile, Farmington, Michigan 48335 ("Premises"); the terms of which are hereby incorporated by reference, which commenced on December 17, 2008 and will expire at Midnight on December 31, 2014; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease as described below.

NOW, THEREFORE, the First Amendment is hereby amended as follows:

1. The parties agree that Paragraph 2, Lease Term, shall be amended as follows (as identified in bolded print below):

"2. Lease Term. The term of this Lease ("Term") shall commence on February 1, 2009, and shall terminate on August 31, 2018, unless sooner terminated as hereinafter set forth.

Tenant is granted the option to renew this Lease for two (2) additional periods of three (3) years each (each such renewal period is hereinafter referred to as a "Renewal Term") on the same terms and conditions as in effect pursuant to this Lease during the initial Term. This option is granted upon the condition that (i) written notice of the exercise of the option shall be given by Tenant to Landlord not later than ninety (90) days before the end of the initial Term or the then current Renewal Term, as the case may be; and (ii) at the time of the giving of such notice and at the expiration of the initial Term or Renewal Term, as the case may be, no default has occurred and remains uncured and Tenant has fully performed all of its agreements and obligations under this Lease."

2. Notwithstanding anything to the contrary set forth in the Lease, in the event of a conflict between the terms of the Lease and the terms of this Third Amendment, this Third Amendment shall control. Except as amended herein, all terms and conditions of the Lease shall remain in full force and effect.

3. Either party may sign this Third Amendment by facsimile or other electronic copy and such signed facsimile or other electronic copy as refaxed or otherwise electronically transmitted to a party shall be deemed an original.

This Third Amendment is accepted and agreed to by Landlord and Tenant on the date first above written, and is effective as of the Effective Date.

Landlord:
Farmington Property, L.L.C.
a Michigan limited liability company

By: _____

Evan D. Lyall, Manager

Tenant:
Roush Manufacturing, Inc.
a Michigan corporation

By: _____

Douglas E. Smith, President

FOURTH AMENDMENT TO LEASE (B73)

This Fourth Amendment to Lease ("Fourth Amendment") is made and entered into as of April 8, 2015 ("Effective Date") between Farmington Property, L.L.C., a Michigan limited liability company, having an address of 12445 Levan Road, Livonia, Michigan 48150 ("Landlord") and Roush Manufacturing, Inc., a Michigan corporation, having an address of 12445 Levan Road, Livonia, Michigan 48150 ("Tenant").

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated December 17, 2008, as amended by the parties in the First Amendment to Lease dated January 12, 2009, the Second Amendment to Lease dated June 7, 2012 and the Third Amendment to Lease dated August 8, 2012 ("Lease"), for the premises commonly known as **Building #73**, 34300 W. Nine Mile, Farmington, Michigan 48335 ("Premises"); the terms of which are hereby incorporated by reference, which commenced on December 17, 2008 and will expire at Midnight on December 31, 2014; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease as described below.

NOW, THEREFORE, the First Amendment is hereby amended as follows:

1. The parties agree that Paragraph 2, Lease Term, shall be amended as follows (as identified in bolded print below):

"2. **Lease Term.** The term of this Lease ("Term") shall commence on December 17, 2008, and shall terminate on **August 31, 2022**, unless sooner terminated as hereinafter set forth.

Tenant is granted the option to renew this Lease for two (2) additional periods of three (3) years each (each such renewal period is hereinafter referred to as a "Renewal Term") on the same terms and conditions as in effect pursuant to this Lease during the initial Term. This option is granted upon the condition that (i) written notice of the exercise of the option shall be given by Tenant to Landlord not later than ninety (90) days before the end of the initial Term or the then current Renewal Term, as the case may be; and (ii) at the time of the giving of such notice and at the expiration of the initial Term or Renewal Term, as the case may be, no default has occurred and remains uncured and Tenant has fully performed all of its agreements and obligations under this Lease."

2. Notwithstanding anything to the contrary set forth in the Lease, in the event of a conflict between the terms of the Lease and the terms of this Fourth Amendment, this Fourth Amendment shall control. Except as amended herein, all terms and conditions of the Lease shall remain in full force and effect.

3. Either party may sign this Fourth Amendment by facsimile or other electronic copy and such signed copy as may be transmitted to a party hereto shall be deemed an original.

This Fourth Amendment is accepted and agreed to by Landlord and Tenant on the date first above written, and is effective as of the Effective Date.

Landlord:
Farmington Property, L.L.C.
a Michigan limited liability company

By:


Evan D. Lyall, Manager

Tenant:
Roush Manufacturing, Inc.
a Michigan corporation

By:


Douglas E. Smith, President

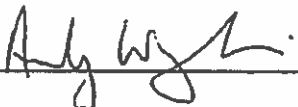
**INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF PROJECT BEGIN DATES**

I do swear and affirm by my signature below that the real property project beginning of construction date and/or personal property project installation begin date, associated with the application for Industrial Facilities Tax Exemption Certificate under P.A. 198 of 1974, as amended, in the amount of \$ 7,381,000.00, filed with the city/township/village of Farmington, for a facility located at 34300 W. 9 Mile Road, are as follows:

Real Property Project Begin Date: 12/16/08

Personal Property Project Installation Date: 3/1/09

Applicant Name: Roush Manufacturing, Inc.

Signature 

Printed Name Andy Wozniacki

Title CFO

Date 4-17-09

Submitted by: Melissa Andrade

Agenda Topic: Consideration to approve a Special Liquor License for Farmers Market Special Event: Gifts, Greens and Giving on December 2, 2017 from 11 a.m. until 5 p.m.; this is part of the Farmington Holly Days Celebration.

Requested Action:

Move to approve Michigan Department of Licensing and Regulatory Affairs, Liquor Control Commission Resolution for Special License for the City of Farmington, Farmers & Artisans Market Gift, Greens & Giving on Saturday, Dec. 2 from 11 a.m. until 5 p.m.

Background:

The Farmers Market Manager is seeking approval for a special "one day" MLCC license to serve beer, wine and spirits at the Farmers Market Gifts, Greens and Giving on Saturday, December 2 in conjunction with The Greater Chamber of Commerce Holly Days.

The idea behind the extended Gifts, Greens and Giving market is to give downtown visitors a reason to stay in town after the Holly Days events end at three and before the parade starts at 6 p.m.

Attachments: LLC application including resolution



DRAFT

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: P.O. Box 30005, Lansing, MI 48909
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID:
Request ID:
(For MLCC Use Only)

Special License Application

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 1 - Applicant Organization Information

Applicant organization name: City of Farmington
Applicant address: 23600 Liberty Street
City: Farmington Zip Code: 48335
Contact name: Walter Gajewski Phone: 248-971-5882 Email: market@downtownfarmington.org
Alternate contact name: Melissa Andrade Phone: 248-474-5500 Email: mandrade@farmgov.com

1. Has the applicant organization previously received a Special License? Yes No
If No, the applicant organization must submit documentary proof of its non-profit status (e.g. charter, bylaws, IRS tax exemption, Articles of Incorporation, etc.)
2. Has the applicant organization been established for one (1) year or longer? Yes No
Date the applicant organization was established (month/day/year): 1/15/1824
3. Is the applicant organization a municipality? Yes No

Leave Blank - MLCC Use Only

Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

Address of event location: 33113 Grand River Avenue, Farmington, MI
City, township, or village where event will be held: Farmington County: Oakland
1. Will you submit your completed application at least ten (10) business days before your event? Yes No
It is strongly recommended that you submit the application as soon as you know the date of your event(s).
2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location? Yes No
3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5) Yes No
4. Is the event location within 500 feet of a church or school? Yes No
If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5)
5. Is the event location outdoors or partially outdoors? Yes No
If Yes, list the exact dimensions of the outdoor area: 30 feet X 30 feet = 900 square feet
Submit a clear diagram of the outdoor service area with your application form.
Describe type and height of the barrier that will be used to enclose the outdoor area: 4-foot fencing on one side, 5-foot barrier of hay bales, stakes and robing on the other sides
6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons: Volunteer security with Event Manager oversight.

7. Is the event location situated in or on state owned land, such as a state park or National Guard armory? Yes No
 If Yes, attach a copy of your documentary proof of approval to use the state owned land.
8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license? Yes No
 If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)
9. Will the event(s) involve an auction of donated wine? Yes No
 If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

10. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

1	12-2-2017	Describe event being held: The bar will be part of a Gifts, Greens & Giving Farmers Market during the community's annual Holly Days Celebration.
	Date	
	11 a.m. 5 p.m.	
Start Time End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input checked="" type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

2		Describe event being held:
	Date	
	Start Time End Time	
Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction		
Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

3		Describe event being held:
	Date	
	Start Time End Time	
Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction		
Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

4		Describe event being held:
	Date	
	Start Time End Time	
Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction		
Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

5		Describe event being held:
	Date	
	Start Time End Time	
Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction		
Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

6		Describe event being held:
	Date	
	Start Time End Time	
Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction		
Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

12. Special license date information Continued from Page 2.

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7	Date		Describe event being held:	
	Start Time	End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
			Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

8	Date		Describe event being held:	
	Start Time	End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
			Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

9	Date		Describe event being held:	
	Start Time	End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
			Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

10	Date		Describe event being held:	
	Start Time	End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
			Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

11	Date		Describe event being held:	
	Start Time	End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
			Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

12	Date		Describe event being held:	
	Start Time	End Time	Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
			Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

Part 3 - Special License Fees - Complete the Special License fee calculator on Page 4

For Organizations established less than one year or are municipalities - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

For Organizations established one year or more - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to **State of Michigan**.

Part 3 Continued - Special License Fees Calculation

Special License Base Fee: <i>(per Special License requested)</i>	\$50.00	<p>If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.</p> <p>Make checks payable to: State of Michigan</p>	<i>Leave Blank - MLCC Use Only</i>
x Number of Special Licenses:	1		
= Special License Fees: <i>MLCC Fee Code: 4008</i>	\$50.00		
+ Sunday Sales Permit (P.M.) Fees: <i>MLCC Fee Code: 4032</i>			
+ Sunday Sales Permit (A.M.) Fee: <i>MLCC Fee Code: 4033</i>			
= TOTAL FEES DUE:	\$50.00		

Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of our knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. We also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is **strongly recommended that you submit the application as soon as you know the date of your event(s)**. Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.

David Murphy, City Manager 248-474-5500

_____ Signature of President _____ Date

Print Name and Phone Number of President

Mary Mullison, City of Farmington Deputy Clerk

_____ Signature of Notary _____ Date

Print Name of Notary

Notary Public, State of Michigan, County of _____	Acting in the County of _____
My commission expires _____	

Sue Halberstadt, Clerk: 248-474-5500, ext. 2218

_____ Signature of Secretary _____ Date

Print Name and Phone Number of Secretary

_____ Signature of Notary _____ Date

Print Name of Notary

Notary Public, State of Michigan, County of _____	Acting in the County of _____
My commission expires _____	

Part 5 - Local Law Enforcement Approval*

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: City of Farmington Public Safety	
Name & title of reviewing officer: Public Safety Director Frank Demers	
Phone number of officer: 248-474-4700, ext.2235	Email of officer: fdemers@farmgov.com
If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location.	
_____ Signature of Reviewing Officer	_____ Date

Part 6 - Church/School Consent (If Applicable)*

If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

Name of church or school: United Methodist Church	
Address of church or school: 33112 Grand River Avenue	
City: Farmington	Zip Code: 48336
Phone number: 248-474-6573	Email: pastoranthony@farmingtonfumc.org
Name of clergy member or superintendent: Rev. Dr. Anthony R. Hood	
I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location.	
_____ Signature of Clergy Member or Superintendent	_____ Date

****Please note: the Commission has the sole and only right to approve or deny this request for a Special License.***

Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

Name of licensee:	Business ID Number:
Type of license held at this location (e.g. Class C, Club, Tavern, etc.):	
Phone number:	Email:
Name of authorized signer for licensee:	
I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location.	
_____ Signature of Authorized Signer for Licensee	_____ Date



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: P.O. Box 30005, Lansing, MI 48909
 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

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(For MLCC Use Only)

Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a Regular Special meeting of the Membership Board of Directors

called to order by _____ on _____ at _____
(Date) (Time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(Name of Organization)

for a Special License to serve alcohol on _____
(Event Date or Dates)

to be located at _____
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be _____ for issuance.
(Recommended or Not Recommended)

Approval Vote Tally

Yeas: _____

Nays: _____

Absent: _____

Certification by Authorized Officer of Organization:

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

Membership Board of Directors at a Regular Special meeting held on _____
(Date)

 Print Name & Title of Authorized Officer

 Signature of Authorized Officer

 Date



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 Constitution Hall - 525 W. Allegan, Lansing, MI 48933
 Mailing Address: P.O. Box 30005, Lansing, MI 48909
 Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: _____

Request ID: _____

DRAFT (For MLCC Use Only)

Bond of Special License for Sale of Beer, Wine, and/or Spirits for Consumption on the Premises

[Required under MCL 436.1801(1)(b) - Not Required if Applicant Organization is a Church or School]

Applicant organization name:	
Address of event location:	
City, township, or village where event will be held:	County:

Know all men by these presents, that the above applicant, as principal,
 and _____
 of address _____, City of _____, State of _____
 have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year): _____

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): _____

if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): _____

Signature of Special License applicant: _____

Officer name & title (print or type): _____

Attorney-in-fact signature: _____

Attorney-in-fact name (print or type): _____

Name of Surety Company: _____

Address & Phone of Surety Company: _____

**Farmington City Council
Staff Report**

**Council Meeting
Date:
October 30, 2017**

**Item
Number
5C**

Submitted by: Frank J. Demers, Public Safety Director

Agenda Topic: Consideration to adopt proposed amendment to Chapter 19 "Nuisances," Article 7, of the City of Farmington Code Of Ordinances - Alarm Systems

Proposed Motion: Move to adopt an ordinance to amend Chapter 19 "Nuisances," Article 7, of the City of Farmington Code Of Ordinances - Alarm Systems.

Background:

The first reading of the proposed ordinance amendment was brought before Farmington City Council at their regular meeting on October 16, 2017. The revisions suggested by City Council have been completed. The proposed amendment is now being brought before to City Council for adoption.

Materials:

Amended Ordinance Attached

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF FARMINGTON

ORDINANCE NO. C-____-2017

**AN ORDINANCE TO AMEND THE CITY OF
FARMINGTON CITY CODE OF ORDINANCES,
CHAPTER 19, "NUISANCES," ARTICLE 7, "ALARM
SYSTEMS."**

THE CITY OF FARMINGTON ORDAINS:

PART I. That Chapter 19, "Nuisances," Article 7, "Alarm Systems," of the City of Farmington Code of Ordinances is hereby amended to read as follows in its entirety:

Sec. 19-176. - Defined.

~~For the purpose of this article, "alarm system" means an assembly of equipment and devices, or a single device, arranged to signal the presence of a hazard requiring urgent attention and to which the department of public safety is expected to respond.~~

Definitions, for the purpose of this Section, the following definitions shall apply:

- 1) Alarm system – An assembly of equipment and devices, or a single device, except for an alarm system on a motor vehicle, designed to detect and signal an unauthorized intrusion, presence of a hazard, or other type of emergency to which the police are expected to immediately respond. The term also includes any device which, when activated, transmits a signal to police headquarters, transmits a signal to a person who relays the information to police headquarters, or produces an audible or visible signal to which the police department is expected to respond. The term also includes any fire alarm systems and alarm systems which monitor temperature, humidity, or any other condition which is not related directly to an unauthorized intrusion are not included in this article.
- 2) Alarm user – The owner of the land or premises within which an alarm system is installed, the tenant, occupant or person having possession or control of any premises in which an alarm system is installed, and any person having actual or constructive possession of an alarm system, when such alarm signals the presence of a hazard.
- 3) False alarm – the activation of an alarm system under circumstances where no police emergency exists at the alarm site and when activation results in a response by a law enforcement agency. This definition includes, but is not limited to, signals

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activated intentionally in non-emergency situations, signals for which the actual cause is unknown, signals activated through mechanical failure, and signals activated by the negligence of the owner or lessee of an alarm system or of his employee or agent.

- 4) Public safety personnel – City of Farmington public safety officers and public safety-reserve fire fighters who provide emergency services to persons and/or property within the city.
- 5) Hold-up alarm – an alarm system designated for and intended to signal a robbery or attempted robbery in the area protected by such alarm.
- 6) Panic alarm – means an alarm system signal generated by a device designed to be manually activated by an individual at the alarm site intended to signal a life threatening emergency situation requiring law enforcement response

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Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 19-177. - Permission to install, use, etc. Alarm Regulations

~~No person shall sell, install, operate, adjust, arrange for, or contract to provide a device or combination of devices that will upon activation, either mechanically, electronically, or by other means initiate the automatic intrastate calling, dialing or other connection to any telephone number assigned to the city department of public safety without having first received written permission from the city department of public safety.~~

- 1) No alarm shall cover more than one (1) business place and/or residence, meaning that buildings with more than one (1) business must have a separate alarm for each business located therein, provided that they have separate entrances. No single alarm shall cover a grouping of houses, apartments or condominiums which have separate entrances to each living quarters. However, in case of fire alarm systems (i.e. heat detector, smoke detector, sprinkler system supervision), or any combination of systems in multiple occupancy building, an annunciation panel shall be installed in an area which is readily accessible to the department of public safety. The annunciation panel shall indicate in which occupancy or section of the building the system was activated.
- 2) When multiple calls are received at the same location within a 48-hour period and a key holder does not respond or resolve the cause of the false alarms, the police and fire departments may stop further response to the site until the false alarm problem is resolved.
- 3) It shall be a violation of this Section for any person to sell, install, operate, adjust, arrange for, or contract to provide a device or combination of devices that will upon activation, either mechanically, electronically, or by other means initiate the automatic calling, dialing or other connection directly to any City of Farmington Public Safety Department telephone number.
- 4) No person shall willfully and intentionally create a false alarm, by any means.

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- 5) No device shall be installed that activates a hold-up alarm by the depression of a single-action nonrecessed button at alarm sites within the city and all existing nonrecessed button alarms shall be removed on or before (date to be determined).
- 6) No panic or hold-up alarm system shall be installed in residential sites that activates a silent alarm signal by alteration of the last digit of the normal arm/disarm code at alarm sites within the city and shall deactivate such systems currently in existence on or before (date to be determined).
- 7) It shall be a violation of this Article for any person to maintain an alarm system which, when activated, causes a signal that is disturbing to the peace and quiet of the surrounding area, unless that person, firm or corporation has first provided the Public Safety Director or his/her designee with: their name, the telephone number and address of the premises where the alarm system is located, and also the name and telephone number of at least one other person, firm or corporation who can be reached at any time, day or night, and who, within a thirty-minute response time, can open the premises in which the alarm system is installed and deactivate the audible and/or visible signal.

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Sec. 19-178. — Coverage limited.

~~No alarm shall cover more than one (1) business place and/or residence, meaning that buildings with more than one (1) business must have a separate alarm for each business located therein, provided that they have separate entrances. No single alarm shall cover a grouping of houses, apartments or condominiums which have separate entrances to each living quarters. However, in case of fire alarm systems (i.e. heat detector, smoke detector, sprinkler system supervision), or any combination of systems in multiple occupancy building, an annunciation panel shall be installed in an area which is readily accessible to the department of public safety. The annunciation panel shall indicate in which occupancy or section of the building the system was activated.~~

Sec. 19-178. – Duties of Alarm Company

Alarm companies shall:

- 1) Not install any burglary control panel, after the effective date of this section, which fails to meet Security Industry Association Standards with false alarm prevention features programmed to the factory default;
- 2) Not install an alarm system, after the effective date of this article, which does not meet the requirements of this article, applicable National Fire Protection Association standards, manufactures specifications and other nationally recognized standards;
- 3) Maintain a current record, available for review by the alarm administrator upon request on an individual case by case basis during regular business hours, of alarm users and sites serviced by the company that includes the names of the alarm user

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serviced by the company, the address of the protected properties, the type of alarm system, the original installation date and the subsequent modifications, if any for each protected property, a record of the date and the time of alarm dispatch requests to each protected property, record if the false alarms at each property with evidence of the company's attempt to verify the alarm and it's explanation of the cause of the false alarm;

- 4) Provide each of its alarm users with written operating instructions for their alarm system, including an explanation of the company's alarm verification process; a telephone number to call for assistance in operating the system; and a summary of the provision of this article relating to penalties for false alarms;
- 5) Work cooperatively with the alarm system user and the alarm administrator to determine the cause of any false alarm recurrences; and
- 6) Establish a training period during the first seven days following the installation of any alarm system during which the alarm user will be trained on the proper use of the system.

Sec. 19-179. Licensing and Regulation of Alarm Installers

- 1) License Required by Installer. It shall be a violation of this Section for any person, firm or corporation to engage in the business of the installing an alarm system unless such person has been licensed by the State of Michigan in accordance with Public Act No. 190 of 1975, as amended (MCL388.1051).
- 2) Misrepresentation by Alarm Contractor. It shall be a violation of this Section for any person, firm or corporation who is an alarm contractor, or its agent, to knowingly misrepresent any services rendered to an alarm user.
- 3) Violations. All violations of this Code Section, 19-185 by any person, firm or corporation shall be considered misdemeanors and punishable by a fine of up to \$500.00.

Sec. 19-180. - Additional Requirements for Fire Alarms Systems.

In the case of fire alarm systems or devices, the following additional requirements shall be complied with:

- (1) All fire alarm devices, installed in commercial buildings, shall be subject to approval by the director of public safety or his authorized representative.
- (2) Plans and specifications for all fire alarm and sprinkler system supervision systems, in commercial buildings, shall be submitted to the city building inspector and the director of public safety, or his authorized representative, for their approval prior to the installation of the system.
- (3) All fire alarms systems shall be installed and maintained according to applicable sections of the National Fire Codes (National Fire Protection Association Standards) and the National Electrical Code.

Sec. 19-181. - Signal Restrictions.

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No person shall maintain an alarm system which, when activated, causes an audible signal, which signal can be heard outside the premises protected by the alarm system, and which signal is disturbing to the peace and quiet of the surrounding area, unless the alarm system is so designed that the audible signal will sound for no more than fifteen (15) minutes; and which shall not immediately reset and become audible again.

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Sec. 19-~~181~~182. - Connection to dispatch board Automatic Shutoff Required

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~~No alarm system shall be connected to the public safety dispatch board without permission of the director of public safety and payment of an installation fee of one hundred dollars (\$100.00) to the city. Residential alarms shall not be permitted to connect to the dispatch board; priority shall be given to financial institutions and high-risk commercial and industrial businesses, as determined by the director of public safety. In addition, a one hundred dollar per year maintenance and monitoring fee shall be paid to the city upon completion of installation and at the beginning of each calendar year thereafter. Permission to connect to the public safety dispatch board shall be subject to revocation by the director of public safety upon notification in writing stating the reasons therefor.~~

It shall be a violation of this Section for any person, firm or corporation to maintain and operate an alarm system equipped with audible signal(s) (bells, horns, sirens, etc.) that is not equipped with a shutoff device that automatically silences the audible signal(s) within ten (10) minutes of said signal activation. This Section shall not apply to fire alarm systems.

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Sec. 19-183. Registration by Owner

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- 1) Any person, firm, or corporation who owns, leases or occupies a premises in which an alarm system is installed, used, or maintained must register such alarm system with the City of Farmington Public Safety Department on forms provided by the City.
- 2) A registration fee, in an amount set by the City Council Resolution, must be paid by each person, firm or corporation who registers an alarm system prior to the activation of such an alarm system.
- 3) Persons, firms or corporations using, owning, leasing, or occupying a premises in which an alarm system exists on the effective date of this mandatory ordinance shall comply with the requirements of subparagraphs (1) and (2) above by (Date to be determined).

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Sec. 19-184. Testing of Alarm Systems

No alarm system may be demonstrated or tested to merely determine the speed or type of Police or Fire response. An alarm user or company must notify the police and/or fire department(s) prior to any service, testing, repair, or adjustment of an

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alarm system. Likewise, the alarm user must notify the police and/or fire department(s) upon completion of these tasks.

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Sec. 19-1852. - False alarms.

As used in this section "false alarm" means the activation of an alarm system through mechanical failure, malfunction, improper installation or the negligence of the owner or lessee of an alarm system or of his employee or agent and when there are no signs of illegal entry or evidence of fire or where persons, authorized to work on the alarm system, did not previously notify the department of public safety. False alarm does not include an alarm caused by severe weather or other violent conditions beyond the control of the owner or lessee of an alarm system or of their employee or agent.

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1) Notwithstanding any civil fines provided for in the event of a finding of responsibility for violation of this Article or Subsection herein, and notwithstanding the fact that a prosecution for violation of this Section has or has not been commenced, in order to defray the cost of responding to false alarms, the owner, lessee or user of an alarm system defined in this Article, shall pay to the city the following fees:

- a) ~~First activation required response by public safety department, in a calendar year No Charge~~
- b) ~~Second activation required response by the public safety department, in a calendar year \$20~~
~~If not paid within 30 days \$30~~
- c) ~~Third activation required response by public safety department, in the calendar year \$40~~
~~If not paid in 30 days \$50~~
- d) ~~Fourth and each subsequent activation requiring response by the public safety department, in the calendar year \$100~~
~~If not paid within 30 days \$125~~
- e) ~~For each additional 30 day period that the above required fees are not paid, an additional fess shall be required \$5~~

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2) The above alarm fees apply in the following cases:

- a) No evidence of illegal entry or an attempt thereof;
- b) No evidence of fire;
- c) A malfunction in the system;
- d) Activated by mistake;
- e) Alarm activated by persons working on the alarm system, where the public safety department was not previously notified.

3) Alarm Fee Waiver/Warning. Alarm fees may be waived by the Public Safety Director or his/her designee in the following circumstances.

- a) Alarms activated by severe storm conditions.
- b) Alarm system malfunction; if corrective measures have been instituted within five (5) days after the alarm activation, and a copy of the repair

order by a licensed alarm system contractor is provided to the Farmington Public Safety Department within thirty (30) days of the false alarm.

- c) False alarms that can be substantiated as being activated by disruption or disturbance of phone company facilities.
- d) Utility pole accident.
- e) Where the fee has been waived by the Public Safety Director or his/her designee because there has been a request for waiver due to documented extenuating circumstances.
- f) Notwithstanding anything herein to the contrary, no owner or lessee shall be required to pay any fee on the first occasion of a false alarm requiring response by the public safety department in the calendar year, but shall be advised in writing by the Public Safety Director or his/her designee of said false alarm and of the existence of this Ordinance.

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4) Violations. All violations of the Code Section 19-183 by any person, firm or corporation shall be considered a civil infraction and punishable by a civil fine not to exceed \$100.00. Each such false alarm shall be considered a separate violation of the Section.

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Sec. 19-186.3. - Notification of false alarms-Collection of False Alarm Fees

The department of public safety will notify the owner or lessee of an alarm system if the department has received two (2) false alarms, as described previously, within a thirty-day period or four (4) false alarms within a calendar year. Such notification shall be in writing. After such notification, the owner or lessee will pay to the city the sum of twenty five dollars (\$25.00) for each occasion a false alarm is responded to by the department of public safety to defray the cost of responding to such false alarms.

False alarm fees shall be paid within thirty (30) days of written notice sent to the address of the alarm use provided in the alarm system registration. If a property owner, occupant, tenant, or lessee fails to pay the false alarm fees charged by the City within thirty (30) days after written notice, any unpaid amount will be a lien against the property. Each May 1st, the Public Safety Director shall certify all unpaid charges for such services furnished to any premises to the City Assessor who shall place the same on the next tax roll of the city. Such charges so assessed shall be collected in the same manner as general city taxes.

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Sec. 19-187, Smoke Detectors or Fire Alarms

Nothing in this Article shall be deemed to prohibit the installation and use of smoke detectors, carbon monoxide detectors, or fire alarms designed for internal use for the protection, safety, and well-being of the occupants of any residential dwellings within the City of Farmington.

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Farmington City Council Staff Report	Council Meeting Date: October 30, 2017	Item Number 5D
Submitted by: Frank J. Demers, Public Safety Director		
<u>Agenda Topic</u> Proposed Resolution to Amend Chapter 6, Section 3 of the City of Farmington fee Schedule – Alarm Fees		
<u>Proposed Motion:</u> Motion to Approve Proposed Resolution to Amend Chapter 6, Section 3 of the City of Farmington Fee Schedule – Alarm Fees		
<u>Background:</u> <p>The City of Farmington ordinance for alarm systems has been amended to include the elimination of the 30 day alarm cycle, increased fees for second and subsequent false alarms and a requirement for property owners or leases to register alarm systems with the City. This will include an alarm registration fee.</p> <p>As a result of these ordinance changes, it is necessary to amend the City of Farmington Fee Schedule to reflect the new fees associated with alarm registration and false alarm fees.</p>		
<u>Materials:</u>		

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON

RESOLUTION NO. 17-

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING THE CITY FEE SCHEDULE.

WHEREAS, the City of Farmington maintains a fee schedule that covers all charges for services, sales, deposits, permits, and licenses;

WHEREAS, it is necessary to periodically update the fee schedule as a result of operational changes, regulatory changes, and policy decisions to insure that revenues are adequate to cover the cost of services; and

WHEREAS, the Farmington City Council discussed changes to the alarm ordinance to include an alarm registration fee in addition to increased fees for second and subsequent false alarms; and

WHEREAS, the Farmington City Council discussed the need for changes to the alarm ordinance as a means of cost recovery for public safety responses to false alarms and as a means to hold owners and leases of alarmed properties accountable for repeated false alarms.

NOW, THEREFORE BE IT RESOLVED that the Farmington City Council hereby amends the City Fee Schedule as indicated below:

1. Amend Chapter 6 - Department of Public Safety, Section 3 - Alarms, to add a new fee, effective November 1, 2017

Alarm Registration Fee - \$15.00

2. Eliminate Chapter 6, Section 3 dealing with no cost for up to four (4) false alarms.
3. Eliminate Chapter 6, Section 3 dealing with a \$25 fee per occurrence for five (5) or more false alarms.
4. Amend Chapter 6, Section 3, False Alarm Fees, to add new fees effective November 1, 2017

First activation required response by public safety department, in a calendar year... No Charge

Second activation required response by the public safety department, in a calendar year \$20
If not paid within 30 days..... \$30

Third activation required response by public safety department, in the calendar year..... \$40
If not paid in 30 days..... \$50

Fourth and each subsequent activation requiring response by the public safety department, in the calendar year..... \$100
If not paid within 30 days..... \$125

For each additional 30 day period that the above required fees are not paid, an additional fess shall be required..... \$5

RESULT: ADOPTED [UNANIMOUS]

MOVER:

SECONDER:

AYES:

I, Susan K. Halberstadt, duly authorized City Clerk for the City of Farmington do hereby certify that the foregoing is a true and correct copy of a motion adopted by the Farmington City Council at a regular meeting held on Monday, October 30, 2017, in the City of Farmington, Oakland County, Michigan.

Susan K. Halberstadt, City Clerk